



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Martin Boyd, Project Manager II
Joe Bride, Public Works Director
Via Ashley Jones, City Manager

DATE: April 1, 2024

SUBJECT: Acceptance of Grant Deed of Easements for Retaining Walls Related to
Utility Undergrounding District 1A – Stratford Court South Project

APN: 300-200-11-00 and 300-200-31-00

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council approve a Resolution (Attachment A) that allows for the acceptance of Grant Deed of Easements in favor of the City over the properties located at 639 Stratford Court and 717 Stratford Court (HOA Common Lot) and authorize the City Manager or their designee to record the Grant Deed of Easements.

BACKGROUND:

The City of Del Mar continues to implement the citywide Undergrounding Program (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. A map of the planned citywide Utility Undergrounding Districts (UUDs) is included with report as Attachment B for reference.

On July 12, 2021, the City Council authorized formation of Utility Undergrounding District (UUD) 1A (Stratford Court South). UUD 1A was identified as the next district following the Tewa Court/10th Street UUD pilot project, which was completed on February 8, 2023. UUD 1A includes 56 poles and 7,650 linear feet of overhead conversion to 11,165 linear feet of underground trench from 4th Street to 12th Street, involving 227 properties and 464 residences. Sixty-four (64) of the homes or buildings in UUD 1A require undergrounding of their private service lateral at the expense of the property owner. A map of UUD 1A is included as Attachment C.

DISCUSSION/ANALYSIS:

On December 4, 2023, the City Council adopted a Resolution approving Design Review Permit DRB23-024 and Land Conservation Permit LC23-014 for grading and installation of retaining walls required to locate undergrounded utility facilities in the Stratford Court City Right-of-Way and Easement adjacent to the properties at 639, 717, and 1105

City Council Action:

Mayor Druker and Deputy Mayor Gaasterland were recused from Item 6 due to living within 1,000 feet of the subject matter of the discussion. Council approved Resolution 2024-10 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ACCEPTANCE OF RETAINING WALL EASEMENTS ON THE PROPERTIES LOCATED AT 639 AND 717 STRATFORD COURT FOR USE AND OPERATION OF PUBLIC BENEFIT TO THE CITY OF DEL MAR", and authorized the City Manager or their designee to record the Grant Deed of Easements, on consent.

April 1, 2024 Item 06

Stratford Court and 215 9th Street. The retaining walls are necessary to create level accessible ground in sloping areas for dry utility equipment.

The retaining walls at 639 and 717 Stratford Court are to be located partially on private property, requiring the City to obtain retaining wall easements from the private property owners for the protection and operation of dry utility equipment. The easement at 717 Stratford Court is located within the common lot for the subdivision. The retaining walls at 215 9th Street are located in the public right-of-way and thus do not require easements. The retaining wall at 1105 Stratford Court is no longer necessary and only grading on private property is required for installation of the dry utility equipment in the public right-of-way.

FISCAL IMPACT:

There is no fiscal impact to the City associated with acceptance of the identified easements, and there will be no fee to record the Grant of Easement documents, as they are to the benefit of the City.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a “project” under the definition set forth in the California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority for FYs 2023-2024 and 2024-2025.

ATTACHMENTS:

- Attachment A – Resolution Accepting the Grant of Easements
- Attachment B – Citywide Utility Undergrounding Districts Map
- Attachment C – UUD 1A Stratford Court South Map

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ACCEPTANCE OF RETAINING WALL EASEMENTS ON THE PROPERTIES LOCATED AT 639 AND 717 STRATFORD COURT FOR USE AND OPERATION OF PUBLIC BENEFIT TO THE CITY OF DEL MAR

WHEREAS, on December 4, 2023, the City Council of the City of Del Mar approved Design Review Permit DRB23-024 and Land Conservation Permit LC23-014 for grading and installation of retaining walls required to locate undergrounded utility facilities in the Stratford Court City Right-of-Way and Easement adjacent to the properties at 639, 717, and 1105 Stratford Court and 215 9th Street; and

WHEREAS, as approved, the retaining walls at 639 and 717 Stratford Court will be located partially on private property; and

WHEREAS, the retaining walls are necessary for the protection and operation of dry utility equipment associated with the Utility Undergrounding District 1A (Stratford Court South) project; and

WHEREAS, in order to formalize the easement in favor of the City from the property owners, it is necessary to record two Grant Deed of Easements in favor of the City (Exhibits A and B) (Property).

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City to accept conveyance of these two above identified easements. This Resolution constitutes the resolution of acceptance by the City of the Property for the purposes of Government Code Section 27281. The above recitals are true and correct.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager or the City Manager's designee to execute such other documents and take such other actions on behalf of the City as may be required to implement the intent of this Resolution.

BE IT FURTHER RESOLVED, this Resolution shall take immediate effect from and after its passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 1st day of April, 2024.

Dave Druker, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2024-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 1st day of April, 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

Sarah Krietor, Administrative Services
Manager/City Clerk
City of Del Mar

RECORDING REQUESTED BY:

CITY OF DEL MAR

**AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

City of Del Mar
Attn: City Clerk
1050 Camino del Mar
Del Mar, CA 92014

(THIS SPACE FOR RECORDERS USE ONLY)

GRANT DEED OF EASEMENT

ASSESSOR'S PARCEL NO: 300-200-11-00
Recording Fee: Exempt
(Cal.Gov. Code Code Section 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

The undersign grantor hereby declare(s):

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PARK AND MAUREEN RICHARDSON REVOCABLE TRUST Deed of Trust Dated April 21, 1988**, as the Property Owner ("Grantor"), hereby GRANTS AND CONVEYS to the **CITY OF DEL MAR**, a Chartered Municipal Corporation established under the laws of the State of California and as the ("Grantee") an easement for the construction and placement of a **RETAINING WALL** and for the purposes to reconstruct, maintain, operate and repair the retaining wall, including any or all appurtenances thereto, together with the right of ingress and egress, over and across all that real property situated in the City of Del Mar, County of San Diego, State of California as further described in Exhibits "A" and "B," attached hereto and incorporated by reference ("Property"). Conditions, duties and obligations for the retaining wall easement are contained within Exhibit "C."

DATE: _____, 2024

GRANTOR:

BY: _____
SUZANNE E WATSON AS TRUSTEE OF THE PARK AND MAUREEN RICHARDSON
REVOCABLE TRUST DTD 4/21/88, OWNER

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public

(Seal)

**EXHIBIT A
EASEMENT
639 STRATFORD COURT (RETAINING WALL)
APN: 300-200-11-00
LEGAL DESCRIPTION**

THAT PORTION OF THE TRACT OF LAND GRANTED TO THE CALIFORNIA SOUTHERN RAILROAD COMPANY FOR A RIGHT-OF-WAY UNDER THE PROVISIONS OF THE ACT OF CONGRESS OF MARCH 3, 1875, AND OF RAILROAD AVENUE AS VACATED BY ORDINANCE OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY APRIL 12, 1926, ACCORDING TO MAP NO. 368, IN THE CITY OF DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED OCTOBER 7, 1885, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF DEL MAR HORIZONTAL CONTROL STATION "CITY BDRY" AS SHOWN ON MAP 15377 FILED JULY 12, 2006 IN THE CITY OF DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTH 22°13'48" WEST, 2378.65 FEET TO SAN DIEGO COUNTY HORIZONTAL CONTROL STATION "CURRY" AS SHOWN ON SAID MAP;

THENCE SOUTH 06°30'06" WEST, 1324.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 17°19'12" EAST, 23.46 FEET;

THENCE SOUTH 72°40'48" WEST, 2.18 FEET TO STRATFORD COURT RIGHT-OF-WAY AS SHOWN ON PARCEL MAP 19390;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 17°17'03" WEST, 23.46 FEET;

THENCE NORTH 72°40'48" EAST, 2.16 FEET TO THE **TRUE POINT OF BEGINNING**;

ALL DISTANCES HEREON DESCRIBED ARE GROUND DISTANCES; TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY THE COMBINED SCALE FACTOR, 0.99997441 COMPUTED AT STATION CURRY;

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

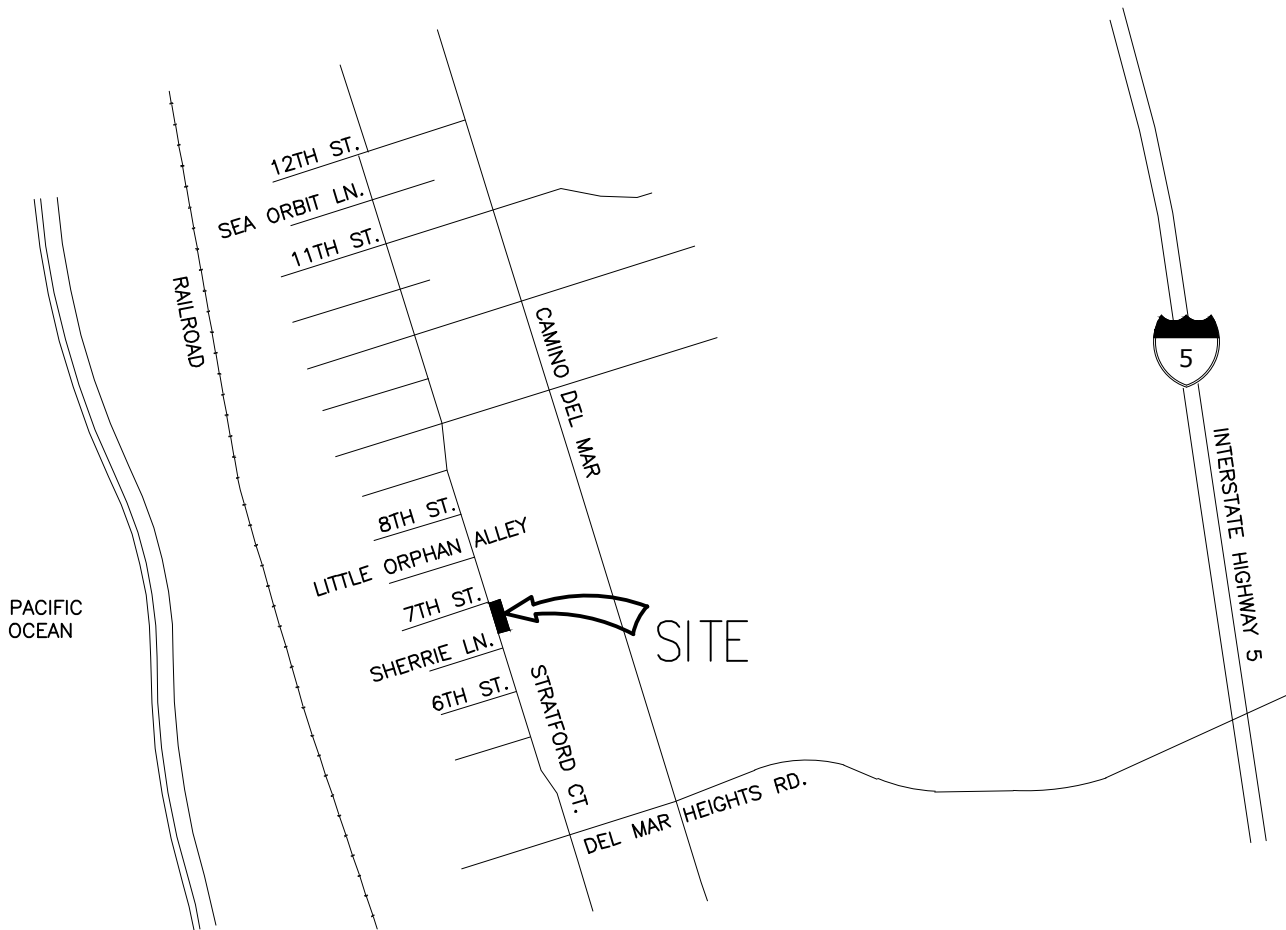
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 03/27/2024



EXHIBIT B



VICINITY MAP

N.T.S.



03/27/2024

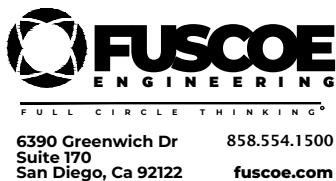


EXHIBIT B

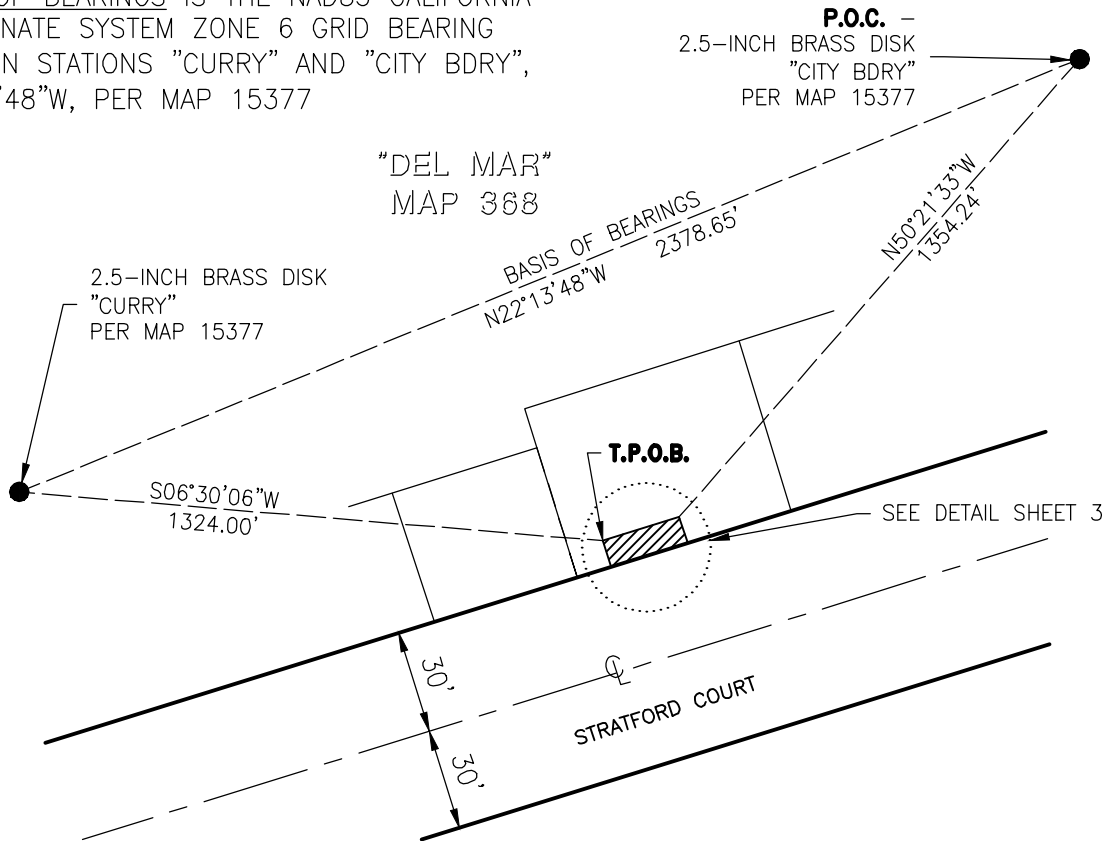
PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: 639 STRATFORD CT.
APN: 300-200-11-00
(RETAINING WALL)

DATE: March 27, 2024
FN: 4048-002LGL_ESMT
DRAWN BY: JDL
CHECKED BY: KRT

SHEET 1 OF 3

EXHIBIT B

BASIS OF BEARINGS IS THE NAD83 CALIFORNIA COORDINATE SYSTEM ZONE 6 GRID BEARING BETWEEN STATIONS "CURRY" AND "CITY BDRY", N22°13'48"W, PER MAP 15377



NOTES:

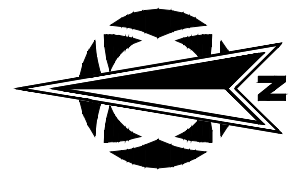
1. DRAWING NOT TO SCALE
2. ALL DISTANCES HEREON ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY GROUND-DISTANCE BY THE COMBINED SCALE FACTOR (CF): 0.99997441

ABBREVIATIONS:

P.O.C. – POINT OF COMMENCEMENT
 T.P.O.B. – TRUE POINT OF BEGINNING
 CL – CENTERLINE OF RIGHT-OF-WAY

LINE LEGEND:

- LIMITS OF RIGHT-OF-WAY
- CENTERLINE OF RIGHT-OF-WAY
- CONTROL TIES
- EASEMENT
- ADJACENT PROPERTY LINES



CONVERGENCE ANGLE =
 -03°33'24.34"
 NOT TO SCALE

6390 Greenwch Dr
 Suite 170
 San Diego, Ca 92122

858.554.1500
 fuscoe.com

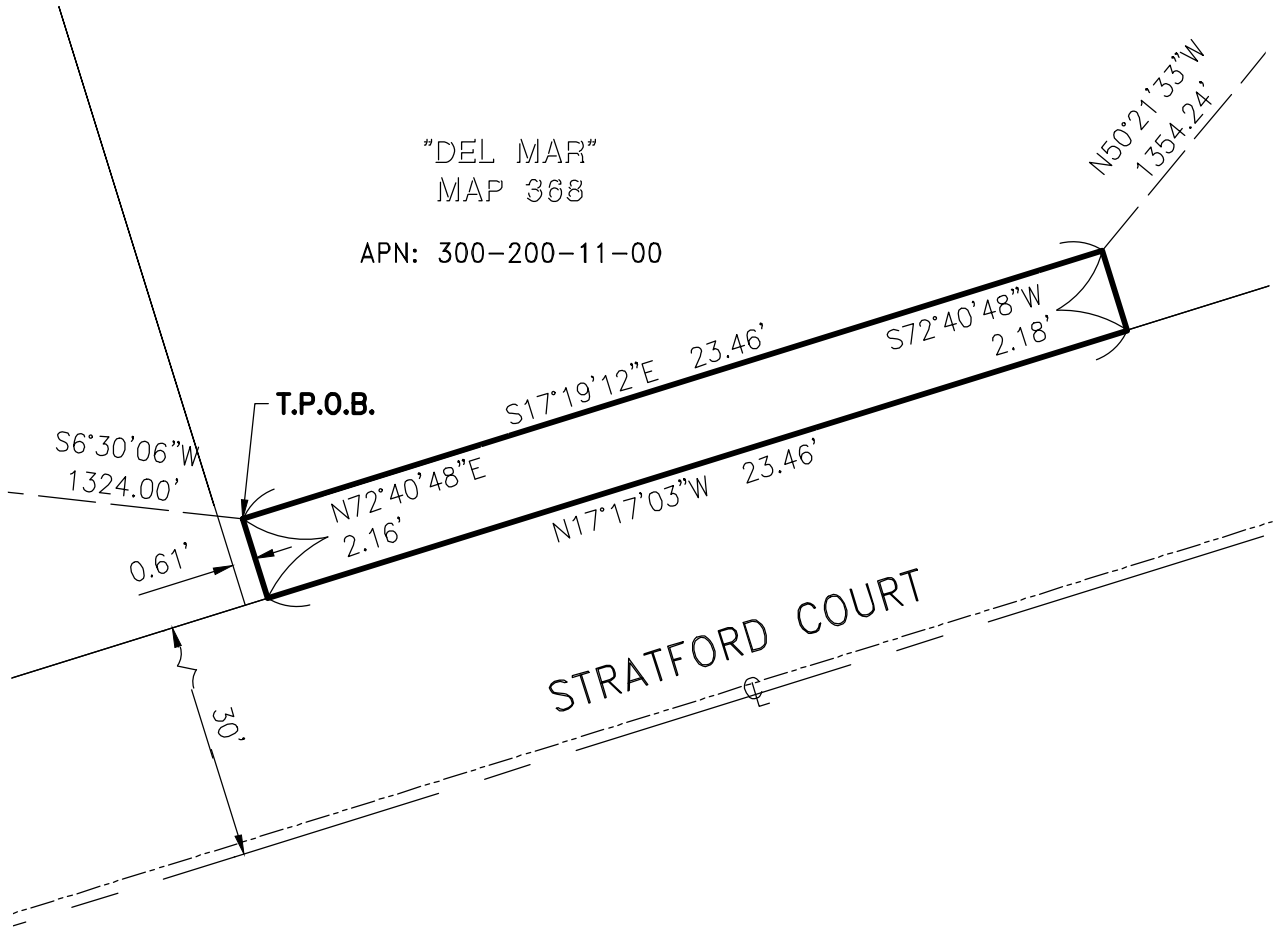
EXHIBIT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 of: 639 STRATFORD CT.
 APN: 300-200-11-00
 (RETAINING WALL)

DATE: March 27, 2024
 FN: 4048-002LGL_ESMT
 DRAWN BY: JDL
 CHECKED BY: KRT
 SHEET 2 OF 3

EXHIBIT B

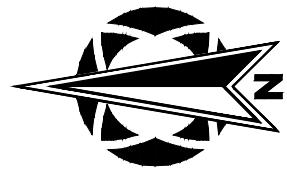
"DEL MAR"
MAP 368

APN: 300-200-11-00



LINE LEGEND:

- LIMITS OF RIGHT-OF-WAY
- ——— CENTERLINE OF RIGHT-OF-WAY
- - - - - CONTROL TIES
- EASEMENT



CONVERGENCE ANGLE =
-03°33'24.34"
SCALE 1" = 5'

FUSCOE
ENGINEERING
FULL CIRCLE THINKING

6390 Greenwich Dr 858.554.1500
Suite 170
San Diego, Ca 92122 fuscoe.com

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: 639 STRATFORD CT.
APN: 300-200-11-00
(RETAINING WALL)

DATE: March 27, 2024
FN: 4048-002LGL_ESMT
DRAWN BY: JDL
CHECKED BY: KRT
SHEET 3 OF 3

EXHIBIT “C”
CONDITIONS, DUTIES AND OBLIGATIONS FOR RETAINING WALL OVER APN:
300-200-11-00

1. **Grant of Easement.** Grantor warrants and represents that the Property subject to the easement is free and clear of all liens and free and clear of all encumbrances that would interfere with Grantor’s use of the “Easement Area” as identified in Exhibit “B”, and the Grantor has the right to grant this easement. For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grants to the Grantee the following easement subject to the following terms and conditions.
2. **Scope of Easement.** The Easement Area granted is an easement for the construction and placement of a retaining wall and its continued operation, inspection, maintenance, repair, replacement, and removal, should it be needed, of the retaining wall for the protection and operation of dry utility equipment in the location described in the attached Exhibit “A” and shown in attached Exhibit “B” for illustration purposes. The scope identified in this Section 2 shall not be expanded, and the City shall not have any property rights related to the Property and/or Easement Area other than those identified herein.
3. **Location of Easement.** The Easement Area is described in the attached Exhibit “A” and shown in attached Exhibit “B” for illustration purposes. This is Easement Area shall be the entire area to be encumbered, and shall not be relocated or expanded.
4. **Right of Access.** Grantee shall have the unfettered right of ingress and egress without notice to Grantor to and from the Easement Area for the purposes described in this Agreement. Grantee shall have the right to enter upon the Property for inspection or construction purposes and may enter the easement area with construction equipment, or vehicles, for the purposes set forth above.
5. **Buildings and Structures.** Grantor shall not erect or construct any buildings or other structures upon the Easement Area that may interfere with Grantee’s rights, unless authorized by Grantee in writing.
6. **Rights of Grantors.** Grantor shall retain the right to use and enjoy the Easement Area to fullest extent without unreasonable interference with the exercise by Grantee of the rights granted in this Grant Deed of Easement.
7. **Liability and Indemnification.** To the fullest extent of the law, Grantee agrees it is solely responsible for the construction, operation, inspection, maintenance, repair, replacement, and removal of the retaining wall authorized herein. To the fullest extent of the law, Grantee agrees to indemnify and hold harmless Grantors against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the operation, inspection, maintenance, repair, replacement, and removal of the retaining wall. Such indemnity shall not extend where the claim, suit, costs, losses, or expenses are a result of Grantor’s willful misconduct or gross negligence.
8. **Binding Effect.** The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Grant Deed of Easement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

- 9. Consideration.** In exchange for the promises and required actions contained herein.
- 10. Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.
- 11. Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the North County of San Diego, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 12. Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.
- 13. Severability.** If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.
- 14. Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest of real property conveyed by the Grant of Easement dated _____, 2024 from *PARK AND MAUREEN RICHARDSON REVOCABLE TRUST Deed of Trust Dated April 21, 1988* to the City of Del Mar, a Chartered Municipal Corporation established by the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Del Mar, pursuant to authority by Resolution No. 2024-____, of the City Council of the City of Del Mar adopted on April 1, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Sarah Krietor, City Clerk
City of Del Mar

Approved as to form:

Leslie Devaney, City Attorney

RECORDING REQUESTED BY:

CITY OF DEL MAR

**AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

City of Del Mar
Attn: City Clerk
1050 Camino del Mar
Del Mar, CA 92014

(THIS SPACE FOR RECORDERS USE ONLY)

GRANT DEED OF EASEMENT

ASSESSOR'S PARCEL NO: 300-200-31-00
Recording Fee: Exempt
(Cal.Gov. Code Section 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

The undersign grantor hereby declare(s):

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STRATFORD PINES LTD**, Property Owner ("Grantor"), hereby GRANTS AND CONVEYS to the **CITY OF DEL MAR**, a Chartered Municipal Corporation established under the laws of the State of California and as the ("Grantee") an easement for the construction and placement of a **RETAINING WALL** and for the purposes to reconstruct, maintain, operate and repair the retaining wall, including any or all appurtenances thereto, together with the right of ingress and egress, over and across all that real property situated in the City of Del Mar, County of San Diego, State of California as further described in Exhibits "A" and "B," attached hereto and incorporated by reference ("Property"). Conditions, duties and obligations for the retaining wall easement are contained within Exhibit "C."

DATE: _____, 2024

GRANTOR:

BY: _____
DAPHNE YANG AS PRESIDENT OF THE STRATFORD PINES LTD, OWNER

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public

(Seal)

**EXHIBIT A
EASEMENT
717 STRATFORD COURT (RETAINING WALL)
APN: 300-200-31-00
LEGAL DESCRIPTION**

THAT PORTION OF LOT 6 OF MAP 9726, IN THE CITY OF DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF DEL MAR HORIZONTAL CONTROL STATION "CITY BDRY" AS SHOWN ON MAP 15377 FILED JULY 12, 2006 IN THE CITY OF DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTH 22°13'48" WEST, 2378.65 FEET TO SAN DIEGO COUNTY HORIZONTAL CONTROL STATION "CURRY" AS SHOWN ON MAP 15377;

THENCE SOUTH 11°14'30" WEST, 1119.71 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 17°19'12" EAST, 10.17 FEET;

THENCE SOUTH 72°40'12" WEST, 1.44 FEET TO THE RIGHT-OF-WAY OF STRATFORD COURT AS SHOWN ON SAID MAP;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 17°17'03" WEST, 10.17 FEET;

THENCE NORTH 72°40'48" EAST, 1.43 FEET TO THE **TRUE POINT OF BEGINNING**;

ALL DISTANCES HEREON DESCRIBED ARE GROUND DISTANCES; TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY THE COMBINED SCALE FACTOR, 0.99997441 COMPUTED AT STATION "CURRY";

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

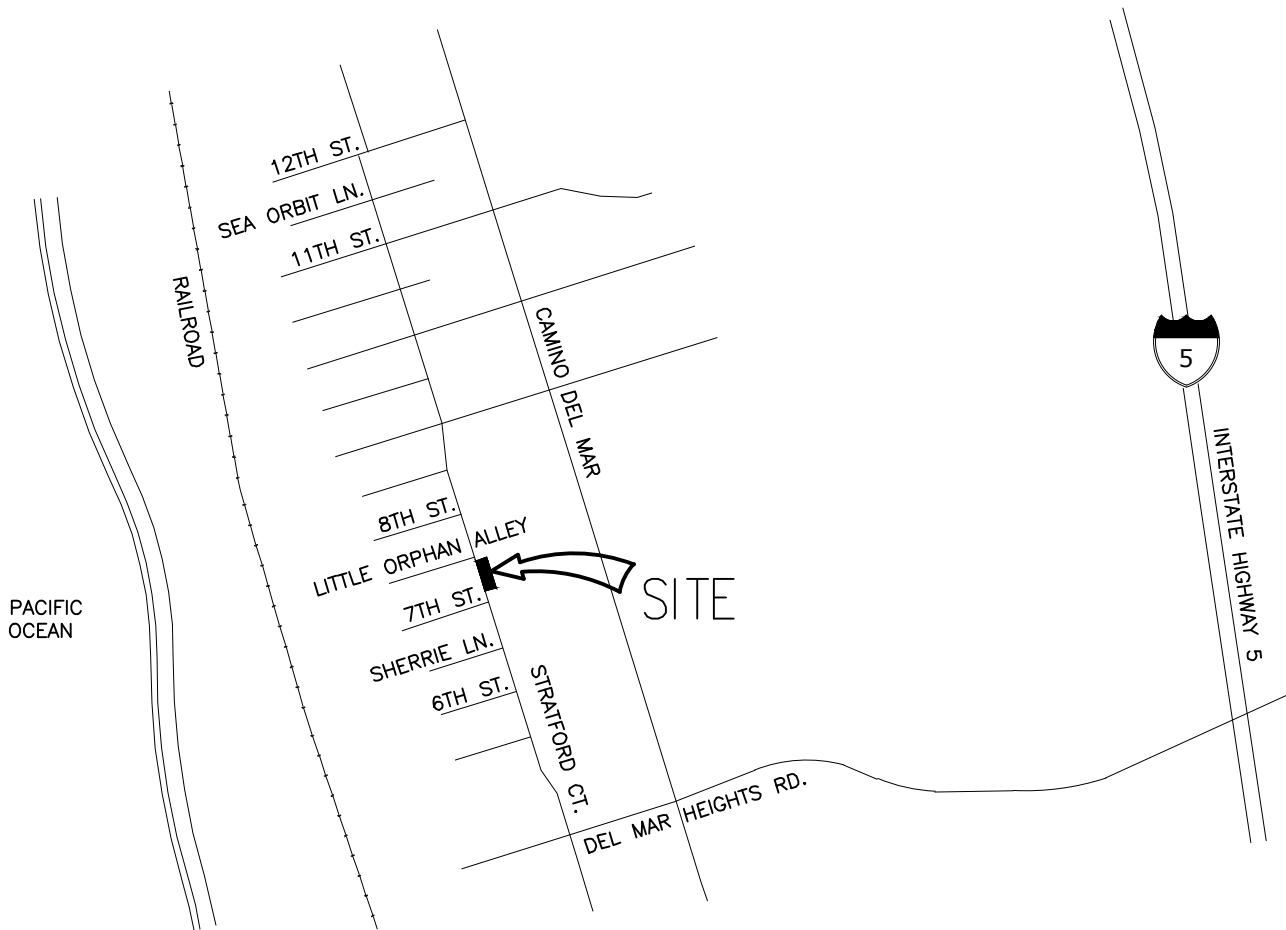
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 03/27/2024



EXHIBIT B



VICINITY MAP

N.T.S.



03/27/2024



6390 Greenwich Dr, Suite 170
San Diego, Ca 92122
858.554.1500

fuscoe.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: 717 STRATFORD CT.
APN: 300-200-31-00
(RETAINING WALL)

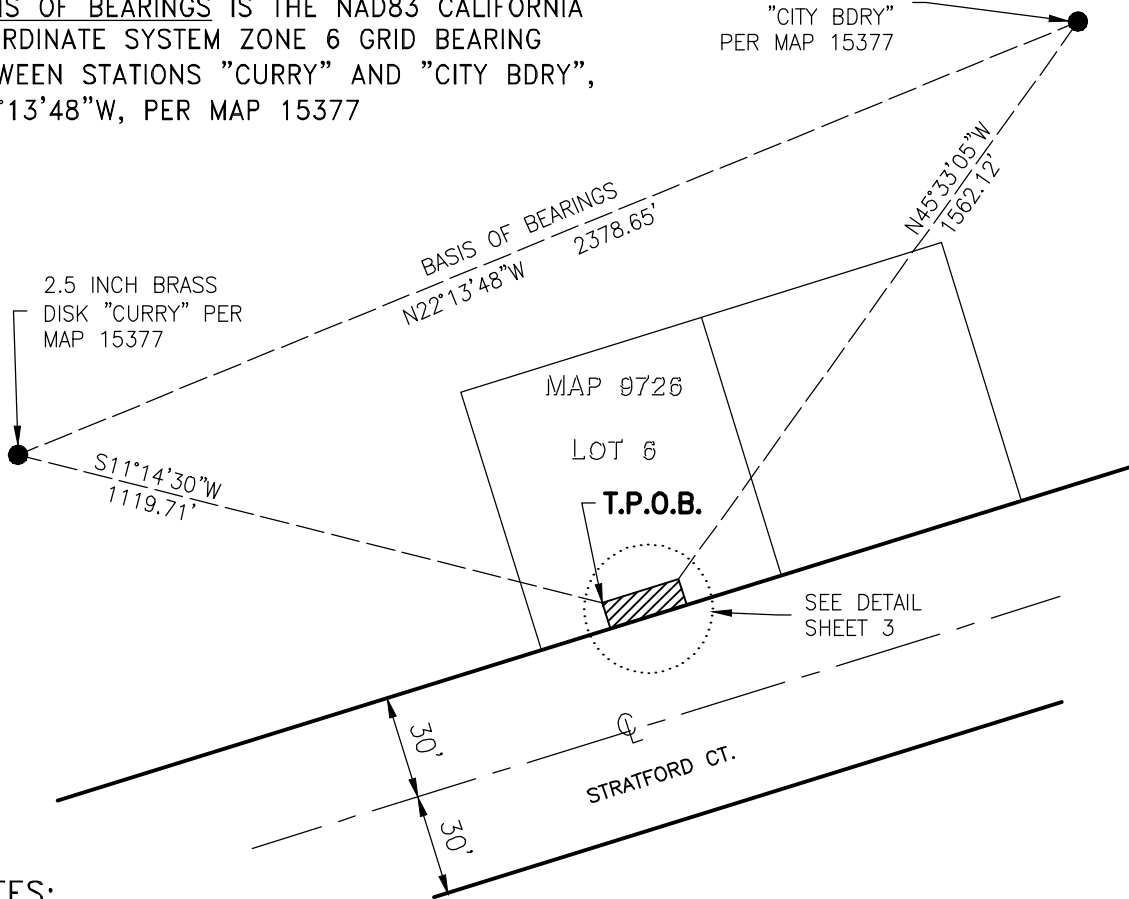
DATE: March 27, 2024
FN: 4048-002LGL_ESMT
DRAWN BY: JDL
CHECKED BY: KRT

SHEET 1 OF 3

EXHIBIT B

BASIS OF BEARINGS IS THE NAD83 CALIFORNIA
 COORDINATE SYSTEM ZONE 6 GRID BEARING
 BETWEEN STATIONS "CURRY" AND "CITY BDRY",
 N22°13'48"W, PER MAP 15377

P.O.C. –
 2.5 INCH BRASS DISK
 "CITY BDRY"
 PER MAP 15377



NOTES:

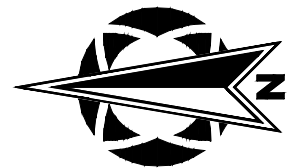
1. DRAWING NOT TO SCALE
2. ALL DISTANCES HEREON ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY GROUND-DISTANCE BY THE COMBINED SCALE FACTOR (CF): 0.99997441

ABBREVIATIONS:

P.O.C. – POINT OF COMMENCEMENT
 T.P.O.B. – TRUE POINT OF BEGINNING
 Ⓞ – CENTERLINE OF RIGHT-OF-WAY

LINE LEGEND:

- LIMITS OF RIGHT-OF-WAY
- - - - - CENTERLINE OF RIGHT-OF-WAY
- CONTROL TIES
- ▨▨▨▨▨ EASEMENT
- ADJACENT PROPERTY LINES



CONVERGENCE ANGLE =
 -03°33'24.34"
 NOT TO SCALE



6390 Greenwich Dr, Suite 170
 San Diego, Ca 92122
 858.554.1500

fuscoe.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 of: 717 STRATFORD CT.
 APN: 300-200-31-00
 (RETAINING WALL)

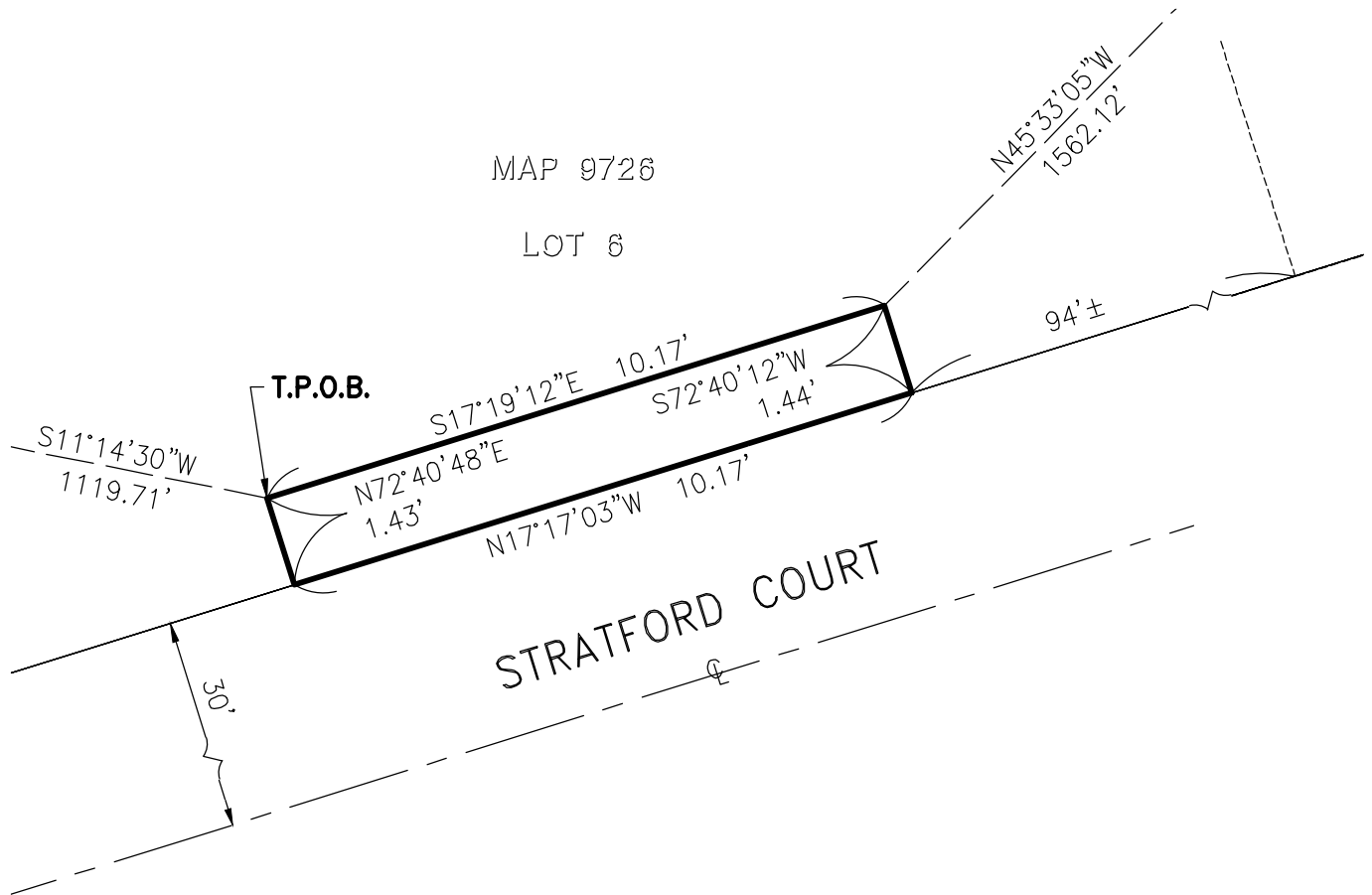
DATE: March 27, 2024
 FN: 4048-002LGL_ESMT
 DRAWN BY: JDL
 CHECKED BY: KRT

SHEET 2 OF 3

EXHIBIT B

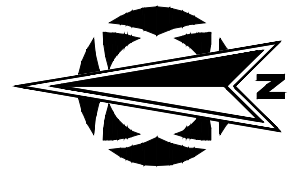
MAP 9726

LOT 6



LINE LEGEND:

- LIMITS OF RIGHT-OF-WAY
- ——— CENTERLINE OF RIGHT-OF-WAY
- CONTROL TIES
- EASEMENT



CONVERGENCE ANGLE =
 -03°33'24.34"
 SCALE 1" = 3'



6390 Greenwich Dr, Suite 170
 San Diego, Ca 92122
 858.554.1500

fuscoe.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 of: 717 STRATFORD CT.
 APN: 300-200-31-00
 (RETAINING WALL)

DATE: March 27, 2024
 FN: 4048-002LGL_ESMT
 DRAWN BY: JDL
 CHECKED BY: KRT

SHEET 3 OF 3

EXHIBIT “C”
CONDITIONS, DUTIES AND OBLIGATIONS FOR RETAINING WALL OVER APN:
300-200-31-00

1. **Grant of Easement.** Grantor warrants and represents that the Property subject to the easement is free and clear of all liens and free and clear of all encumbrances that would interfere with Grantor’s use of the “Easement Area” as identified in Exhibit “B”, and the Grantor has the right to grant this easement. For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grants to the Grantee the following easement subject to the following terms and conditions.
2. **Scope of Easement.** The Easement Area granted is an easement for the construction and placement of a retaining wall and its continued operation, inspection, maintenance, repair, replacement, and removal, should it be needed, of the retaining wall for the protection and operation of dry utility equipment in the location described in the attached Exhibit “A” and shown in attached Exhibit “B” for illustration purposes. The scope identified in this Section 2 shall not be expanded, and the City shall not have any property rights related to the Property and/or Easement Area other than those identified herein.
3. **Location of Easement.** The Easement Area is described in the attached Exhibit “A” and shown in attached Exhibit “B” for illustration purposes. This is Easement Area shall be the entire area to be encumbered, and shall not be relocated or expanded.
4. **Right of Access.** Grantee shall have the unfettered right of ingress and egress without notice to Grantor to and from the Easement Area for the purposes described in this Agreement. Grantee shall have the right to enter upon the Property for inspection or construction purposes and may enter the easement area with construction equipment, or vehicles, for the purposes set forth above.
5. **Buildings and Structures.** Grantor shall not erect or construct any buildings or other structures upon the Easement Area that may interfere with Grantee’s rights, unless authorized by Grantee in writing.
6. **Rights of Grantors.** Grantor shall retain the right to use and enjoy the Easement Area to fullest extent without unreasonable interference with the exercise by Grantee of the rights granted in this Grant Deed of Easement.
7. **Liability and Indemnification.** To the fullest extent of the law, Grantee agrees it is solely responsible for the construction, operation, inspection, maintenance, repair, replacement, and removal of the retaining wall authorized herein. To the fullest extent of the law, Grantee agrees to indemnify and hold harmless Grantors against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the operation, inspection, maintenance, repair, replacement, and removal of the retaining wall. Such indemnity shall not extend where the claim, suit, costs, losses, or expenses are a result of Grantor’s willful misconduct or gross negligence.
8. **Binding Effect.** The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Grant Deed of Easement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

- 9. Consideration.** In exchange for the promises and required actions contained herein.
- 10. Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.
- 11. Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the North County of San Diego, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 12. Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.
- 13. Severability.** If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.
- 14. Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest of real property conveyed by the Grant of Easement dated _____, 2024 from *STRATFORD PINES LTD* to the City of Del Mar, a Chartered Municipal Corporation established by the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Del Mar, pursuant to authority by Resolution No. 2024-____, of the City Council of the City of Del Mar adopted on April 1, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Sarah Krietor, City Clerk
City of Del Mar

Approved as to form:

Leslie Devaney, City Attorney

Citywide Utility Undergrounding Map

ATTACHMENT B



LEGEND

Utility Underground District (UUD)

- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

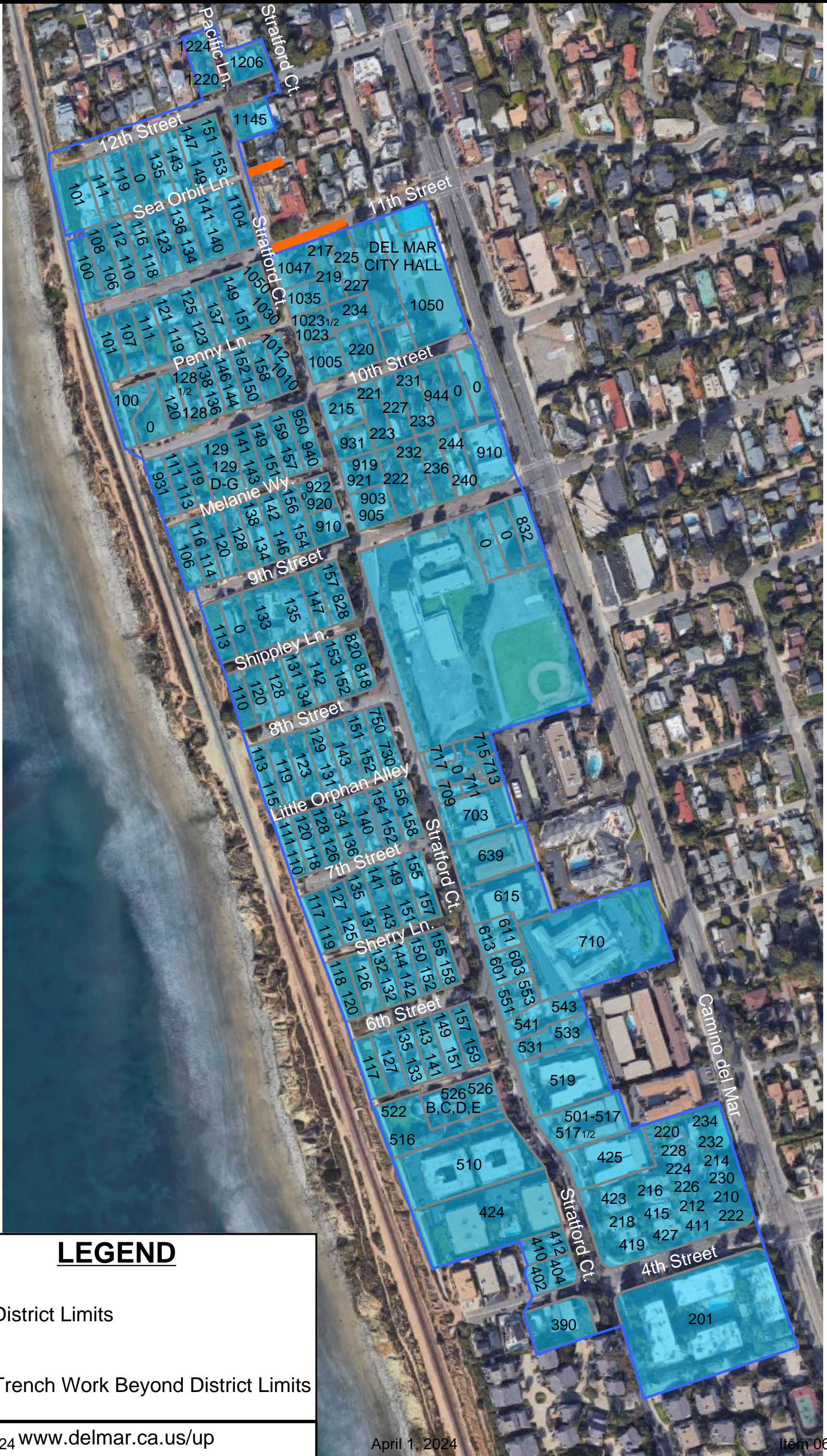
NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

April 1, 2024

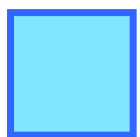
Item 06

Utility Undergrounding District 1A (UUD 1A) - Stratford Court South

ATTACHMENT C



LEGEND



District Limits



Trench Work Beyond District Limits