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DEL MAR CITY CLERK Request By and When
Recorded Mail this Grant Deed
And All Tax Statements To:

9286

Crystal Crawford, Deputy Mayor
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014-2698

730.0679-416

MAY 21, 2008 4:37 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
OC: NA

PAGES: 13



46
137
NF
OCNA

APN: 300-200-01, 300-200-22, and 300-200-23

COPY

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Del Mar Union School District, a public school district organized and existing pursuant to the laws of the State of California ("Grantor"), hereby grants to the City of Del Mar, a charter city and municipal corporation ("Grantee"), subject to the condition specified below, that certain real property located in the City of Del Mar, County of San Diego, and State of California, more particularly described in Exhibit "1" and depicted in Exhibit "2", both of which are attached hereto and incorporated herein by reference ("Property").

As referenced above, the sale of the Property herein is conditioned upon Grantee's use of the Property in a manner consistent with the existing Public Facilities ("PF") zoning, as authorized and allowable as of July 31, 2007 by City Municipal Code Chapter 30.31 and limited to uses for (a) public schools; (b) private schools that are open to the public and whose primary function is providing educational programs for pre-school students and students in grades K through 12; (c) city, county, state and federal buildings and uses, including: administrative offices, fire and police stations, public works buildings, public meeting rooms or chambers, libraries, postal offices, public parking facilities, public parks and playgrounds; (d) utility structures, such as pump stations and water tanks; or (e) accessory uses and structures incidental to the uses specifically referenced herein (collectively, "Allowable Uses").

In the event the existing zoning or Allowable Uses for the Property are changed within 30 years following the execution of this Grant Deed to allow for more or different uses other than that which are currently authorized under the existing PF zoning, Grantee hereby acknowledges and agrees to pay Grantor an additional payment, equal to:

(a) In the event a change in use or zoning occurs within five (5) years following the date of this Grant Deed, Grantor shall receive an additional payment equal to 75 percent of the difference between the then-current appraised value of the Property

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(based on the new zoning or uses) and Grantee's \$8,500,000 purchase price for the Property;

(b) In the event a change in use or zoning occurs after the first five (5) years following the date of this Grant Deed, Grantor shall receive an additional payment equal to 50 percent of the difference between the then-current appraised value of the Property (based on the new zoning or uses) and Grantee's \$8,500,000 purchase price for the Property.

In no event shall Grantor be required to reimburse Grantee in the event the Property, at the time of its re-valuation pursuant hereto, is worth less than the \$8,500,000 Purchase Price. In the event Grantee rezones only a portion of the Property, the condition set forth herein shall apply only to that portion of the Property, and the Purchase Price, as utilized herein, shall be proportionally adjusted based upon the amount of land rezoned (e.g., the applicable purchase price to be utilized in such calculation, if only 2 of the 5.307 acres of the Property were rezoned, would be \$3,203,316.37).

For purposes of this Grant Deed, the Property, when re-appraised, shall be appraised based upon the proposed new uses or zoning.

IN WITNESS WHEREOF, this instrument is executed as of this 19th day of May, 2008.

GRANTOR:

DEL MAR UNION SCHOOL DISTRICT

By: James A. Bunn

[PLEASE NOTARIZE SIGNATURES]

LEGAL DESCRIPTION

PARCEL A: (APN: 300-200-01)

LOTS FOUR, FIVE AND SIX, IN BLOCK TWENTY-EIGHT, AND LOTS ONE, TWO AND THREE, IN BLOCK TWENTY-NINE, IN DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 368 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 7, 1885;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY ADJOINING LOTS FOUR AND FIVE, WHICH UPON VACATION, WILL REVERT TO SAID LAND BY OPERATION OF LAW.

ALSO THOSE PORTIONS OF 8TH STREET AND 9TH STREET AND THAT PORTION OF RAILROAD AVENUE AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

ALSO THAT PORTION OF THE TRACT OF LAND GRANTED TO THE CALIFORNIA SOUTHERN RAILROAD COMPANY FOR A RIGHT OF WAY UNDER THE PROVISION OF THE ACT OF CONGRESS OF MARCH 3, 1875 (18 STATUTE 428), LYING BETWEEN THE SOUTHERLY LINE OF DEL MAR, ACCORDING TO MAP THEREOF NO. 368, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 7, 1885, AND THE NORTHERLY LINE OF 9TH STREET AS SHOWN ON SAID MAP, ALL IN DEL MAR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 368, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 7, 1885.

ALSO THAT PORTION OF THE 150 FOOT STRIP OF LAND LYING EASTERLY OF AND ADJACENT TO THE EAST LINE OF SAID TRACT OF LAND GRANTED TO CALIFORNIA SOUTHERN RAILROAD COMPANY FOR A RIGHT OF WAY, INCLUDED IN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT A POINT IN THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID ABOVE MENTIONED BLOCK 28, DISTANT THEREON 20 FEET NORTHERLY FROM THE NORTHWESTERLY CORNER OF SAID BLOCK 28; THENCE SOUTH $72^{\circ}06'45''$ WEST ALONG A LINE WHICH IS PARALLEL WITH AND 20 FEET AT RIGHT ANGLES NORTHERLY FROM THE SOUTHERLY LINE OF SAID 9TH STREET 289.73 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 40 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF RAILROAD AVENUE; THENCE SOUTH $17^{\circ}53'15''$ EAST ALONG SAID LINE WHICH IS PARALLEL WITH AND 40 FEET AT RIGHT ANGLES WESTERLY FROM SAID EASTERLY LINE OF RAILROAD AVENUE 560 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE ALLEY IN BLOCK 29 OF SAID DEL MAR; THENCE NORTH $72^{\circ}06'45''$ EAST ALONG SAID PROLONGATION AND THE NORTHERLY LINE OF SAID LAST ABOVE MENTIONED ALLEY 439.73 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1 OF SAID BLOCK 29; THENCE NORTH $17^{\circ}53'15''$ WEST ALONG THE EASTERLY LINE OF SAID BLOCK 29 AND 28 A DISTANCE OF 380 FEET TO THE NORTHEASTERLY CORNER OF LOT 6 OF SAID BLOCK 28; THENCE SOUTH $72^{\circ}06'45''$ WEST ALONG THE NORTHERLY LINE OF SAID LOTS 4, 5 AND 6 IN BLOCK 28, A DISTANCE OF 150 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 4 IN SAID BLOCK 28; THENCE NORTH $17^{\circ}53'15''$ WEST ALONG THE WESTERLY LINE OF SAID BLOCK 28 A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION
(continued)

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THE NORTHERLY 25 FEET OF LOT 6, OF SAID BLOCK 28 OF DEL MAR.

PARCEL B: (APN'S: 300-200-22 AND 23)

LOTS 2 AND 3, IN BLOCK 28 OF DEL MAR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 368, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 7, 1885.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY ADJOINING LOTS 2 AND 3, WHICH UPON VACATION, WILL REVERT TO SAID LAND BY OPERATION OF LAW.

ALSO THAT PORTION OF THE SOUTH 20 FEET OF NINTH STREET ADJOINING THE ABOVE DESCRIBED PROPERTY ON THE NORTH AND CLOSED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, ON APRIL 12, 1926.

END OF LEGAL DESCRIPTION

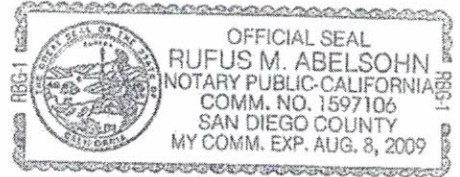
STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) ss.

On May 19, 2008, before me, Rufus M. Abelson,
Notary Public (here insert name and title of the officer),
personally appeared Janet L. Bernard, personally known to me
(or 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 [Handwritten Signature] (Seal)



CERTIFICATE OF ACCEPTANCE
CITY OF DEL MAR

This is to certify that the interest in real property conveyed by the attached grant
deed from the Del Mar Union School District ("District") to the City of Del Mar ("City")
is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to
authority conferred by the City Council ("Council") on _____, 2008, and the
Council consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2008.

CITY OF DEL MAR

By: _____
Crystal Crawford, Deputy Mayor



City of Del Mar



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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated May 19, 2008, from the Del Mar Union School District ("District") to the City of Del Mar is hereby accepted by the order of the undersigned Deputy Mayor on behalf of the City Council of the City of Del Mar as authorized by Resolution No. 2008-21, and the Grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated: May 20, 2008

ACCEPTANCE:

Crystal Crawford

Crystal Crawford,
Deputy Mayor

Assessor's Parcel Numbers: 300-200-01; 300-200-22; 300-200-23

State of California)
County of San Diego)

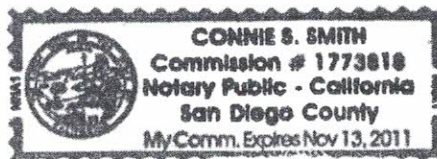
On May 20, 2008, before me, Connie S. Smith, Notary Public, personally appeared Crystal Crawford, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Connie S. Smith

Notary Public



(Seal)



RESOLUTION NO. 2008-11

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
DEL MAR UNION SCHOOL DISTRICT AUTHORIZING
THE SALE OF REAL PROPERTY TO THE CITY OF DEL
MAR, APPROVING A LEASE AGREEMENT WITH THE
CITY OF DEL MAR, APPROVING AN ASSIGNMENT OF
LEASE WITH THE CITY OF DEL MAR AND APPROVING
A MEMORANDUM OF UNDERSTANDING WITH THE
WINSTON SCHOOL**

WHEREAS, the Del Mar Union School District ("District") is the owner of approximately 5.3 acres of real property, identified as Assessor Parcel Numbers 300-200-01, 300-200-22 and 300-200-23 located at 215 and 225 Ninth Street, Del Mar, California 92014 ("Property"); and

WHEREAS, the Property is currently zoned for "Public Facility" uses by the City; and

WHEREAS, the Board of Trustees ("Board") on September 25, 2005, approved Resolution No. 2005-19 declaring the Property as surplus real property and authorized the Superintendent or the Superintendent's designee to solicit offers on the Property from those entities set forth under Education Code Sections 17464(a) and (b); and

WHEREAS, the City of Del Mar ("City") notified the District of the City's interest in acquiring the Property and the City and District negotiated a Purchase and Sale Agreement and Escrow Instructions which was approved by the Board, effective July 31, 2007 ("Purchase Agreement"); and

WHEREAS, the City requested changes to the Purchase Agreement which would extend the close of escrow date and provide for the financing of a portion of the purchase price of the Property; and

WHEREAS, the District desires to sell and the City desires to purchase the Property on the terms set forth in the Purchase Agreement as amended by the Amendment to Purchase and Sale Agreement and Escrow Instructions Between the City of Del Mar and the Del Mar Union School District ("Amendment"); and

WHEREAS, if the District approves the Amendment, the City has agreed to lease a portion of the Property to the District for its administrative offices and other District uses; and

WHEREAS, if the City purchases the Property from the District, the District will need to assign to the City the Lease Agreement Between the Del Mar Union School District and the Winston School as amended on July 26, 2006 ("Winston Lease"); and

WHEREAS, if the City purchases the Property from the District, the District will need to enter into a Memorandum of Understanding ("MOU") with Winston School to provide for the payment of utility expenses and the shared use of parking at the Property; and

WHEREAS, the Board has determined that a sale of the Property to the City as set forth in the Purchase Agreement and Amendment and the concurrent lease of a portion of the Property from the City would be in the best interest of the District.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Board hereby reaffirms that the Property is no longer required, nor will it be required in the foreseeable future, for classroom purposes.

Section 3. The Board hereby declares its intention to sell and approves the sale of the Property to the City upon the terms and conditions contained in the Purchase Agreement and Amendment, copies of which are available for review at the District office.

Section 4. The Board hereby approves the Lease Agreement Between City of Del Mar and Del Mar Union School District, May 15, 2008 through May 14, 2011, a copy of which is available for review at the District office.

Section 5. The Board hereby approves the Assignment of Lease between the District and the City, assigning the Winston Lease to the City, a copy of which is available for review at the District office.

Section 6. The Board hereby approves the MOU between the District and Winston School, a copy of which is available for review at the District office.

Section 7. The Interim Superintendent, or the Interim Superintendent's designee, is authorized to take such action and execute such documents as may be necessary to fulfill the requirements of this Resolution and to close the escrow with the City as provided in the Purchase Agreement and Amendment.

Section 8. The Interim Superintendent, or the Interim Superintendent's designee, is authorized to provide notice to any prior owners of the Property. The Board recognizes, however, at this time that such notice cannot reasonably be given, as the District has not yet been able to identify a person or persons who would be considered the prior owner. As such, the Board hereby determines that, absent future information, notice cannot reasonably be given to the prior owner, or its successors or assigns.

Section 9. The Interim Superintendent, or the Interim Superintendent's designee, is authorized to take such action and execute such documents as may be necessary to complete the MOU with Winston School.

APPROVED, ADOPTED, AND SIGNED this 19th day of May, 2008.

By: Anette C East
Annette Easton, President of the Board of Trustees of the
Del Mar Union School District

ATTEST:
By: [Signature]
Clerk of the Board of Trustees of the Del Mar Union
School District

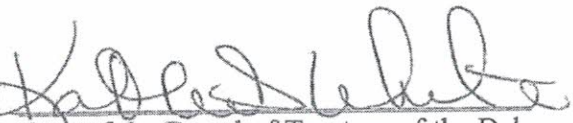
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

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I, Katherine White, Clerk of the Board of Trustees of the Del Mar Union School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2008- 11, and that the same has not been amended or repealed and is fully effective as of this date.

Dated: May 19, 2008

By: 
Clerk of the Board of Trustees of the Del
Mar Union School District

RESOLUTION NO. 2008-21

**RESOLUTION OF THE CITY OF DEL MAR APPROVING AN
AMENDED PURCHASE AGREEMENT AND RELATED DOCUMENTS,
AND ACCEPTING GRANT DEED FOR THE REAL PROPERTY
LOCATED AT 215 AND 225 NINTH STREET (SHORES).**

WHEREAS, the City Council of the City of Del Mar believes it to be in the City of Del Mar's best interests and that of its residents to purchase the real property at 215 and 225 Ninth Street commonly known as the "Shores", and to accept the grant of interest in said property; and

WHEREAS, the City Council of the City of Del Mar, desires to authorize the Deputy Mayor or a designated representative to execute documents, including a certificate of acceptance for the deed related to the sale of the real property (the "Property").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DEL MAR DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Del Mar hereby approves the following documents:

- a) Amendment to Purchase and Sale Agreement and Escrow Instrument between the City of Del Mar and the Del Mar Union School District, dated May 15, 2008;
- b) Lease Agreement between City of Del Mar and Del Mar Union School District;
- c) Assignment of Lease;
- d) Promissory Note secured by Deed of Trust; and
- e) Deed of Trust and Assignment of Rents.

SECTION 2. The grant of interest in real property, by the attached Grant Deed executed by the Del Mar Union School District, marked Exhibit "1", is hereby accepted.

SECTION 3. The Deputy Mayor is hereby authorized to execute on behalf of the City of Del Mar a certificate of acceptance for the Grant Deed for the Property.