

COPY

CITY OF ESCONDIDO
40 ACRES - SAN PASQUAL VALLEY

THE CITY OF SAN DIEGO

Flat Rate Lease

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SAN DIEGO, CALIFORNIA

LEASE OUTLINE

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CITY OF SAN DIEGO

FLAT RATE LEASE

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and THE CITY OF ESCONDIDO, hereinafter called "LESSEE."

SECTION 1: USES

1.01 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

1.02 Uses. It is expressly agreed that the premises, consisting of approximately 40 acres, is leased to LESSEE solely and exclusively for the purpose of developing, operating and maintaining a portion of the City of Escondido Municipal Golf Course, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

1.03 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.04 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim

of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.05 Easements and Reservations.

- a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good provided it does not unreasonably or substantially disrupt the use of the golf course.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services provided it does not unreasonably or substantially disrupt the use of the golf course.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of damage as determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

SECTION 2: TERM

- 2.01 Commencement. The term of this agreement shall be sixty-two (62) years commencing on the first day of the month following execution of said agreement by the City Manager.
- 2.02 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY

shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

- 2.03 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

- 2.04 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances, and in a decent, safe and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

SECTION 3: RENT

- 3.01 Time and Place of Payment. Rent is due quarterly in advance on or before the first day of each new quarter. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.02 Rent.

- a. Rent Amount. The initial rent is Three Thousand Four Hundred Dollars (\$3,400) per quarter. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) as hereinafter provided. In addition, City shall be entitled to a 50 percent portion of the ~~profits~~ from the golf course operations in accordance with the Agreement to Purchase Real Property between the City of Escondido and the City of San Diego dated January 25, 1988.
- b. 1) CPI Index Adjustments. At the end of the first year following the effective date of the lease and at the end of each year thereafter during the lease term, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection b.(1) CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- 2) Index Adjustment Computation. The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established by the method outlined in the following paragraphs; provided, however, increases in the rent shall not exceed six percent (6%) per year.

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

U The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month) and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index	121	
Base Figure	$\frac{121}{110} = 1.10$	(Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index	138	
Base Figure	$\frac{138}{121} = 1.14$	(Adjustment Figure)

Effective Rent x 1.14 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the

new rent. Using the foregoing examples, if the rent is now \$1,000 per month, after the first adjustment it will be \$1,100 per month ($\$1,000 \times 1.10$). In the second adjustment it will be \$1,254 per month ($\$1,100 \times 1.14$).

- 3.03 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

In the event that the CITY audit, if applicable, discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said rent was underpaid in addition to the unpaid rents as shown to be due CITY as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

- 3.04 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT

- 4.01 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit

and bind the successors and assigns of the respective parties, jointly and individually.

- 4.02 Assignment and Subletting. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. Such consent by the City Manager shall not be unreasonably withheld. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of the City Manager.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired.

- 4.03 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing and/or improving the leased premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, the CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to CITY. Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or condition hereof.

4.04 Defaults and Remedies.

a. Default. In the event that:

- 1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- 2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or

3) LESSEE shall be adjudicated a bankrupt; or

4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.04a.(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.

2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.

- 3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically

agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.05 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the mutual opinion of both cities, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the mutual opinion of both cities, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE, including crops. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority

entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease so long as such rights do not unreasonably or substantially interfere with LESSEE'S operations.

- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.01 Indemnity. LESSEE shall at all times relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:
 - a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
 - b. any operation, use, or occupation conducted on the premises;
 - c. any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
 - d. any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.
- 5.02 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting

from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.02, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.01 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.
- 6.02 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section

shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

- 6.03 Maintenance. Except as hereinafter provided, LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
- 6.04 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. This provision shall not apply to improvements or alterations costing less than \$100,000, which amount shall be adjusted over the lease term to reflect Consumer Price Index (CPI) adjustments. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.
- 6.05 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises.
- 6.06 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien,
or

- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.07 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

6.08 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or One Hundred Eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.

- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
 - f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.
- 6.09 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.

SECTION 7: GENERAL PROVISIONS

7.01 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

- 7.02 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
- 7.03 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.04 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 7.05 Equal Opportunity. LESSEE agrees to be an Equal Opportunity Employer and shall assure that the golf course is operated accordingly.
- 7.06 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.07 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 7.08 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.09 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees

that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

7.11 Water Rights. There is hereby reserved to CITY, and LESSEE herein expressly agrees that in addition to the reservations made in Section 1.05, Easements and Reservations, hereof, CITY shall have the right throughout said term, to divert, impound, store, and transport by means of dams, reservoirs, or by pumping any or all water, both surface and underground, which flows over, under or across the leased premises, together with the right to divert by percolating through any of said leased premises.

- a. LESSEE shall have the right at LESSEE'S sole cost to develop and use on the leased premises all natural water necessary to carry out the purpose of this lease, but it is expressly agreed that said water shall be used only on the leased premises.

LESSEE agrees that upon termination of this agreement, it will leave any wells developed or used on the leased premises during the term of this lease in good order and condition and that the casing shall be left in place.

- b. CITY shall have the right to reasonable access for monitoring the level and quality of natural surface and ground waters over and under the leased premises. Should the monitoring indicate surface and/or ground water quality degradation, the CITY shall have the right to require alteration of any agricultural, irrigation or other practices by LESSEE which may cause such water quality degradation as determined by the City Manager.

7.12 Noxious Weeds, Pests. LESSEE shall take proper corrective action, to the satisfaction of CITY, to prevent the infestation of noxious weeds and pests.

7.13 Warranty. CITY does not warrant that said premises are suitable for the purposes for which they are leased as stated herein.

7.14 Fencing. With the exception of the western boundary, LESSEE agrees to install and maintain a six-foot (6') cyclone fence along the perimeter of the leased premises. Any fencing along the western boundary shall be installed at LESSEE'S sole discretion.

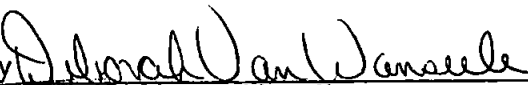
7.15 LESSEE'S Right to Terminate Lease. Anything to the contrary herein notwithstanding, this lease shall not become effective if precluded by any applicable law and may be terminated by LESSEE in the event any law effectively precludes development of the site for golf course purposes prior to LESSEE'S obtaining vested rights to utilize the property in accordance with the lease.

SECTION 8: SIGNATURES

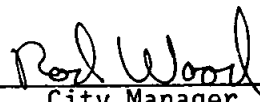
8.01 Signature Page

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

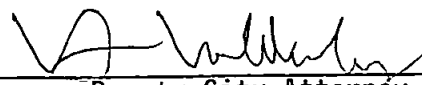
Date May 9, 1988 By 
~~ASSISTANT TO THE~~ Deputy City Manager

LESSEE: CITY OF ESCONDIDO

Date April 28, 1988 By 
City Manager

APPROVED as to form and legality this 23 day of May, 1988.

JOHN W. WITT, City Attorney

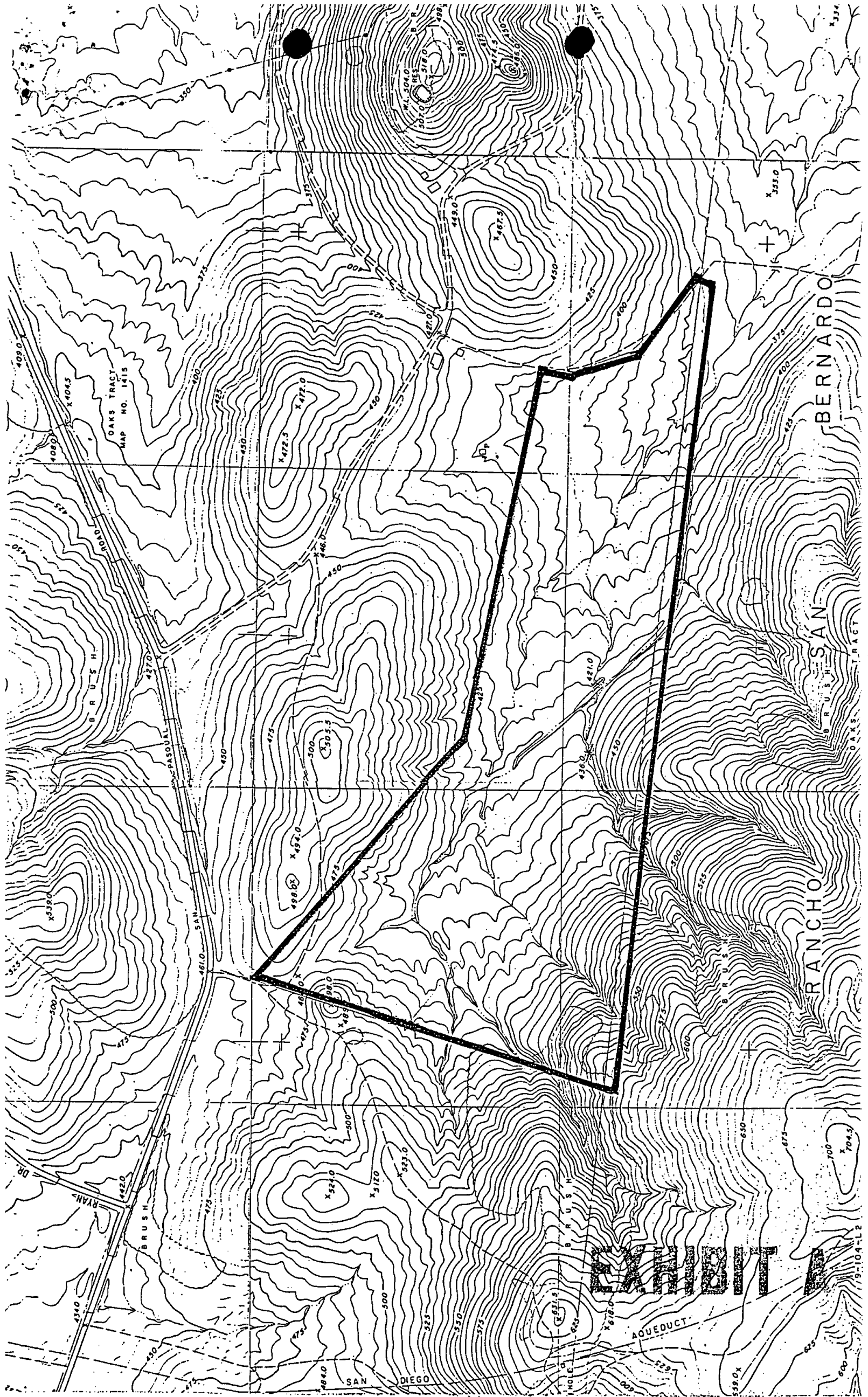
By 
Deputy City Attorney

WRK:st(62-6)
4-19-88

Attachments

9.02 Description and Listing of LESSEE-owned Improvements.

None.



LOMAS GROUP

RECEIVED

MAY 24 1989

PROPERTY DEPT.

792-1541
322 Eighth St. #100
INTER-OFFICE MEMORANDUM

Del Mar
92014

TO: MICHAEL STEFFEN, CITY OF SAN DIEGO

FROM: GRADY DUTTON

DATE: MAY 23, 1989

SUBJECT: GOLF COURSE LEASE AREA/ESCONDIDO (VINEYARD PROPERTY)

Enclosed please find two blueprints of the Golf Course Lease
Area along with Legal Description of the property.

LEGAL DESCRIPTION

FOR

GOLF COURSE LEASE AREA

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY AND THE OAK'S TRACT IN THE RANCHO SAN BERNARDO ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH $84^{\circ}04'31''$ WEST (RECORD NORTH $84^{\circ}04'30''$ WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $15^{\circ}29'53''$ EAST (RECORD NORTH $15^{\circ}30'$ EAST) ALONG THE WESTERLY LINE OF SAID LAND 1275.71 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH $41^{\circ}47'03''$ EAST, 380.00 FEET; THENCE SOUTH $55^{\circ}24'35''$ EAST, 432.00 FEET; THENCE SOUTH $09^{\circ}29'51''$ EAST, 1285.50 FEET; SOUTH $51^{\circ}17'26''$ EAST, 320 FEET; THENCE SOUTH $05^{\circ}55'29''$ WEST, 240.00 FEET TO THE SAID SOUTHERLY LINE OF SAID TRACT; THENCE ALONG SAID SOUTHERLY LINE NORTH $84^{\circ}04'31''$ WEST (RECORD NORTH $84^{\circ}04'30''$ WEST) 2640.00 FEET TO THE TRUE POINT OF BEGINNING.

(R-88-2157)

RESOLUTION NUMBER R- 270925

ADOPTED ON MAY 9 1988

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of the City of San Diego, a lease agreement with the CITY OF ESCONDIDO, for a term of 62 years, for 40 acres of city-owned land in San Pasqual Valley, at an initial rent of \$13,600 per year, together with a 50 percent portion of the profits from the golf course operations, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 270925.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
04/26/88
Or.Dept:Prop.
Job:490001
R-88-2157
Form=r.none

Passed and adopted by the Council of The City of San Diego on

MAY 9 1988 by the following vote:

YEAS: Roberts, McColl, Pratt, Struiksma, Henderson, McCarty.

NAYS: Wolfsheimer, Filner, Mayor O'Connor.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 270925, passed
and adopted by the Council of The City of San Diego, California
on MAY 9 1988.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Rhonda R. Barnes, Deputy

File Copy

File with
city of Escondido
lease agreement

DUPLICATE

DOCUMENT NO. RR-269816-1

FILED NOV 24 1987

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

AGREEMENT TO PURCHASE REAL PROPERTY

THIS AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made and entered into this 25 day of January, 1988 by and between the CITY OF SAN DIEGO, a municipal corporation ("San Diego"), and the CITY OF ESCONDIDO, a municipal corporation ("Escondido"), pursuant to the following recitals.

R E C I T A L S:

A. San Diego is the owner of four (4) parcels of land located within the city limits of Escondido and more particularly described on Exhibit "1" attached hereto as "Parcels 1, 2, 3 and 4", and referred to as such in this Agreement.

B. This Agreement provides for the sale to Escondido of Parcels 1 and 2 described on Exhibit "1". The parties contemplate golf course use of an approximately 120-acre portion of Parcel 1 (referred to in this Agreement as the "Golf Course Land") and residential use of the remainder of Parcel 1 and all of Parcel 2 ("Residential Land"). The exact boundaries of the Golf Course Land (and therefore also the Residential Land) will be determined pursuant to the paragraph below entitled "Condition Precedent - Golf Course Vesting and Co-Tenancy Agreement".

C. The sale by San Diego of Parcels 1 and 2 is authorized pursuant to Government Code Sections 54222 through 54232.

NOW, THEREFORE, the parties hereto agree as follows:

1. Price. Escondido shall purchase the Residential Land and the Golf Course Land for the cash price of \$11,254,480.00 being the fair market value of Parcels 1 and 2 as determined by the appraisal dated October 15, 1987 and prepared by James Brabant. The full purchase price shall be paid at close of escrow from the sale proceeds resulting from the concurrent closing of the resale of the Residential Land by Escondido ("Resale Agreement"), as is more fully described in the paragraph below entitled "Concurrent Escrow Closing".

2. Status of Title; Title Insurance. San Diego shall convey (i) the Golf Course Land to Escondido subject to all covenants, conditions, restrictions, reservations and easements of record and (ii) the Residential Land to Escondido subject to those covenants, conditions, restrictions, reservations and other items of record permitted by the Resale Agreement. Escondido may obtain, at its expense, a commitment for a CLTA owner's policy of title insurance from First American Title Insurance Company, consistent with the requirements of this paragraph; provided, however, Escondido may elect to obtain, at its expense, a commitment for an ALTA owner's policy of title insurance; Escondido may also elect not to obtain any commitment for title insurance.

3. Escrow Instructions. Within fifteen (15) business days after entering into this Agreement, the parties shall open an escrow account with First American Title Insurance Company ("Escrow"). All fees and costs of Escrow shall be paid by Escondido. Escrow instructions, consistent with the terms of this Agreement, shall be executed by the parties.

4. Proration. General and special real property taxes and assessments shall be prorated to close of escrow based upon the latest regular tax bill available to Escrow and without regard to the proration of any supplemental assessments levied pursuant to California Revenue and Taxation Code Sections 75 and following; provided, however, only one-half (1/2) of the general and special real property taxes and assessments shall be prorated for the Golf Course Land. In the event separate tax bills do not exist for the Golf Course Land and the Residential Land, the taxes and assessments deemed applicable to each shall be based upon acreage.

5. Conditions Precedent - General Plan Amendment and Approval of Specific Plans. San Diego's obligation to sell the Residential Land and the Golf Course Land is subject to the approval by Escondido of:

5.1 An amendment to the Escondido General Plan, designating Parcels 1, 2, 3 and 4 as being within a Specific Plan zoning area;

5.2 A Specific Plan(s) allowing: (a) the Golf Course to be improved on the Golf Course Land, (b) neighborhood convenience center uses on Parcel 3 and (c) agricultural use of Parcel 4; and

5.3 A separate Specific Plan allowing the Residential Land to be developed for residential use.

The parties expect that the Lomas Serenas Company (being the buyer under the Resale Agreement) will apply for approval of a specific plan covering the Residential Land. Escondido shall

initiate the general plan amendment described in Subparagraph 5.1 and the specific plan described in Subparagraph 5.2 and consider the merits of such approvals by holding the appropriate public hearings. Neither the doctrine of implied covenants of fair dealing nor anything stated or implied herein is intended to restrict, limit or affect Escondido's right to exercise its discretion in deciding whether to grant any such approvals.

6. Condition Precedent - Golf Course Vesting and Co-Tenancy Agreement. San Diego's obligation to sell the Residential Land and Golf Course Land, and Escondido's obligation to purchase, are subject to the City Managers of San Diego and Escondido each approving, and San Diego and Escondido entering into through their respective City Managers, an agreement which provides for:

6.1 The exact boundaries of the Golf Course Land; the parties contemplate that the Golf Course will be of regulation size and Escondido will use its best reasonable efforts to cause it to be of regulation size. San Diego may be asked to obtain with Escondido a ten-acre privately-owned parcel not within Parcels 1, 2, 3 or 4 in order to add the ten acres to the Golf Course.

6.2 Escondido to cause, at its expense, the Golf Course improvements to be completed on the Golf Course Land.

6.3 Escondido to transfer to San Diego, free of monetary encumbrances (other than non-delinquent taxes and assessments) an undivided one-half (1/2) interest in the Golf Course Land (but not including those Golf Course improvements which are severable in title from the Golf Course Land. San Diego shall have no obligation to incur any indebtedness.

6.4 The management and operation by Escondido of the Golf Course.

→6.5 San Diego to share in one-half (1/2) of the profits (but not the losses) which result from the operation of the Golf Course.

7. Concurrent Escrow Closing. Escondido has previously entered into a Resale Agreement with Lomas Serenas Company which provides for the resale of the Residential Land. San Diego acknowledges having received a copy of the Resale Agreement. Escondido's obligation to close escrow hereunder is subject to the concurrent close of the escrow pursuant to the Resale Agreement or pursuant to a similar resale agreement with another developer should the Resale Agreement with Lomas Serenas Company be rescinded. For purposes of this Agreement, reference to "Developer" shall mean the purchaser from Escondido of the Residential Land.

8. Condition Precedent - Agreement With Developer. San Diego's obligation to sell is subject to it entering into an agreement with the Developer, in form acceptable to the City Attorney of San Diego, whereby:

(a) Should the Developer rezone the Residential Land to a density greater than 534 dwelling units or for commercial or industrial use anytime within ten (10) years after the close of escrow whereby the Developer acquired the Residential Land, or during the original term of the Development Agreement, whichever is longer, then Developer shall pay to San Diego, as consideration for San Diego waiving its rights under the Covenant Running With Residential Land referred to in Paragraph 10 below, fifty percent (50%) of any increase in fair market value of the Residential Land which results from such change in zoning ("Zoning Change"). Fair market value will be determined by arbitration through the American Arbitration Association in accordance with its Commercial Rules of arbitration. Such sum shall be paid within thirty (30) days after close of escrow for resale of any portion of the Residential Land after such Zoning Change or ninety (90) days after issuance of an occupancy permit for any portion of the Residential Land after a Zoning change, whichever shall first occur.

(b) Except as stated below, Developer shall not resell more than twenty-five percent (25%) of the residential lots allowed on the Residential Land by the Specific Plan during any of the first five (5) fiscal years after close of escrow whereby it acquired the Residential Land. This restriction is non-cumulative, and no more than such twenty-five percent (25%) of the lots may be sold during any such fiscal year. This restriction does not, however, apply to any of the following "Exempt Sales":

(1) Any sale of a lot improved with a residence or if Developer has entered into a binding agreement with the lot buyer to complete the residence;

(2) Any sale to a buyer who certifies in writing, under penalty of perjury, that he intends to build a residence on the lot for his own use and not for resale;

(3) In addition to the sales exempted in Subparagraphs (1) and (2) above, up to ten (10) residential lots may be sold in any fiscal year and be deemed Exempt Sales;

(4) Any foreclosure sale or deed in lieu of foreclosure to an institutional trust deed secured lender under a bona fide loan transaction and any sale

by such lender (or successful bidder at foreclosure) shall be deemed Exempt Sales;

(5) Any sale which closes escrow more than five (5) years after close of escrow whereby Developer acquired the Residential Land (i.e. the resale restriction shall expire after five (5) years); and

(6) Any transfer of Residential Land to a general or limited partnership of which Developer is the managing general partner.

(c) Should Developer make any non-Exempt Sale within such five (5) year period, it shall pay to San Diego the following percentage of net proceeds derived from such sale, depending upon during which fiscal year such sale closes escrow:

(1) First fiscal year - 100% of net proceeds;

(2) Second fiscal year - 75% of net proceeds;

(3) Third fiscal year - 50% of net proceeds;

(4) Fourth fiscal year - 25% of net proceeds; and

(5) Fifth fiscal year - 25% of net proceeds.

"Fiscal year" refers to each twelve (12) month period following close of escrow whereby Developer acquired the Residential Land. "Net proceeds" refers to gross revenues from a non-Exempt Sale of the Residential Land, less (i) direct costs of the sale (including commissions, title and escrow costs, etc.) and (ii) prorata Authorized Costs. Authorized Costs will include all direct costs of: Acquiring the Residential Land (i.e. the price paid, any commissions and closing costs), obtaining development entitlements, holding the Residential Land (interest and taxes, etc.) preparing and planning for the improvement of the Residential Land (i.e. costs of architects, planners, designers, attorneys, etc.) and costs of improving the Residential Land (contractors, subcontractors, material suppliers, etc.). However, only costs for work directly related to the Residential Land and paid to third parties shall be deemed Authorized Costs, and no "overhead" shall be included in calculating Authorized Costs. The prorata amount of Authorized Costs shall generally be calculated on an authorized per lot basis; that is, the Authorized Costs will be multiplied by a fraction, the numerator of which is the number of lots authorized by the Development Agreement on the portion of the Residential Land being sold and the denominator of which is the total number of residential lots authorized by the Develop-

ment Agreement for all the Residential Land. Direct construction costs shall, however, be prorated based upon the portion of the Residential Land improved versus the portion of the Residential Land being sold.

(d) Any dispute regarding calculation of net proceeds shall be resolved by arbitration before the American Arbitration Association in accordance with its Commercial Rules.

(e) Sums payable to San Diego hereunder shall be paid in cash within thirty (30) days after close of escrow for the non-Exempt Sale.

9. Review and Comment by San Diego of Golf Course. At such time as the proposed site plan for the Golf Course is prepared by Escondido, Escondido shall notify San Diego and give San Diego the opportunity to review the site plan and submit its comments concerning the same. Escondido shall consider such comments when it renders its decision of whether to approve or disapprove the plans for the Golf Course, pursuant to the Resale Agreement.

10. Covenant Running With Residential Land. Concurrent with close of escrow, Escondido and San Diego shall enter into (execute and acknowledge) the Covenant Running With Residential Land attached hereto as Exhibit "2", and such Covenant shall be recorded with the County Recorder of San Diego County prior to close of escrow for the Resale Agreement.

11. Purchase of Water Connection Rights. Escondido shall repurchase from San Diego water connection rights held by San Diego to serve all four (4) parcels (i.e. Parcels 1, 2, 3 and 4). The repurchase shall occur pursuant to the terms and conditions set forth in that certain Purchase Agreement between San Diego and Escondido dated June 23, 1983 and shall be a sufficient number of rights to serve the land uses for all four (4) parcels as set forth in the Specific Plans described in Paragraph 5 above.

12. Escrow Closing Date. Escrow shall close on or before May 31, 1988. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Should escrow fail to close on or before such date, either party may terminate this Agreement by so notifying the other party. Should the City Managers of Escondido and San Diego so agree, the closing date may be extended for another six (6) months, provided that (i) the Residential Land and the Golf Course Land are reappraised by the appraiser referred to in the paragraph above entitled "Price", and (ii) the price of the Residential Land and Golf Course Land is adjusted to the reappraised value.

13. Inspection of Land. Escondido and its agents shall have the right to inspect Parcels 1 and 2 and to conduct reason-

able soils tests and other activities thereon. Escondido hereby holds San Diego harmless from any claim, damage or lien which results from it so entering upon Parcel 1 or 2. San Diego agrees to grant Developer and its agents such rights of inspection and soils testing subject to Developer agreeing to hold San Diego harmless from any claim, damage or lien which results from it so entering upon Parcel 1 or 2. Developer shall be deemed a third party beneficiary of this paragraph.

14. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, or by overnight delivery service, shall be sufficient service.

15. Counterparts. This Agreement may be executed in two or more counterparts.

16. Attorneys' Fees. Should any action be brought by either party against the other, the prevailing party (as determined by the court) shall be entitled to recover from the other party its actual costs and reasonably incurred attorneys' fees.

17. As Is Purchase. San Diego is selling the Residential Land and an undivided one-half (1/2) interest in the Golf Course Land in as is condition and without any warranties, express or implied. Escondido acknowledges that it has made such investigations as it deems appropriate of the land being sold hereby.

18. No Partnership. Nothing stated in this Agreement or which will be stated in the agreement with the Developer required by Paragraph 8 above shall be deemed to create any partnership relationship between San Diego, Escondido and/or the Developer.

Dated: January 25, 1988

"ESCONDIDO"

CITY OF ESCONDIDO, a municipal corporation

By Dermot Hazen

100 Valley Boulevard
Escondido, California 92025
Attention: City Manager

Dated: NOV 24 1987

"SAN DIEGO"

CITY OF SAN DIEGO, a municipal
corporation

By _____

202 "C" Street, 10th Floor
San Diego, California 92101
Attention: City Manager

D. Michael Van Wanselle
ASSISTANT TO THE CITY MANAGER

Approved as to form and legality	
this <u>24th</u> day of <u>November</u> , 19 <u>88</u>	JOHN W. WITT, City Attorney
By <u>[Signature]</u>	Assistant City Attorney

EXHIBIT "1"

ORDER NO. 957439-19

LEGAL DESCRIPTION

PARCEL 1:

PARCEL A:

THAT PORTION OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF RESURVEY OF OAKS TRACT SUB-DIVIDED, ACCORDING TO MAP NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER, FEBRUARY 8, 1912, WITH THE EASTERLY BOUNDARY OF THAT CERTAIN 60.00 FOOT COUNTY ROAD, KNOWN AS COUNTY HIGHWAY COMMISSION, ROUTE 3, DIVISION 1, ALSO KNOWN AS SUNSET DRIVE, BEING SHOWN ON RECORD SURVEY MAP NO. 5234, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF THE SAID OAKS TRACT SOUTH 84°04'30" EAST, 1571.67 FEET TO THE TRUE POINT OF BEGINNING, BEING AT THE NORTHERLY END OF COURSE NO. 54 OF THE APPROXIMATE 395 FOOT CONTOUR ABOVE MEAN SEA LEVEL, ACCORDING TO U. S. GEOLOGICAL SURVEY DATUM AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 5234; THENCE SOUTH 42°22'30" WEST, 869.74 FEET; THENCE NORTH 47°37'30" WEST, 1177.53 FEET TO THE SOUTH LINE OF THE SAID OAKS TRACT; THENCE SOUTH 84°04'30" EAST ALONG SAID SOUTH LINE OF OAK TRACT TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THOSE PORTIONS OF THE OAK'S TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912 OF LONGVIEW ACRES SUBDIVISION, ACCORDING TO THE MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY NOVEMBER 28, 1947 AND OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2, ACCORDING TO THE MAP THEREOF NO. 2582, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY AUGUST 15 1949, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON SAID MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15', A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD

PARCEL 1 CONTINUED

NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949 AND RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST, 561.55 FEET; THENCE SOUTH 3°15'40" EAST, 205.46 FEET; THENCE NORTH 84°24'40" WEST, 455.42 FEET; THENCE NORTH 4°49'00" EAST, 890.14 FEET TO THE NORTHWESTERLY CORNER OF SAID ANDERSON'S LAND AT A POINT ON THE CENTER LINE OF SAID SAN PASQUAL ROAD; THENCE NORTH 70°05'30" WEST ALONG SAID CENTER LINE, 44.88 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°29', A DISTANCE OF 217.88 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 82°34'20" WEST, 41.13 FEET; THENCE LEAVING SAID CENTER LINE NORTH 7°25'40" EAST, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN BLOCK 3 OF SAID LONGVIEW ACRES SUBDIVISION; THENCE NORTH 7°08'45" EAST ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 762.25 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 88°29'20" WEST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 780.38 FEET TO THE EASTERLY LINE OF LOT 2 IN SAID BLOCK 3 OF LONGVIEW ACRES SUBDIVISION; THENCE NORTH 1°25'30" WEST ALONG THE EAST LINES OF LOTS 2 AND 1 IN SAID BLOCK 3 AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 859.92 FEET TO A POINT IN THE CENTER LINE OF MARY LANE AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 87°51'40" WEST ALONG SAID CENTER LINE, 413.03 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO J. R. ELLEDGE AND WIFE, BY DEED DATED JANUARY 24, 1949 AND RECORDED IN BOOK 3116, PAGE 265 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LAND SOUTH 2°08'20" WEST, 450.00 FEET AND NORTH 87°51'40" WEST 543.83 FEET TO A POINT IN THE CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 19°24'30" EAST ALONG SAID CENTER LINE, 143.90 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°55', A DISTANCE OF 155.63 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 10°29'30" EAST (NORTH 10°03'50" EAST AS SHOWN ON MAP NO. 2582 OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 15, 1949), A DISTANCE OF 1818.63 FEET; THENCE LEAVING SAID CENTER LINE NORTH 78°35' WEST 975.00 FEET; THENCE SOUTH 10°03'50" WEST (RECORD SOUTH 10°29'30" WEST) PARALLEL WITH SAID CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, A DISTANCE OF 500.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE OLIVER OAKS TRACT, AS DESCRIBED IN A DEED RECORDED FEBRUARY 16, 1912 IN BOOK 550, PAGE 154 OF DEEDS; THENCE NORTH 78°35' WEST ALONG SAID SOUTHERLY LINE OF THE OLIVER OAKS TRACT, 2328.10 FEET TO THE NORTHEASTERLY CORNER OF LAND DESCRIBED IN PARCEL 1 OF A DEED TO HELEN BANISTER, DATED AUGUST 31, 1953 IN BOOK 4973, PAGE 163 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAND DUE SOUTH 920.00 FEET DUE EAST 116.45 FEET AND DUE SOUTH 654+47 FEET TO THE SOUTHEASTERLY CORNER THEREOF AT A POINT ON THE NORTHEASTERLY LINE OF LOT 9 IN BLOCK 8 OF SAID LONGVIEW ACRES SUBDIVISION ON UNIT NO. 2; THENCE SOUTH 64°17' EAST ALONG SAID NORTHEASTERLY LINE 60.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAST MENTIONED SUBDIVISION AS FOLLOWS:

PARCEL 1 CONTINUED

SOUTH 20°13'10" WEST 528.48 FEET; THENCE SOUTH 23°28'20" WEST, 75.00 FEET; THENCE SOUTH 8°38'40" WEST 251.74 FEET; THENCE SOUTH 46°58'20" WEST 361.06 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14 IN BLOCK 8 OF SAID SUBDIVISION, SAID POINT BEING ALSO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 40 FEET, THE CENTER OF WHICH BEARS SOUTH 41°49'45" WEST; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 262°49'10" A DISTANCE OF 183.48 FEET TO A POINT IN THE SOUTH LINE OF BLOCK 9 OF SAID LONGVIEW ACRES SUBDIVISION UNIT NO. 2; THENCE SOUTH 83°14'20" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 400.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE SOUTH 6°45'40" EAST (RECORD SOUTH 6°42' EAST) ALONG SAID EASTERLY LINE 12.74 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO, NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, MARCH 11, 1910; THENCE NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION 106.03 FEET TO THE WESTERLY LINE OF SAID STATE HIGHWAY; THENCE CONTINUING NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED SUBDIVISION, 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHOENMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691 PAGE 146 OF OFFICIAL RECORDS; SAID COMMON CORNER BEING AT ENGINEERS STATION 22 + 03.04 IN THE CENTER OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 31°07'04" A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE SOUTH 52°57' EAST 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°37' A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 4°20' EAST 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE

PARCEL 1 CONTINUED

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42' A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63°02' EAST 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20" A DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE SOUTH 69°17' EAST 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46' A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAK'S TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 937.22 FEET TO THE WESTERLY LINE OF THE HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE CONTINUING SOUTH 84°03' EAST ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 51.25 FEET, MORE OR LESS TO THE CENTER LINE OF SAID STATE HIGHWAY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 84°04'40" EAST (RECORD SOUTH 84°04'30" EAST) 2620.93 FEET TO THE CENTER LINE OF THE HEREINBEFORE MENTIONED SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) 4221.26 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY BOUNDARY OF PARCEL MAP 11382, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 11, 1981 AS FILE NO. 81-182347 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE CENTER LINE OF SAN PASQUAL ROAD ALL AS SHOWN ON LONGVIEW ACRES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947.

ALSO EXCEPTING THEREFROM A PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP NO. 1415 FILED IN THE RECORDER'S OFFICE, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, COUNTY OF SAN DIEGO.

PARCEL 1 CONTINUED

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NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9, BLOCK 3 OF LONGVIEW ACRES SUBDIVISION ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947; THENCE SOUTH 11°25'00" WEST 30.33 FEET, MORE OR LESS TO AN INTERSECTION WITH THE CENTERLINE OF SAN PASQUAL ROAD, AS THE SAME IS SHOWN ON SAID MAP NO. 2438, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTER LINE 142.30 FEET; THENCE SOUTH 13°21'36" WEST 561.53 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET; THENCE NORTH 84°24'40" WEST 455.42 FEET; THENCE NORTH 4°49'00" EAST 890.14 FEET, MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF SAID SAN PASQUAL ROAD; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTERLINE 385.83 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1415 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A

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500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY ON NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION

PARCEL 2:

BEING A SUBDIVISION OF THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912.

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910 WITH THE WESTERLY LINE OF THE 100.00 FOOT CALIFORNIA STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID HIGHWAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID HOMELAND ACRES, NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE, BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY LINE OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHONEMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691, PAGE 146 OF OFFICIAL RECORDS, SAID COMMON CORNER BEING AT ENGINEER'S STATION 22 PLUS 03.04 ON THE CENTER LINE OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31°07'04", A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 52°57' EAST, 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37', A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 4°20' EAST, 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42', A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 63°02' EAST, 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20", A

PARCEL 2 CONTINUED

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DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST, 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 69°17' EAST, 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46', A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAKS TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAKS TRACT, 937.22 FEET TO THE WESTERLY LINE OF HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE ALONG SAID WESTERLY LINE, NORTH 6°43'45" WEST, 1913.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 27, 1968 AS FILE NO. 87832 OF OFFICIAL RECORDS AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 5, 1972 AS FILE NO. 2130 OF OFFICIAL RECORDS, AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND SOUTHEASTERLY OF THE WESTERLY AND NORTHWESTERLY SIDE LINE OF THAT CERTAIN EASEMENT GRANTED TO THE CITY OF ESCONDIDO, A MUNICIPAL CORPORATION, IN DEED RECORDED NOVEMBER 10, 1983, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 83-408738 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER PIPES AND APPURTENANCES NOW USED FOR THE DISTRIBUTION OF WATER WHICH PIPES AND APPURTENANCES ARE LOCATED ON THE PROPERTY OF THE GRANTORS HEREINBELOW DESCRIBED, INCLUDING SPECIFICALLY FOURTEEN WATER WELLS, TOGETHER WITH THE PUMPS, PIPELINES, ELECTRIC LINES, EQUIPMENT AND FACILITIES USED IN THE OPERATION OF SAID WELLS UPON THE SAID PROPERTY HEREINBELOW DESCRIBED, TOGETHER WITH A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY TO BE USED IN COMMON WITH THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLING, MAINTAINING OPERATING AND REPAIRING WATER PIPES, WITH METERS AND OTHER MEASURING DEVICES, FOR THE PURPOSE FOR MEASURING OR CONTROLLING THE FLOW OF WATER, PROVIDED THAT ALL SUCH PIPES SHALL BE INSTALLED AND MAINTAINED AT LEAST 18 INCHES BELOW THE NATURAL SURFACE OF THE LAND THROUGH WHICH THEY SHALL EXTEND, AS SET FORTH IN A QUIT CLAIM DEED FROM GREEN MUTUAL WATER COMPANY OF SAN DIEGO COUNTY TO CITY OF SAN DIEGO DATED DECEMBER 26, 1953, RECORDED DECEMBER 30, 1953 IN BOOK 5098, PAGE 401 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION

PARCEL 3:

BEING A SUBDIVISION OF THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912.

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910 WITH THE WESTERLY LINE OF THE 100.00 FOOT CALIFORNIA STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID HIGHWAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID HOMELAND ACRES, NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE, BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY LINE OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHONEMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691, PAGE 146 OF OFFICIAL RECORDS, SAID COMMON CORNER BEING AT ENGINEER'S STATION 22 PLUS 03.04 ON THE CENTER LINE OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31°07'04", A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 52°57' EAST, 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37', A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 4°20' EAST, 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42', A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 63°02' EAST, 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20", A

PARCEL 3 CONTINUED

ORDER NO. 957441-19

DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST, 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 69°17' EAST, 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46', A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAKS TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAKS TRACT, 937.22 FEET TO THE WESTERLY LINE OF HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE ALONG SAID WESTERLY LINE, NORTH 6°43'45" WEST, 1913.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 27, 1968 AS FILE NO. 87832 OF OFFICIAL RECORDS AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 5, 1972 AS FILE NO. 2130 OF OFFICIAL RECORDS, AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND SOUTHEASTERLY OF THE WESTERLY AND NORTHWESTERLY SIDE LINE OF THAT CERTAIN EASEMENT GRANTED TO THE CITY OF ESCONDIDIO, A MUNICIPAL CORPORATION, IN DEED RECORDED NOVEMBER 10, 1983, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 83-408738 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER PIPES AND APPURTENANCES NOW USED FOR THE DISTRIBUTION OF WATER WHICH PIPES AND APPURTENANCES ARE LOCATED ON THE PROPERTY OF THE GRANTORS HEREINBELOW DESCRIBED, INCLUDING SPECIFICALLY FOURTEEN WATER WELLS, TOGETHER WITH THE PUMPS, PIPELINES, ELECTRIC LINES, EQUIPMENT AND FACILITIES USED IN THE OPERATION OF SAID WELLS UPON THE SAID PROPERTY HEREINBELOW DESCRIBED, TOGETHER WITH A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY TO BE USED IN COMMON WITH THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLING, MAINTAINING OPERATING AND REPAIRING WATER PIPES, WITH METERS AND OTHER MEASURING DEVICES, FOR THE PURPOSE FOR MEASURING OR CONTROLLING THE FLOW OF WATER, PROVIDED THAT ALL SUCH PIPES SHALL BE INSTALLED AND MAINTAINED AT LEAST 18 INCHES BELOW THE NATURAL SURFACE OF THE LAND THROUGH WHICH THEY SHALL EXTEND, AS SET FORTH IN A QUIT CLAIM DEED FROM GREEN MUTUAL WATER COMPANY OF SAN DIEGO COUNTY TO CITY OF SAN DIEGO DATED DECEMBER 26, 1953, RECORDED DECEMBER 30, 1953 IN BOOK 5098, PAGE 401 OF OFFICIAL RECORDS.



ORDER NO. 957442-19

LEGAL DESCRIPTION

PARCEL 4:

ALL THAT PORTION OF LOT 7 OF RANCHO SAN BERNARDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 2, AT PAGE 462 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY BOUNDARY OF RECORD OF SURVEY MAP NO. 7877, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 23, 1974 AS FILE NO. 74-135964 OF OFFICIAL RECORDS, SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT COURSE SHOWN AS "NORTH 6°38'08" WEST 192.90 FEET" ON SAID RECORD OF SURVEY; THENCE ALONG THE BOUNDARY OF SAID RECORD OF SURVEY MAP NORTH 06°38'08" WEST 192.90 FEET; THENCE NORTH 28°57'10" WEST 168.26 FEET; THENCE NORTH 34°58'12" WEST 102.98 FEET; THENCE NORTH 35°07'20" WEST 273.57 FEET; THENCE NORTH 37°08'49" WEST 128.04 FEET; THENCE NORTH 15°37'48" WEST 154.54 FEET; THENCE NORTH 29°07'27" WEST 204.61 FEET; THENCE NORTH 35°37'14" WEST 232.30 FEET; THENCE SOUTH 57°07'06" WEST 78.49 FEET; THENCE NORTH 21°08'11" EAST 91.68 FEET; THENCE NORTH 34°21'18" WEST 51.27 FEET; THENCE NORTH 68°38'45" WEST 78.20 FEET; THENCE NORTH 72°52'45" EAST 93.64 FEET; THENCE NORTH 15°25'49" EAST 96.63 FEET; THENCE NORTH 20°47'13" EAST 142.43 FEET; THENCE NORTH 40°57'48" WEST 100.78 FEET; THENCE NORTH 62°30'44" WEST 88.76 FEET; THENCE NORTH 38°55'03" WEST 71.24 FEET; THENCE NORTH 39°50'02" WEST 97.58 FEET; THENCE NORTH 71°27'41" WEST 77.86 FEET; THENCE NORTH 88°04'10" WEST 206.57 FEET; THENCE NORTH 44°56'46" WEST 117.60 FEET; THENCE NORTH 66°44'40" WEST 205.28 FEET; THENCE NORTH 21°35'51" WEST, 174.30 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RESURVEY OF OAKS TRACT, AS SAID RESURVEY IS SHOWN ON MAP NO. 1415; THENCE ALONG SAID SOUTHERLY LINE SOUTH 84°04'30" EAST 635.31 FEET TO A POINT ON THE BOUNDARY OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 27, 1968 AS FILE NO. 87832 OF OFFICIAL RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 66°08'17" EAST 519.75 FEET; THENCE SOUTH 02°57'48" WEST 245.86 FEET; THENCE SOUTH 24°45'38" EAST 237.17 FEET; THENCE SOUTH 35°34'29" EAST 429.80 FEET; THENCE SOUTH 26°35'09" EAST 343.72 FEET; THENCE SOUTH 08°40'54" EAST 418.04 FEET; THENCE SOUTH 08°03'11" WEST 442.86 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LAND: COMMENCING AT A 3/4 INCH IRON PIN STAMPED L.S. 1344 ON THE NORTHERLY LINE OF SAID LOT 7 OF THAT TRACT OF LAND DESIGNATED AS "M. BARNETT" AS SHOWN ON LICENSED SURVEYOR'S MAP NO. 180, FILED IN SAID



PARCEL 4 CONTINUED

ORDER NO. 957442-19

RECORDER'S OFFICE, MARKING THE SOUTHEASTERLY CORNER OF THAT 30 FOOT WIDE EASEMENT AND RIGHT OF WAY AS DESCRIBED IN PARCEL 1 OF THAT REAL PROPERTY CONVEYED TO C. SHIMA, ET AL, BY DEED RECORDED JUNE 15, 1960 AS FILE NO. 122603 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 83°38'26" EAST, 632.53 FEET; THENCE SOUTH 66°08'12" EAST, 168.92 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE FOLLOWING NUMBERED COURSES:

1. SOUTH 20°07'40" WEST, 41.48 FEET;
2. SOUTH 67°52'04" EAST, 200.12 FEET;
3. SOUTH 64°09'42" EAST, 100.50 FEET;
4. SOUTH 09°20'42" EAST, 275.88 FEET;
5. SOUTH 30°21'54" EAST, 199.86 FEET;
6. NORTH 24°45'38" WEST, 237.17 FEET;
7. NORTH 02°57'48" EAST, 245.86 FEET;
8. NORTH 66°08'12" WEST, 350.75 FEET TO THE POINT OF BEGINNING.

11/9/87

JK

EXHIBIT "2"

Recording Requested By
and
When Recorded Mail To:

The City of San Diego

Attention: _____

COVENANT RUNNING WITH RESIDENTIAL LAND

This Covenant is entered into as of January 25, 1988 by and between the CITY OF SAN DIEGO, a municipal corporation ("San Diego"), and the CITY OF ESCONDIDO, a municipal corporation ("Escondido"), pursuant to the following recitals.

R E C I T A L S:

A. San Diego is the owner of the following land located in the City of Escondido, California:

1. The Golf Course Land described on the exhibit attached hereto; and
2. The Residential Land described on the exhibit attached hereto.

B. San Diego is, concurrently with the recordation of this Covenant, conveying to Escondido the Residential Land and an undivided one-half (1/2) interest in the Golf Course Land. San Diego is retaining an undivided one-half (1/2) interest in the Golf Course Land.

C. The parties intend, by means of this agreement and pursuant to California Civil Code Section 1468, to restrict the use of the Residential Land to residential uses and to bind owners and successive owners of the Residential Land for the benefit of San Diego and successive owners of its undivided one-half (1/2) interest in the Golf Course Land.

NOW, THEREFORE, the parties hereto agree as follows:

1. Residential Restriction. The Residential Land shall be improved and used only for not more than 534 residential dwelling units and those recreational uses which are ancillary thereto; provided, however, nothing herein stated is intended to limit or restrict the use of the Residential Land for model homes or other

promotional activities relating to the development and sale of the Residential Land.

2. Term. This Covenant shall commence upon the recordation hereof with the County Recorder of San Diego County and shall expire [the term will be the same original term of the Development Agreement] years thereafter.

3. Attorneys' Fees. Should any action be brought to enforce or interpret the provisions hereof, the prevailing party shall be entitled to its actual costs and reasonably incurred attorneys' fees.

4. Successive Owners. This Covenant shall be binding on the owners and successive owners of the Residential Land and shall be enforceable by San Diego and the successive owners of its undivided one-half (1/2) interest in the Golf Course Land.

IN WITNESS WHEREOF, this agreement has been executed as of the date first written above in San Diego County, California.

"San Diego"

CITY OF SAN DIEGO, a municipal corporation

By D. Donald Van Wanselle
ASSISTANT TO THE CITY MANAGER

"Escondido"

CITY OF ESCONDIDO, a municipal corporation

By Lennon Hayden

Approved as to form and legality	
this <u>25th</u> day of <u>JANUARY</u> , 19 <u>88</u>	JOHN W. WITT, City Attorney
By <u>[Signature]</u>	Assistant City Attorney

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

On this 3rd day of March, 1988, before me,
Lorna M. Murt, a Notary Public in and for said
state, personally appeared Deborah Van Wanseele,
personally known to me (or proved to me on the basis of satisfac-
tory evidence) to be the Assistant to the City Mgr. of the CITY OF SAN
DIEGO, the municipal corporation that executed the within instru-
ment, known to me to be the person who executed the within
instrument on behalf of the municipal corporation therein named,
and acknowledged to me that such municipal corporation executed
the within instrument pursuant to its bylaws or a resolution of
its board of directors.

WITNESS my hand and official seal.



Lorna M. Murt
NOTARY PUBLIC

Lorna M. Murt

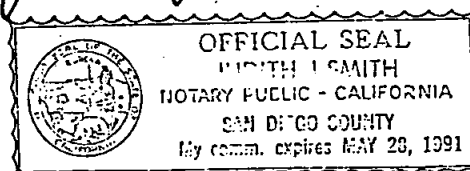
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

On this 25th day of January, 1988, before me,
JUDITH J. SMITH, a Notary Public in and for said
state, personally appeared VERNON HAZEN,
personally known to me (or proved to me on the basis of satisfac-
tory evidence) to be the City Manager of the CITY OF
ESCONDIDO, the municipal corporation that executed the within
instrument, known to me to be the person who executed the within
instrument on behalf of the municipal corporation therein named,
and acknowledged to me that such municipal corporation executed
the within instrument pursuant to its bylaws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Judith J. Smith
NOTARY PUBLIC



FIRST AMERICAN TITLE INSURANCE COMPANY
411 Ivy Street
P.O. Box 808
San Diego, California 92112
Phone 238-1776

LETTER TRANSMITTAL

TO CITY PROPERTY DEPARTMENT

ATTENTION: MIKE STEFFEN

DATE <u>November 29, 1988</u>	
OUR ORDER NO.	YOUR ORDER NO.
RE: <u>LOMAS DEL LAGO AGREEMENT</u>	
<u></u>	
<u></u>	
<u></u>	

Gentlemen:

We are sending you ☒ Attached ☐ Under separate cover via _____ the following items:

- | | | | |
|--|--|--|-------------------------------------|
| ☐ COPY OF DOCUMENTS | ☐ PLAT MAPS | ☐ MAP GUARANTEE | ☐ COMMITMENT |
| ☐ LEGAL DESCRIPTION | ☐ PRELIMINARY
TITLE REPORT | ☒ CORRECTED LEGAL DESCRIPTIONS | |

COPIES	DATE	NUMBER	DESCRIPTION

These are transmitted as checked below:

- ☐ FOR APPROVAL ☒ FOR YOUR USE ☐ AS REQUESTED ☐ FOR REVIEW AND COMMENT
☐ _____

REMARKS: _____

If you should have any questions, please do not hesitate to call.

SIGNED: LEE STEGALL/bjw COPY TO: _____

"GOLF COURSE LAND"

THE LAND KNOWN AS THE GOLF COURSE PROPERTY IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF RESURVEY OF OAKS TRACT SUB-DIVIDED, ACCORDING TO MAP NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER, FEBRUARY 8, 1912, WITH THE EASTERLY BOUNDARY OF THAT CERTAIN 60.00 FOOT COUNTY ROAD, KNOWN AS COUNTY HIGHWAY COMMISSION, ROUTE 3, DIVISION 1, ALSO KNOWN AS SUNSET DRIVE, BEING SHOWN ON RECORD SURVEY MAP NO. 5234, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF THE SAID OAKS TRACT SOUTH $84^{\circ}04'30''$ EAST, 1571.67 FEET TO THE TRUE POINT OF BEGINNING, BEING AT THE NORTHERLY END OF COURSE NO. 54 OF THE APPROXIMATE 395 FOOT CONTOUR ABOVE MEAN SEA LEVEL, ACCORDING TO U. S. GEOLOGICAL SURVEY DATUM AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 5234; THENCE SOUTH $42^{\circ}22'30''$ WEST, 869.74 FEET; THENCE NORTH $47^{\circ}37'30''$ WEST, 1177.53 FEET TO THE SOUTH LINE OF THE SAID OAKS TRACT; THENCE SOUTH $84^{\circ}04'30''$ EAST ALONG SAID SOUTH LINE OF OAK TRACT TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THOSE PORTIONS OF THE OAK'S TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912 OF LONGVIEW ACRES SUBDIVISION, ACCORDING TO THE MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY NOVEMBER 28, 1947 AND OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2, ACCORDING TO THE MAP THEREOF NO. 2582, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY AUGUST 15 1949, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH $83^{\circ}38'30''$ WEST (RECORD NORTH $84^{\circ}04'30''$ WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $15^{\circ}22'$ EAST (RECORD NORTH $15^{\circ}30'$ EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON SAID MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, A RADIAL LINE OF SAID CURVE BEARING SOUTH $4^{\circ}39'30''$ WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}15'$, A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD

NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949 AND RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST, 561.55 FEET; THENCE SOUTH 3°15'40" EAST, 205.46 FEET; THENCE NORTH 84°24'40" WEST, 455.42 FEET; THENCE NORTH 4°49'00" EAST, 890.14 FEET TO THE NORTHWESTERLY CORNER OF SAID ANDERSON'S LAND AT A POINT ON THE CENTER LINE OF SAID SAN PASQUAL ROAD; THENCE NORTH 70°05'30" WEST ALONG SAID CENTER LINE, 44.88 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°29', A DISTANCE OF 217.88 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 82°34'20" WEST, 41.13 FEET; THENCE LEAVING SAID CENTER LINE NORTH 7°25'40" EAST, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN BLOCK 3 OF SAID LONGVIEW ACRES SUBDIVISION; THENCE NORTH 7°08'45" EAST ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 762.25 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 88°29'20" WEST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 780.38 FEET TO THE EASTERLY LINE OF LOT 2 IN SAID BLOCK 3 OF LONGVIEW ACRES SUBDIVISION; THENCE NORTH 1°25'30" WEST ALONG THE EAST LINES OF LOTS 2 AND 1 IN SAID BLOCK 3 AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 859.92 FEET TO A POINT IN THE CENTER LINE OF MARY LANE AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 87°51'40" WEST ALONG SAID CENTER LINE, 413.03 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO J. R. ELLEDGE AND WIFE, BY DEED DATED JANUARY 24, 1949 AND RECORDED IN BOOK 3116, PAGE 265 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LAND SOUTH 2°08'20" WEST, 450.00 FEET AND NORTH 87°51'40" WEST 543.83 FEET TO A POINT IN THE CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 19°24'30" EAST ALONG SAID CENTER LINE, 143.90 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°55', A DISTANCE OF 155.63 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 10°29'30" EAST (NORTH 10°03'50" EAST AS SHOWN ON MAP NO. 2582 OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 15, 1949), A DISTANCE OF 1818.63 FEET; THENCE LEAVING SAID CENTER LINE NORTH 78°35' WEST 975.00 FEET; THENCE SOUTH 10°03'50" WEST (RECORD SOUTH 10°29'30" WEST) PARALLEL WITH SAID CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, A DISTANCE OF 500.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE OLIVER OAKS TRACT, AS DESCRIBED IN A DEED RECORDED FEBRUARY 16, 1912 IN BOOK 550, PAGE 154 OF DEEDS; THENCE NORTH 78°35' WEST ALONG SAID SOUTHERLY LINE OF THE OLIVER OAKS TRACT, 2328.10 FEET TO THE NORTHEASTERLY CORNER OF LAND DESCRIBED IN PARCEL 1 OF A DEED TO HELEN BANISTER, DATED AUGUST 31, 1953 IN BOOK 4973, PAGE 163 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAND DUE SOUTH 920.00 FEET DUE EAST 116.45 FEET AND DUE SOUTH 654+47 FEET TO THE SOUTHEASTERLY CORNER THEREOF AT A POINT ON THE NORTHEASTERLY LINE OF LOT 9 IN BLOCK 8 OF SAID LONGVIEW ACRES SUBDIVISION ON UNIT NO. 2; THENCE SOUTH 64°17' EAST ALONG SAID NORTHEASTERLY LINE 60.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE ALONG THE

SOUTH 20°13'10" WEST 528.48 FEET; THENCE SOUTH 23°28'20" WEST, 75.00 FEET; THENCE SOUTH 8°38'40" WEST 251.74 FEET; THENCE SOUTH 46°58'20" WEST 361.06 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14 IN BLOCK 8 OF SAID SUBDIVISION, SAID POINT BEING ALSO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 40 FEET, THE CENTER OF WHICH BEARS SOUTH 41°49'45" WEST; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 262°49'10" A DISTANCE OF 183.48 FEET TO A POINT IN THE SOUTH LINE OF BLOCK 9 OF SAID LONGVIEW ACRES SUBDIVISION UNIT NO. 2; THENCE SOUTH 83°14'20" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 400.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE SOUTH 6°45'40" EAST (RECORD SOUTH 6°42' EAST) ALONG SAID EASTERLY LINE 12.74 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO, NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, MARCH 11, 1910; THENCE NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION 106.03 FEET TO THE WESTERLY LINE OF SAID STATE HIGHWAY; THENCE CONTINUING NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED SUBDIVISION, 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHOENMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691 PAGE 146 OF OFFICIAL RECORDS; SAID COMMON CORNER BEING AT ENGINEERS STATION 22 + 03.04 IN THE CENTER OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 31°07'04" A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE SOUTH 52°57' EAST 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°37' A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 4°20' EAST 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42' A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63°02' EAST 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20" A DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE SOUTH 69°17' EAST 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46' A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAK'S TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 937.22 FEET TO THE WESTERLY LINE OF THE HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE CONTINUING SOUTH 84°03' EAST ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 51.25 FEET, MORE OR LESS TO THE CENTER LINE OF SAID STATE HIGHWAY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 84°04'40" EAST (RECORD SOUTH 84°04'30" EAST) 2620.93 FEET TO THE CENTER LINE OF THE HEREINBEFORE MENTIONED SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) 4221.26 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY BOUNDARY OF PARCEL MAP 11382, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 11, 1981 AS FILE NO. 81-182347 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE CENTER LINE OF SAN PASQUAL ROAD ALL AS SHOWN ON LONGVIEW ACRES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947.

ALSO EXCEPTING THEREFROM A PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP NO. 1415 FILED IN THE RECORDER'S OFFICE, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY ON

ORDER NO. 957439-19

NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9, BLOCK 3 OF LONGVIEW ACRES SUBDIVISION ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947; THENCE SOUTH 11°25'00" WEST 30.33 FEET, MORE OR LESS TO AN INTERSECTION WITH THE CENTERLINE OF SAN PASQUAL ROAD, AS THE SAME IS SHOWN ON SAID MAP NO. 2438, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTER LINE 142.30 FEET; THENCE SOUTH 13°21'36" WEST 561.53 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET; THENCE NORTH 84°24'40" WEST 455.42 FEET; THENCE NORTH 4°49'00" EAST 890.14 FEET, MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF SAID SAN PASQUAL ROAD; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTERLINE 385.83 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1415 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A

ORDER NO. 957439-19

500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY ON NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCELS 1 THROUGH 3 ABOVE THE FOLLOWING DESCRIBED PROPERTY, THOSE PORTIONS OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY AND THE OAK'S TRACT IN THE RANCHO SAN BERNARDO ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 84°04'31" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4,916.79 FEET (RECORD 4,913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°29'53" EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND 698.13 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 39°10'59" WEST, 216.48 FEET; THENCE SOUTH 82°38'15" WEST, 100.28 FEET; THENCE NORTH 43°33'34" WEST, 153.56 FEET; THENCE NORTH 54°56'18" WEST, 160.96 FEET; THENCE NORTH 68°00'04" WEST, 280.92 FEET; THENCE SOUTH 19°40'36" WEST, 346.93 FEET; THENCE SOUTH 37°05'13" WEST, 165.40 FEET; THENCE SOUTH 47°33'25" WEST, 193.92 FEET; THENCE NORTH 54°41'44" WEST, 195.97 FEET; THENCE NORTH 05°55'48" EAST, 94.99 FEET; THENCE NORTH 86°13'39" WEST, 310.98 FEET; THENCE SOUTH 75°15'30" WEST, 255.90 FEET; THENCE NORTH 17°47'13" WEST, 177.82 FEET; THENCE NORTH 43°08'40" WEST, 400.98 FEET; THENCE SOUTH 50°14'12" WEST, 165.90 FEET; THENCE SOUTH 45°41'11" WEST, 153.44 FEET; THENCE SOUTH 34°07'35" WEST, 217.08 FEET; THENCE SOUTH 13°39'26" WEST, 264.75 FEET; THENCE NORTH 87°44'02" WEST, 133.99 FEET; THENCE SOUTH 70°47'01" WEST, 157.50 FEET; THENCE

SOUTH 42°22'26" WEST, 291.29 FEET; THENCE NORTH 41°18'18" WEST, 211.00 FEET; THENCE SOUTH 41°44'57" WEST, 309.75 FEET; THENCE SOUTH 52°12'13" EAST, 207.00 FEET; THENCE SOUTH 42°22'26" WEST, 252.37 FEET; THENCE SOUTH 54°23'23" WEST, 182.53 FEET; THENCE SOUTH 47°37'16" EAST, 208.00 FEET; THENCE NORTH 42°22'26" EAST, 869.76 FEET TO THE SOUTH LINE OF SAID OAK'S TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 84°04'31" EAST (RECORD SOUTH 84°04'30" EAST), 2,618.94 FEET TO THE TRUE POINT OF BEGINNING.

"RESIDENTIAL PROPERTY"

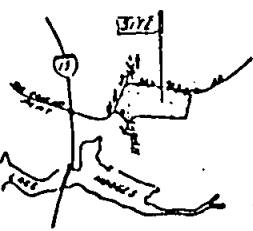
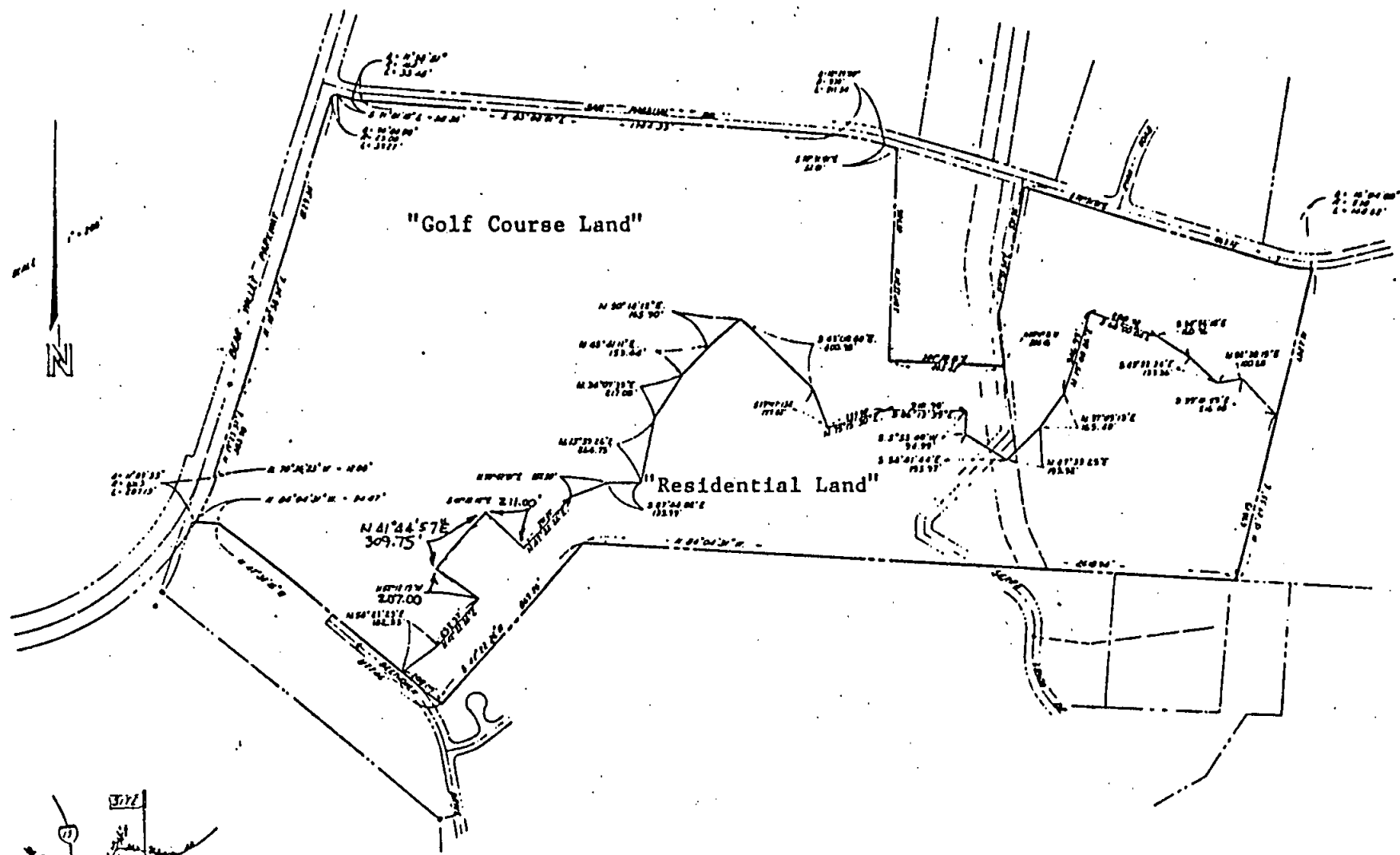
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY AND THE OAK'S TRACT IN THE RANCHO SAN BERNARDO ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH $84^{\circ}04'31''$ WEST (RECORD NORTH $84^{\circ}04'30''$ WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4,916.79 FEET (RECORD 4,913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $15^{\circ}29'53''$ EAST (RECORD NORTH $15^{\circ}30'$ EAST) ALONG THE WESTERLY LINE OF SAID LAND 698.13 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $39^{\circ}10'59''$ WEST, 216.48 FEET; THENCE SOUTH $82^{\circ}38'15''$ WEST, 100.28 FEET; THENCE NORTH $43^{\circ}33'34''$ WEST, 153.56 FEET; THENCE NORTH $54^{\circ}56'18''$ WEST, 160.96 FEET; THENCE NORTH $68^{\circ}00'04''$ WEST, 280.92 FEET; THENCE SOUTH $19^{\circ}40'36''$ WEST, 346.93 FEET; THENCE SOUTH $37^{\circ}05'13''$ WEST, 165.40 FEET; THENCE SOUTH $47^{\circ}33'25''$ WEST, 193.92 FEET; THENCE NORTH $54^{\circ}41'44''$ WEST, 195.97 FEET; THENCE NORTH $05^{\circ}55'48''$ EAST, 94.99 FEET; THENCE NORTH $86^{\circ}13'39''$ WEST, 310.98 FEET; THENCE SOUTH $75^{\circ}15'30''$ WEST, 255.90 FEET; THENCE NORTH $17^{\circ}47'13''$ WEST, 177.82 FEET; THENCE NORTH $43^{\circ}08'40''$ WEST, 400.98 FEET; THENCE SOUTH $50^{\circ}14'12''$ WEST, 165.90 FEET; THENCE SOUTH $45^{\circ}41'11''$ WEST, 153.44 FEET; THENCE SOUTH $34^{\circ}07'35''$ WEST, 217.08 FEET; THENCE SOUTH $13^{\circ}39'26''$ WEST, 264.75 FEET; THENCE NORTH $87^{\circ}44'02''$ WEST, 133.99 FEET; THENCE SOUTH $70^{\circ}47'01''$ WEST, 157.50 FEET; THENCE SOUTH $42^{\circ}22'26''$ WEST, 291.29 FEET; THENCE NORTH $41^{\circ}18'18''$ WEST, 211.00 FEET; THENCE SOUTH $41^{\circ}44'57''$ WEST, 309.75 FEET; THENCE SOUTH $52^{\circ}12'13''$ EAST, 207.00 FEET; THENCE SOUTH $42^{\circ}22'26''$ WEST, 252.37 FEET; THENCE SOUTH $54^{\circ}23'23''$ WEST, 182.53 FEET; THENCE SOUTH $47^{\circ}37'16''$ EAST, 208.00 FEET; THENCE NORTH $42^{\circ}22'26''$ EAST, 869.76 FEET TO THE SOUTH LINE OF SAID OAK'S TRACT; THENCE ALONG SAID SOUTH LINE SOUTH $84^{\circ}04'31''$ EAST (RECORD SOUTH $84^{\circ}04'30''$ EAST), 2,618.94 FEET TO THE TRUE POINT OF BEGINNING.



VICINITY MAP
AS SHOWN

REVISION 0.00 0.00



NASLAND ENGINEERING

2000 BROADWAY • SUITE 100 • LAND PLANNING
 AND SURVEYING • SAN DIEGO, CALIFORNIA 92101
 (619) 594-1100



LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

BEING A SUBDIVISION OF THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912.

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910 WITH THE WESTERLY LINE OF THE 100.00 FOOT CALIFORNIA STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID HIGHWAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID HOMELAND ACRES, NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE, BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY LINE OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHONEMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691, PAGE 146 OF OFFICIAL RECORDS, SAID COMMON CORNER BEING AT ENGINEER'S STATION 22 PLUS 03.04 ON THE CENTER LINE OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31°07'04", A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 52°57' EAST, 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37', A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 4°20' EAST, 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42', A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 63°02' EAST, 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20", A

ORDER NO. 957440- 22

FIRST AMERICAN

DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST, 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 69°17' EAST, 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46', A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAKS TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAKS TRACT, 937.22 FEET TO THE WESTERLY LINE OF HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE ALONG SAID WESTERLY LINE, NORTH 6°43'45" WEST, 1913.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 27, 1968 AS FILE NO. 87832 OF OFFICIAL RECORDS AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 5, 1972 AS FILE NO. 2130 OF OFFICIAL RECORDS, AS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND SOUTHEASTERLY OF THE WESTERLY AND NORTHWESTERLY SIDE LINE OF THAT CERTAIN EASEMENT GRANTED TO THE CITY OF ESCONCIDO, A MUNICIPAL CORPORATION, IN DEED RECORDED NOVEMBER 10, 1983, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 83-408738 OF OFFICIAL RECORDS..

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY, ALSO KNOWN AS VIA RANCHO PARKWAY.

ALSO EXCEPTING THEREFROM ALL WATER PIPES AND APPURTENANCES NOW USED FOR THE DISTRIBUTION OF WATER WHICH PIPES AND APPURTENANCES ARE LOCATED ON THE PROPERTY OF THE GRANTORS HEREINBELOW DESCRIBED, INCLUDING SPECIFICALLY FOURTEEN WATER WELLS, TOGETHER WITH THE PUMPS, PIPELINES, ELECTRIC LINES, EQUIPMENT AND FACILITIES USED IN THE OPERATION OF SAID WELLS UPON THE SAID PROPERTY HEREINBELOW DESCRIBED, TOGETHER WITH A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY TO BE USED IN COMMON WITH THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLING, MAINTAINING OPERATING AND REPAIRING WATER PIPES, WITH METERS AND OTHER MEASURING DEVICES, FOR THE PURPOSE OF MEASURING OR CONTROLLING THE FLOW OF WATER, PROVIDED THAT ALL SUCH PIPES SHALL BE INSTALLED AND MAINTAINED AT LEAST 18 INCHES BELOW THE NATURAL SURFACE OF THE LAND THROUGH WHICH THEY SHALL EXTEND, AS SET FORTH IN A QUIT CLAIM DEED FROM GREEN MUTUAL WATER COMPANY OF SAN DIEGO COUNTY TO CITY OF SAN DIEGO DATED DECEMBER 26, 1953, RECORDED DECEMBER 30, 1953 IN BOOK 5098, PAGE 401 OF OFFICIAL RECORDS.

RESOLUTION NUMBER R- 269816

ADOPTED ON NOV 24 1987

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the CITY OF ESCONDIDO, concerning certain City of San Diego-owned properties that are within the jurisdiction of the City of Escondido, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 269816 -1

BE IT FURTHER RESOLVED, that the sale to the City of Escondido of two of the parcels be and it is hereby authorized.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute a Grant Deed to the City of Escondido affecting the two sale parcels, under the terms and conditions set forth in the Grant Deed on file in the office of the City Clerk as Document No. RR- 269816 -2

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Second Amendment to Agreement with the CITY OF ESCONDIDO, concerning the right to acquire an additional 300,000 gallons per day of sewer capacity in the Escondido Sewer System,

under the terms and conditions set forth in the Second Amendment to Agreement on file in the office of the City Clerk as Document No. RR- 269816-3, provided that Escondido reimburse San Diego for any and all monies due under the First Amendment to Sewer Agreement between the parties dated July 12, 1982; and for all other surplus sewer and water connection rights heretofore purchased by San Diego from Escondido in connection with the properties being sold to Escondido.

APPROVED: John W. Witt, City Attorney

By C. M. Fitzpatrick
C. M. Fitzpatrick
Assistant City Attorney

CMF:js
11/20/87
12/03/87 Rev. 1
Or.Dept:Prop.
R-88-986
Form=r.auagr

Passed and adopted by the Council of The City of San Diego on

NOV 24 1987 by the following vote:

YEAS: Cleator, McColl, Struiksma, McCarty, Ballesteros.

NAYS: Wolfsheimer, Gotch, O'Connor.

NOT PRESENT: None.

VACANT: District 4.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: JUNE A. BLACKNELL, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 269816, passed
and adopted by the Council of The City of San Diego, California
on NOV 24 1987.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: June A. Blacknell, Deputy

Bill Knowles
51A

(R-88-2157)

RESOLUTION NUMBER R- 270925

ADOPTED ON MAY 9 1988

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of the City of San Diego, a lease agreement with the CITY OF ESCONDIDO, for a term of 62 years, for 40 acres of city-owned land in San Pasqual Valley, at an initial rent of \$13,600 per year, together with a 50 percent portion of the profits from the golf course operations, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 270925.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
04/26/88
Or.Dept:Prop.
Job:490001
R-88-2157
Form=r.none

RESOLUTION NUMBER R- 270924

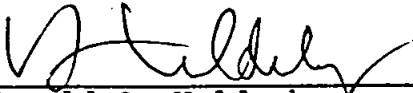
ADOPTED ON MAY 9 1988

BE IT RESOLVED, by the Council of The City of San Diego that it be and it is hereby certified that the information contained in ENVIRONMENTAL IMPACT REPORT EIR-87-84, in connection with the San Pasqual Vineyards, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and that said Report has been reviewed and considered by this Council.

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code, Section 21081, the City Council hereby adopts the findings made with respect to the feasibility of the mitigating measures and project alternatives and the statements of overriding considerations, if any, contained within the said ENVIRONMENTAL IMPACT REPORT EIR No. 87-84.

APPROVED: John W. Witt, City Attorney

By



Harold O. Valderhaug
Deputy City Attorney

HOV:wk
04/28/88
05/23/88 REV.1
Or.Dept:Prop.
R-88-2189
Form=r.eirfd

NOTICE OF DETERMINATION

TO: X County Clerk
County of San Diego
220 W. Broadway, MS C-11
San Diego, CA 92101

FROM: City of San Diego
Executive Complex
1010 Second Avenue, Suite 600
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

EQD Number: 87-84 State Clearinghouse Number: _____

Project Title: LOMAS DEL LAGO SPECIFIC PLAN

Project Location: Located in the southern end of the City of Escondido, approximately one-half mile north of Lake Hodges, the north-central area of San Diego County.

Project Description: _____

This is to advise that The City of San Diego City Council on
May 9, 1988 approved the above described project and made the following
(date)
determinations:

1. The project in its approved form X will, ___ will not, have a significant effect on the environment.
2. X An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.
Resolution R-270924.
___ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

Record of project approval may be examined at the address above.

3. Mitigation measures X were, ___ were not, made a condition of the approval of the project.
4. (EIR only) Findings X were, ___ were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations X was, ___ was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Environmental Quality Division, Sixth Floor, 1010 Second Avenue, Suite 600, San Diego, CA 92101.

Analyst: _____

Telephone: (619) _____

Filed by: _____

Signature

Deputy City Clerk

Title

RECEIVED
CITY CLERK'S OFFICE
1988 JUN -1 PM 3:16
SAN DIEGO, CALIF.

JS

CITY OF ESCONDIDO



ROBERT A. LEITER
COMMUNITY DEVELOPMENT DIRECTOR

CIVIC CENTER PLAZA
201 North Broadway, Escondido
California 92025-2798
(619) 741-4671

June 9, 1989

NOTICE OF FILING OF A
DRAFT SUPPLEMENT TO AN
ENVIRONMENTAL IMPACT REPORT

LOMAS DEL LAGO SPECIFIC PLAN
City Log No. ER 89-24

NOTICE IS HEREBY GIVEN to all those interested in the subject matter that a Draft Supplement to an Environmental Impact Report for the Lomas Del Lago Specific Plan has been released for public review by the City of Escondido. The Supplement to the Lomas Del Lago Specific Plan EIR covers the easterly extension of Subarea 1, located within the jurisdiction of the City of San Diego and referred to as the "Vineyard Parcel" in the Lomas Del Lago EIR. The Vineyard Parcel contains 40 acres and would be utilized in combination with approximately 120 acres within Subarea 1 for development of a regulation-size, 18-hole golf course, known as the Escondido Municipal Golf Course Project.

The following discretionary actions will be required to implement the development within the Vineyard Parcel:

1. Review of final golf course design details by the City of Escondido;
2. An amendment to the San Pasqual Valley Plan (City of San Diego) to change the land use designation from agricultural to recreational;
3. Approval by the City of San Diego of a Conditional Use Permit allowing the development of a golf course within an area zoned A-1-10; and
- 4. Modification by the City of San Diego of the lease agreement for the Vineyard Parcel to reflect minor boundary changes.
5. Modification by the City of San Diego of the water service agreement for the Vineyard parcel to reflect a change from Rincon del Diablo Water District to the City of Escondido.

Details of this project, including specific discretionary actions, and summary of environmental effects, are presented in the above-named document.

The Draft Environmental Impact Report was prepared under the requirements of the California Environmental Quality Act (Section 21000 et. seq. of the Government Code) and the CEQA Guidelines (Section 15000 et. seq.).

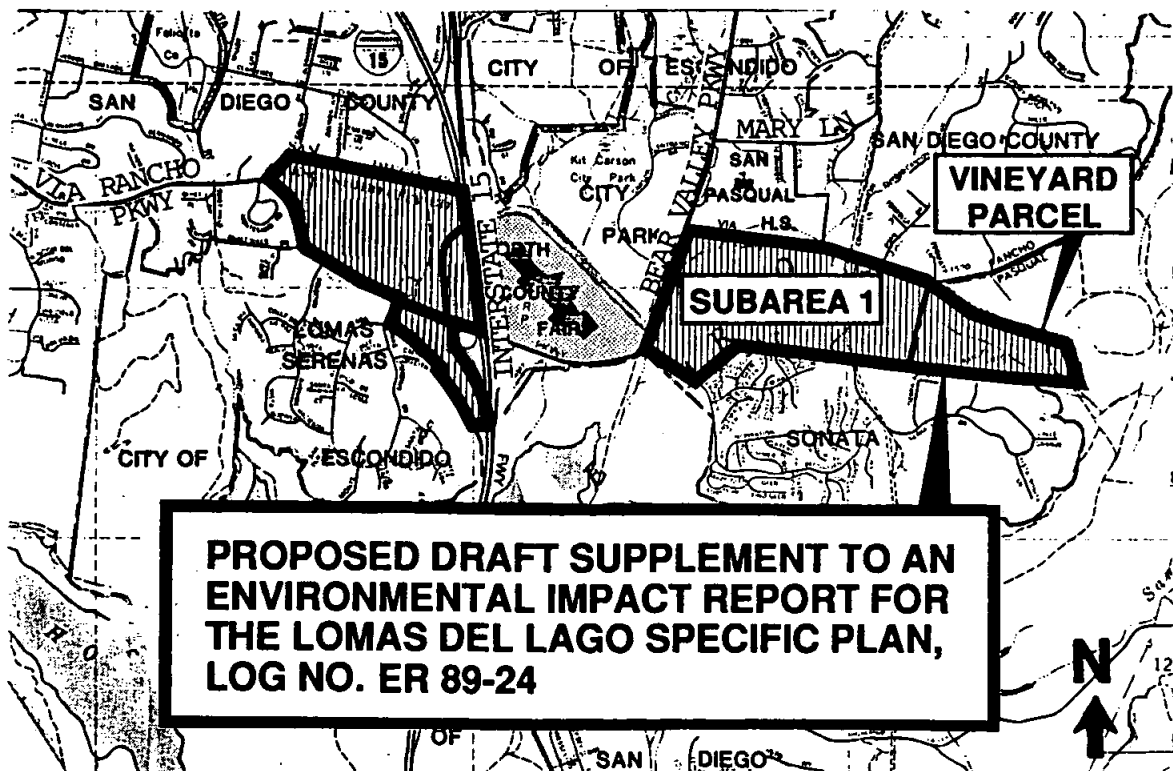
ALL INTERESTED PERSONS are hereby notified that there is a thirty (30) day period for public review beginning June 15, 1989 and ending July 14, 1989, during which time written comments are solicited on the Environmental Impact Report. Copies of the report are available for review at the Planning Department, City of Escondido, 201 North Broadway, and the Escondido Public Library, 247 South Kalmia Street.

All comments received during the public review period will be considered in the preparation of the Final Environmental Impact Report, which will be presented to City public officials at the time of the public hearings on the proposed project.

If you have any questions, you may contact BARBARA REDLITZ of the Escondido Planning Department at (619) 741-4671. Please refer to the City log number listed above in your contacts with the City.

Jonathan Brindle
JONATHAN BRINDLE
Assistant Planning Director

0522-44/9-4



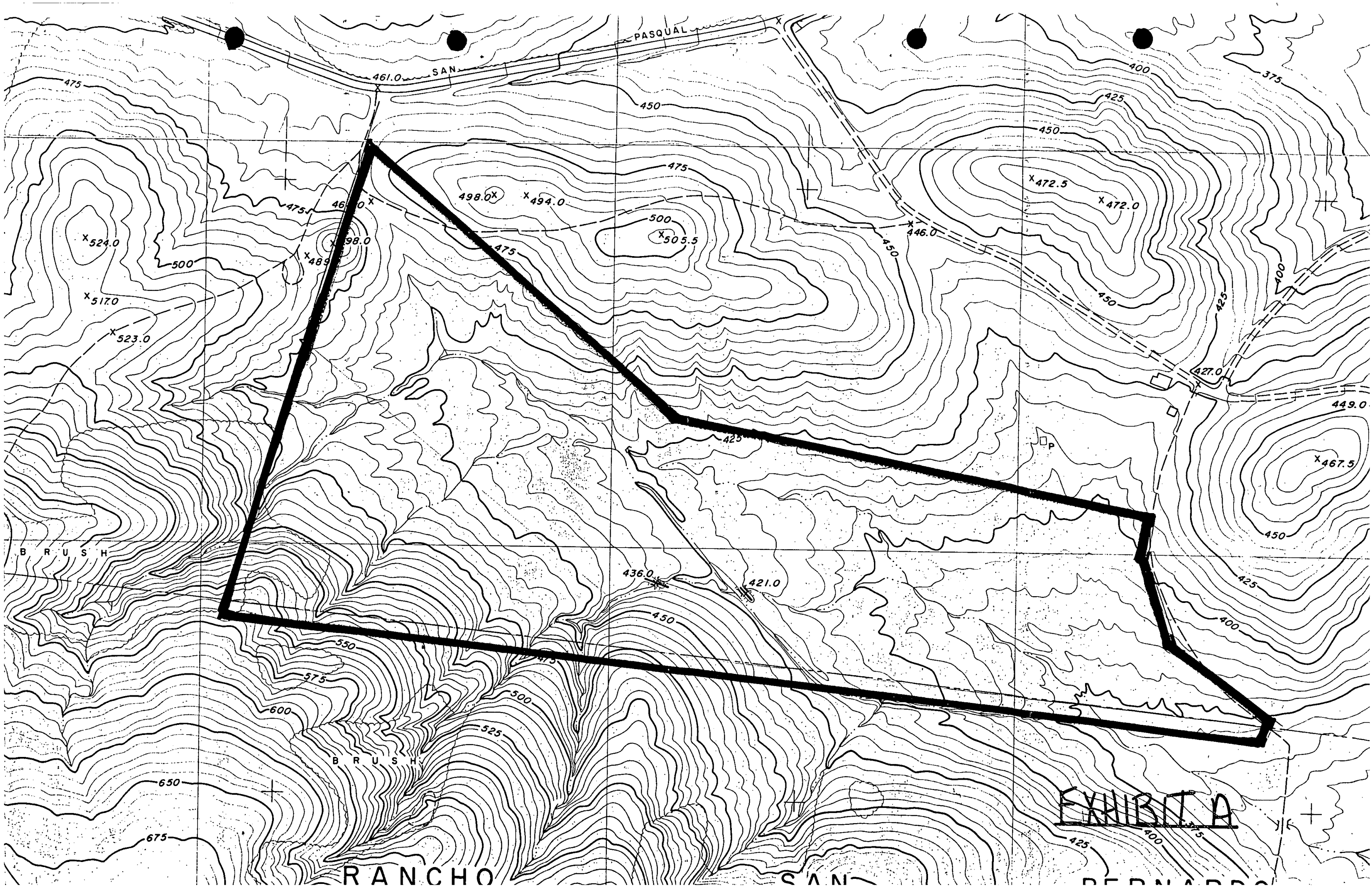


EXHIBIT A

ORIGINAL

ESCONDIDO MUNICIPAL GOLF COURSE OPERATION AGREEMENT

Between the following parties:

CITY OF ESCONDIDO
Civic Center Plaza
201 N. Broadway
Escondido, CA 92025

DOCUMENT NO. R-263816 -4

FILED NOV 24 1987
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CITY OF SAN DIEGO
City Administration Building
202 C Street
San Diego, CA 92101

The following shall constitute our mutual understanding and agreement regarding the relationship between the cities of Escondido and San Diego for the development and operation of a municipal golf course.

- 1) The golf course shall be 18 holes with the minimum necessary public facilities to properly operate the course, but not including those golf course improvements which are severable in title from the golf course land, i.e., the clubhouse and maintenance buildings and appurtenances.
- 2) The exact boundaries of the golf course land shall be shown on Exhibit A and described on Exhibit B.
- 3) The golf course to be developed on the golf course land shall be of regulation size, having a total playing length of not less than 6,000 yards and be designed and developed to USGA standards. The City of Escondido shall notify the The City Manager of the City of San Diego in writing after completion of the proposed site plan for the golf course. The City of San Diego shall have an opportunity to review the site plan and submit its comments within thirty (30) working days after receipt of the site plan concerning the same. The City of Escondido shall consider such comments when it renders its decision of whether to approve or disapprove the plans for the golf course.
- 4) The golf course improvements to be completed on the golf course land shall be undertaken by the City of Escondido or by the selected developer-operator of the golf course. If a developer-operator is used, it shall post appropriate bonding to insure a lien-free completion of the improvements and shall complete the improvements on a time schedule acceptable to the City of Escondido.

Bring to City of Escondido

5) Upon completion of the golf course improvements or prior to January 1, 1991, whichever event first occurs, the City of Escondido shall transfer to the City of San Diego, free of monetary encumbrances (except as described in paragraph 6 herein and other than non-delinquent taxes and assessments), but subject to a lease agreement the City of Escondido executes with the golf course developer-operator, if any, an undivided 1/2 (one-half) interest in the golf course land (but not including those golf course improvements which are severable in title from the golf course land, i.e., the clubhouse and maintenance buildings and appurtenances). The City of San Diego shall receive an undivided 1/2 (one-half) fee interest on the approximate eight acres known as the "Townsend Property" only in the event the City of San Diego compensates the City of Escondido for 50% of the fair market value of the property.

Private Land bought

6) It is anticipated that a clubhouse (including food and beverage service) and a pro shop will be constructed in the Townsend Property. The Cities of Escondido and San Diego shall divide the revenues received from such facilities as follows:

a. If the City of San Diego compensates the City of Escondido for 50% of the fair market value of the Townsend Property, the gross lease revenues (less reasonable direct administrative costs of lease administration), or gross revenues less reasonable administrative expenses (all such terms being defined and used as set forth in paragraphs 9 and 10), as the case may be, shall be divided equally. (For the purposes of this paragraph 6 such revenues subject to distribution, whether attributable to the clubhouse and pro shop or either of them, shall be referred to as "net revenues.")

b. If the City of San Diego does not compensate the City of Escondido for 50% of the fair market value of the Townsend Property

(i) the net revenues from the pro shop and golf course activities shall be divided equally.

(ii) the revenues net from the clubhouse shall be divided 10 percent to the City of San Diego and 90 percent to the City of Escondido.

*50% of net revenues
to City of Escondido
for purchase of
land*

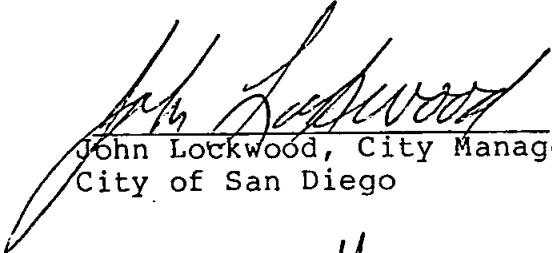
- 7) The City of San Diego shall have no obligation to incur any indebtedness in connection with the development or maintenance of, or the City of San Diego's ownership interest in, the golf course land. The developer-operator of the golf course shall pay any and all taxes and assessments resulting from the City of San Diego's interest in the golf course land. The City of Escondido may use debt financing for all improvements necessary by the City of Escondido and/or the developer-operator to complete the golf course. If the debt instrument encumber the land as well as the improvements, the City of Escondido shall secure the security of the land debt by pledging its General Funds as security. Also, the City of Escondido shall not use the golf course as security for borrowing funds for other purposes and shall use the funds from its debt financing of the golf course on golf course improvements only.
- 8) The City of Escondido has the exclusive right and responsibility to oversee the management and operation of the golf course. However, the City of San Diego shall consult with and advise the City of Escondido on the request for proposal process for a developer-operator, the selection of the developer-operator, and lease form used by the City of Escondido and the developer-operator. The City of San Diego shall be advised in writing prior to any change of operator, any amendment to the lease document, any assignment of the lessee's interest or encumbrance of the leasehold premises.
- 9) The City of Escondido and the City of San Diego shall evenly share the gross lease revenues (less reasonable direct administrative cost of lease administration) paid by the developer-operator of the golf course as described in Paragraph 1 to the City of Escondido for the operation of the golf course. The City of San Diego shall not be required to share in any losses from the golf course operation. Direct administrative costs shall include actual expenditures for such items as direct labor, audits, or enforcement of the lease provisions including legal cost but, shall not include indirect cost such as general overhead expenses of the City of Escondido.

In no event shall the deduction allowed for Escondido's direct administrative expenses exceed \$75,000 in the first year and in subsequent years \$25,000 or 10% of the gross lease revenues, whichever is greater, without the express written consent of the City of San Diego. Expenses shall be charged on an annual basis and shall not be cumulative.

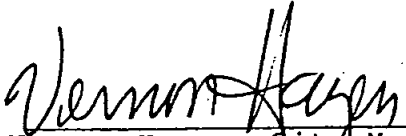
- 10) In the event the City of Escondido develops and operates the golf course or hires an operator for the golf course, the cities of Escondido and San Diego shall evenly share the gross revenues of the golf course less reasonable direct administrative expenses. Direct administrative expenses shall include the reasonable cost of City employees and equipment used in connection with the operation of the golf course, a reasonable equipment replacement reserve, and all costs of financing the development of the golf course.
- 11) The City of San Diego shall not be required to share in any loss if the City of Escondido or a hired operator operates the golf course. The City of Escondido shall give one year's notice prior to the completion and opening of the the golf course for public play or to an intended change in the form of operation, i.e., from the developer-operator to operation by the City of Escondido or to another operator. The City of Escondido shall stipulate the basis on which the course shall be operated, i.e., enterprise or cost recovery. The City of San Diego shall be entitled, with ten (10) days prior notice, to inspect, during normal business hours, all records kept by the City of Escondido and developer-operator concerning the operation of the golf course. In the event the City of Escondido chooses to operate the golf course, or hires an operator for the golf course, it will, at a minimum, pay any taxes and assessments on the City of San Diego's interest in the golf course land.
- 12) The City of Escondido shall require at all times the lessee and/or operator to provide adequate liability insurance and fire insurance for the full replacement cost of the improvements. The liability policy limit shall be in an amount not less than \$1 million combined single limit and shall be subject to change from time to time as is deemed necessary. If the City of Escondido operates the golf course, it shall provide at all times similar insurance or provide self-insurance. The City of San Diego shall be named as an additional insured on all such policies.
- 13) All residents of the City of San Diego and City of Escondido shall be eligible to use the golf course at a discounted rate to be determined by the developer-operator and the City of Escondido. In no event shall there be a difference in rates between residents of either City.
- 14) The City of San Diego and the City of Escondido may enter into such further agreements as may be required from time to time and are mutually agreeable, to fulfill the intent of this agreement; provided, however, no such agreements shall result in any expenditure of City of San Diego funds or provisions for City of San Diego services without express authorization by the City Council of San Diego.

- 15) A portion of the golf course land (premises) is governed by a lease agreement, dated May 9, 1988, Document RR-270925 (City of San Diego Records) between the City of Escondido and City of San Diego. It is anticipated that the City of Escondido will enter into an agreement with the developer-operator of the golf course which in part covers the premises. Said lease with the developer-operator shall be subject to the prior written approval of the City of San Diego. Such approval shall not be unreasonably withheld and shall be acted upon within a reasonable time after request by the City of Escondido. *Test Case*
- 16) The City of Escondido shall hold harmless, defended and indemnify the City of San Diego for any claim resulting from the golf course operation and any claim that might arise as a result of the City of San Diego's interest in the golf course. This provision is not intended to relieve any party of its responsibilities as may be required by State or Federal law.
- 17) Should any dispute arise between the City of San Diego and City of Escondido over any provision of this agreement which cannot be resolved by the parties, the parties may, by mutual agreement, submit the dispute to arbitration in compliance with the rules of the American Arbitration Association.

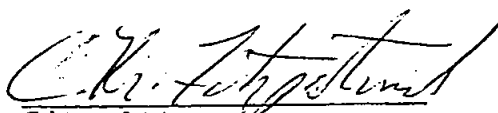
Date: 11/23/88


John Lockwood, City Manager
City of San Diego

Date: 11/16/88


Vernon Hazen, City Manager
City of Escondido

Approved As To Form:


City Attorney

GOLF COURSE LAND

All that real property situated partially in the City of Escondido, and entirely in the County of San Diego, State of California, as illustrated and depicted on the attached Exhibit "A", and more particularly described on the attached Exhibit "B".

GOLF COURSE

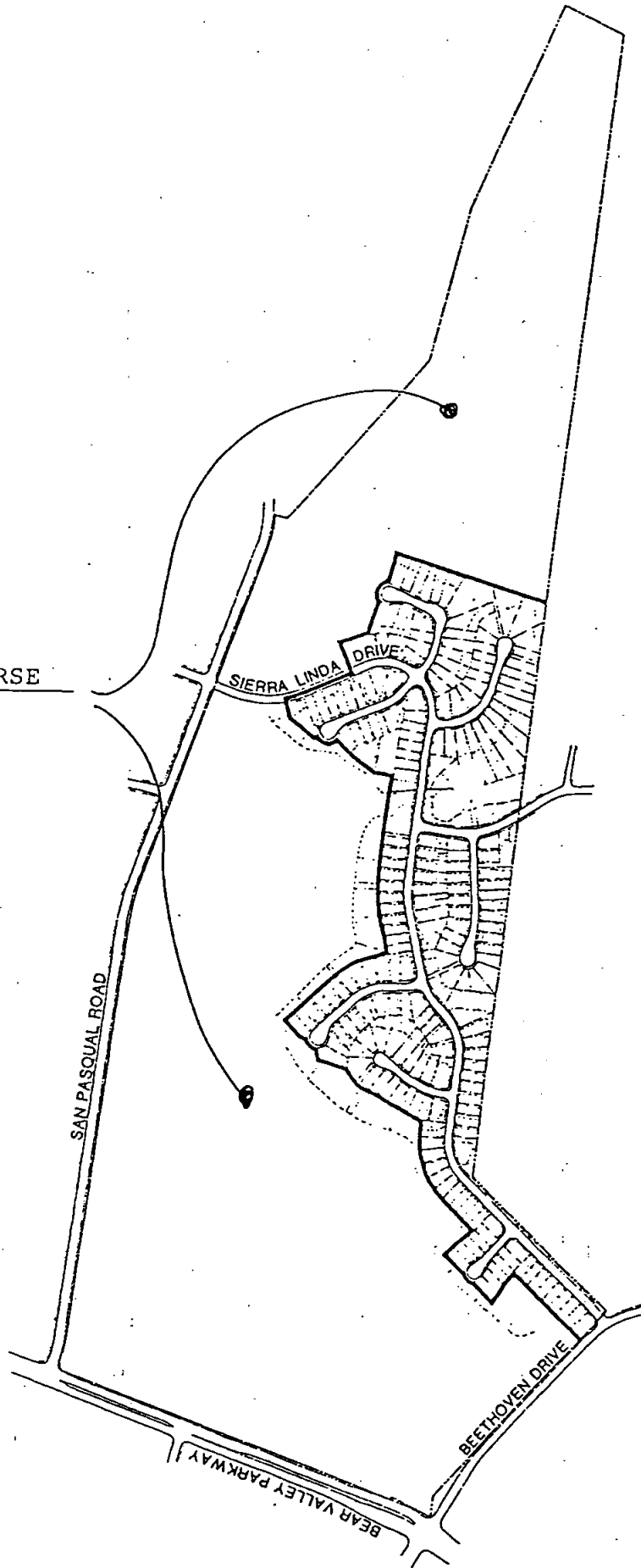


EXHIBIT "A"

ALL PARCELS 1A, 1B, AND 1C, DESCRIBED AS FOLLOWS:

PARCEL 1A:

THAT PORTION OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF RESURVEY OF OAKS TRACT SUBDIVIDED, ACCORDING TO MAP NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER, FEBRUARY 8, 1912, WITH THE EASTERLY BOUNDARY OF THAT CERTAIN 60.00 FOOT COUNTY ROAD, KNOWN AS COUNTY HIGHWAY COMMISSION, ROUTE 3, DIVISION 1, ALSO KNOWN AS SUNSET DRIVE, BEING SHOWN ON RECORD OF SURVEY MAP NO. 5234, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF THE SAID OAKS TRACT SOUTH 84°04'30" EAST 1571.67 FEET TO THE TRUE POINT OF BEGINNING, BEING AT THE NORTHERLY END OF COURSE NO. 54 OF THE APPROXIMATE 395 FOOT CONTOUR ABOVE MEAN SEA LEVEL, ACCORDING TO U. S. GEOLOGICAL SURVEY DATUM AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 5234; THENCE SOUTH 42°22'30" WEST 869.74 FEET; THENCE NORTH 47°37'30" WEST 1177.53 FEET TO THE SOUTH LINE OF THE SAID OAKS TRACT; THENCE SOUTH 84°04'30" EAST ALONG SAID SOUTH LINE OF OAKS TRACT TO THE TRUE POINT OF BEGINNING.

PARCEL 1B:

THOSE PORTIONS OF THE OAK'S TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912 OF LONGVIEW ACRES SUBDIVISION, ACCORDING TO THE MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY NOVEMBER 28, 1947 AND OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2, ACCORDING TO THE MAP THEREOF NO. 2582, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY AUGUST 15 1949, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF 1356.14 FEET TO A POINT ON A

EXHIBIT "B"

500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON SAID MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15', A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949 AND RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST, 561.55 FEET; THENCE SOUTH 3°15'40" EAST, 205.46 FEET; THENCE NORTH 84°24'40" WEST, 455.42 FEET; THENCE NORTH 4°49'00" EAST, 890.14 FEET TO THE NORTHWESTERLY CORNER OF SAID ANDERSON'S LAND AT A POINT ON THE CENTER LINE OF SAID SAN PASQUAL ROAD; THENCE NORTH 70°05'30" WEST ALONG SAID CENTER LINE, 44.88 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°29', A DISTANCE OF 217.88 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 82°34'20" WEST, 41.13 FEET; THENCE LEAVING SAID CENTER LINE NORTH 7°25'40" EAST, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN BLOCK 3 OF SAID LONGVIEW ACRES SUBDIVISION; THENCE NORTH 7°08'45" EAST ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 762.25 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 88°29'20" WEST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 780.38 FEET TO THE EASTERLY LINE OF LOT 2 IN SAID BLOCK 3 OF LONGVIEW ACRES SUBDIVISION; THENCE NORTH 1°25'30" WEST ALONG THE EAST LINES OF LOTS 2 AND 1 IN SAID BLOCK 3 AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 859.92 FEET TO A POINT IN THE CENTER LINE OF MARY LANE AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 87°51'40" WEST ALONG SAID CENTER LINE, 413.03 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO J. R. ELLEDGE AND WIFE, BY DEED DATED JANUARY 24, 1949 AND RECORDED IN BOOK 3116, PAGE 265 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LAND SOUTH 2°08'20" WEST, 450.00 FEET AND NORTH 87°51'40" WEST 543.83 FEET TO A POINT IN THE CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, AS SHOWN ON SAID MAP NO. 2438; THENCE NORTH 19°24'30" EAST ALONG SAID CENTER LINE, 143.90 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°55', A DISTANCE OF 155.63 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE NORTH 10°29'30" EAST (NORTH 10°03'50" EAST AS SHOWN ON MAP NO. 2582 OF LONGVIEW ACRES SUBDIVISION UNIT NO. 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 15, 1949), A DISTANCE OF 1818.63 FEET; THENCE LEAVING SAID CENTER LINE NORTH 78°35' WEST 975.00 FEET; THENCE SOUTH 10°03'50" WEST (RECORD SOUTH 10°29'30" WEST) PARALLEL WITH SAID CENTER LINE OF SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1, A DISTANCE OF 500.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE

EXHIBIT "B"

OLIVER OAKS TRACT, AS DESCRIBED IN A DEED RECORDED FEBRUARY 16, 1912 IN BOOK 550, PAGE 154 OF DEEDS; THENCE NORTH 78°35' WEST ALONG SAID SOUTHERLY LINE OF THE OLIVER OAKS TRACT, 2328.10 FEET TO THE NORTHEASTERLY CORNER OF LAND DESCRIBED IN PARCEL 1 OF A DEED TO HELEN BANISTER, DATED AUGUST 31, 1953 IN BOOK 4973, PAGE 163 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAND DUE SOUTH 920.00 FEET DUE EAST 116.45 FEET AND DUE SOUTH 654+47 FEET TO THE SOUTHEASTERLY CORNER THEREOF AT A POINT ON THE NORTHEASTERLY LINE OF LOT 9 IN BLOCK 8 OF SAID LONGVIEW ACRES SUBDIVISION ON UNIT NO. 2; THENCE SOUTH 64°17' EAST ALONG SAID NORTHEASTERLY LINE 60.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAST MENTIONED SUBDIVISION AS FOLLOWS:

SOUTH 20°13'10" WEST 528.48 FEET; THENCE SOUTH 23°28'20" WEST, 75.00 FEET; THENCE SOUTH 8°38'40" WEST 251.74 FEET; THENCE SOUTH 46°58'20" WEST 361.06 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14 IN BLOCK 8 OF SAID SUBDIVISION, SAID POINT BEING ALSO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 40 FEET, THE CENTER OF WHICH BEARS SOUTH 41°49'45" WEST; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 262°49'10" A DISTANCE OF 183.48 FEET TO A POINT IN THE SOUTH LINE OF BLOCK 9 OF SAID LONGVIEW ACRES SUBDIVISION UNIT NO. 2; THENCE SOUTH 83°14'20" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 9 A DISTANCE OF 400.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE STATE HIGHWAY (DISTRICT XI, ROUTE 77, SECTION "B"), AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED SEPTEMBER 2, 1936 IN BOOK 571, PAGE 31 OF OFFICIAL RECORDS; THENCE SOUTH 6°45'40" EAST (RECORD SOUTH 6°42' EAST) ALONG SAID EASTERLY LINE 12.74 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF HOMELAND ACRES ADDITION TO ESCONDIDO, NO. 2, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, MARCH 11, 1910; THENCE NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION 106.03 FEET TO THE WESTERLY LINE OF SAID STATE HIGHWAY; THENCE CONTINUING NORTH 77°20'30" WEST (RECORD NORTH 77°30' WEST) ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED SUBDIVISION, 3036.61 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO AMOS J. SCHONEMAN AND WIFE BY DEED DATED NOVEMBER 10, 1945 AND RECORDED IN BOOK 2002, PAGE 237 OF OFFICIAL RECORDS; THENCE SOUTH 36°56'05" WEST (RECORD SOUTH 36°59'20" WEST) ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAND, 532.63 FEET (RECORD 532.80 FEET) TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY SOUTH 5°57'30" WEST (RECORD SOUTH 5°41' WEST) 20.54 FEET TO THE COMMON CORNER OF SAID SCHOENMAN'S LAND AND LAND CONVEYED TO HERMAN R. WISEMAN AND WIFE BY DEED DATED MAY 4, 1944 AND RECORDED IN BOOK 1691 PAGE 146 OF OFFICIAL RECORDS; SAID COMMON CORNER BEING AT ENGINEERS STATION 22 + 03.04 IN THE CENTER OF ROAD SURVEY NO. 461, A MAP OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID SAN DIEGO COUNTY AND BEING A POINT ON A CURVE IN SAID CENTER LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG

EXHIBIT "B"

SAID CENTER LINE AND BEING ALSO THE NORTHEASTERLY BOUNDARY OF SAID WISEMAN'S LAND, AS FOLLOWS:

EASTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 31°07'04" A DISTANCE OF 271.55 FEET; THENCE TANGENT TO SAID CURVE SOUTH 52°57' EAST 169.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°37' A DISTANCE OF 424.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 4°20' EAST 471.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°42' A DISTANCE OF 204.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63°02' EAST 439.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'20" A DISTANCE OF 129.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 55°36'40" EAST 265.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'20" A DISTANCE OF 238.63 FEET; THENCE TANGENT TO SAID CURVE SOUTH 69°17' EAST 858.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46' A DISTANCE OF 128.86 FEET TO THE NORTHERLY TERMINUS OF THE MOST EASTERLY LINE OF SAID LAND SO CONVEYED TO WISEMAN; THENCE SOUTH 5°57' WEST (RECORD SOUTH 5°55'30" WEST) ALONG SAID MOST EASTERLY LINE 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AT A POINT ON THE SOUTHERLY LINE OF THE OAK'S TRACT; THENCE SOUTH 84°03' EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 937.22 FEET TO THE WESTERLY LINE OF THE HEREINBEFORE MENTIONED 100.00 FOOT CALIFORNIA STATE HIGHWAY; THENCE CONTINUING SOUTH 84°03' EAST ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT 51.25 FEET, MORE OR LESS TO THE CENTER LINE OF SAID STATE HIGHWAY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 84°04'40" EAST (RECORD SOUTH 84°04'30" EAST) 2620.93 FEET TO THE CENTER LINE OF THE HEREINBEFORE MENTIONED SAN DIEGO COUNTY HIGHWAY COMMISSION ROUTE 3, DIVISION 1; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE OAK'S TRACT SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) 4221.26 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY BOUNDARY OF PARCEL MAP 11382, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 11, 1981 AS FILE NO. 81-182347 OF OFFICIAL RECORDS.

EXHIBIT "B"

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE CENTER LINE OF SAN PASQUAL ROAD ALL AS SHOWN ON LONGVIEW ACRES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947.

ALSO EXCEPTING THEREFROM A PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP NO. 1415 FILED IN THE RECORDER'S OFFICE, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY ON NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9, BLOCK 3 OF LONGVIEW ACRES SUBDIVISION ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947; THENCE SOUTH 11°25'00" WEST 30.33 FEET, MORE OR LESS TO AN INTERSECTION WITH THE CENTERLINE OF SAN PASQUAL ROAD, AS THE SAME IS SHOWN ON SAID MAP NO. 2438, BEING THE TRUE POINT OF BEGINNING; THENCE

EXHIBIT "B"

SOUTH 70°05'30" EAST ALONG SAID CENTER LINE 142.3 FEET; THENCE SOUTH 13°21'36" WEST 561.53 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET; THENCE NORTH 84°24'40" WEST 455.42 FEET; THENCE NORTH 4°49'00" EAST 890.14 FEET, MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF SAID SAN PASQUAL ROAD; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTERLINE 385.83 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 1C:

THAT PORTION OF THE OAK'S TRACT SITUATED IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1415 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 83°38'30" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4916.79 FEET (RECORD 4913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE, BY DEED DATED APRIL 30, 1928 AND RECORDED IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°22' EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF, 1356.14 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY IN THE CENTER LINE OF SAN PASQUAL ROAD, AS SHOWN ON MAP NO. 2438 OF LONGVIEW ACRES SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY ON NOVEMBER 28, 1947, A RADIAL LINE OF SAID CURVE BEARING SOUTH 4°39'30" WEST THROUGH SAID POINT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15' A DISTANCE OF 133.08 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID CENTER LINE OF SAN PASQUAL ROAD, NORTH 70°05'30" WEST 1067.13 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SHERMAN C. ANDERSON AND WIFE, BY DEED DATED FEBRUARY 5, 1949, RECORDED IN BOOK 3106, PAGE 179 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LAND AS FOLLOWS:

SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET AND THENCE NORTH 84°24'40" WEST 455.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF OAK'S TRACT, DISTANT THEREON NORTH 83°38'30" WEST 1900.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°38'30" EAST (RECORD SOUTH 84°04'30" EAST) ALONG SAID SOUTHERLY LINE, 1900.00 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PORTION OF THE OAKS TRACT IN THE RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9, IN BLOCK 3 OF LONGVIEW ACRES SUBDIVISION, ACCORDING TO MAP THEREOF NO. 2438, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 28, 1947; THENCE SOUTH 11°25'00" WEST 30.33 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF SAN PASQUAL ROAD, AS THE SAME IS SHOWN ON SAID MAP NO. 2438, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTER LINE 142.30 FEET; THENCE SOUTH 13°21'30" WEST 561.55 FEET; THENCE SOUTH 3°15'40" EAST 205.46 FEET; THENCE NORTH 84°24'40" WEST 455.42 FEET; THENCE NORTH 4°49'00" EAST 890.14 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF SAID SAN PASQUAL ROAD; THENCE SOUTH 70°05'30" EAST ALONG SAID CENTER LINE 385.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND ALSO THAT 40 ACRE PARCEL LEASED BY THE CITY OF ESCONDIDO FROM THE CITY OF SAN DIEGO, AS DESCRIBED IN DOCUMENT NO. RR-270925, FILED IN THE OFFICE OF THE SAN DIEGO CITY CLERK.

EXHIBIT "B"

EXCEPTING FROM THE PREVIOUSLY DESCRIBED PARCELS 1A, 1B AND 1C,
THE FOLLOWING:

THOSE PORTIONS OF RANCHO SAN BERNARDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP IN BOOK 2, PAGE 462 OF PATENTS, RECORDS OF SAID COUNTY AND THE OAK'S TRACT IN THE RANCHO SAN BERNARDO ACCORDING TO THE MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY FEBRUARY 8, 1912, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID OAK'S TRACT; THENCE NORTH 84°04'31" WEST (RECORD NORTH 84°04'30" WEST) ALONG THE SOUTHERLY LINE OF SAID TRACT, 4,916.79 FEET (RECORD 4,913.20 FEET, MORE OR LESS) TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FREDERICK M. WHITE BY DEED DATED APRIL 30, 1928 IN BOOK 1459, PAGE 487 OF DEEDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 15°29'53" EAST (RECORD NORTH 15°30' EAST) ALONG THE WESTERLY LINE OF SAID LAND 698.13 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 39°10'59" WEST, 216.48 FEET; THENCE SOUTH 82°38'15" WEST, 100.28 FEET; THENCE NORTH 43°33'34" WEST, 153.56 FEET; THENCE NORTH 54°56'18" WEST, 160.96 FEET; THENCE NORTH 68°00'04" WEST, 280.92 FEET; THENCE SOUTH 19°40'36" WEST, 346.93 FEET; THENCE SOUTH 37°05'13" WEST, 165.40 FEET; THENCE SOUTH 47°33'25" WEST, 193.92 FEET; THENCE NORTH 54°41'44" WEST, 195.97 FEET; THENCE NORTH 05°55'48" EAST, 94.99 FEET; THENCE NORTH 86°13'39" WEST, 310.98 FEET; THENCE SOUTH 75°15'30" WEST, 255.90 FEET; THENCE NORTH 17°47'13" WEST, 177.82 FEET; THENCE NORTH 43°08'40" WEST, 400.98 FEET; THENCE SOUTH 50°14'12" WEST, 165.90 FEET; THENCE SOUTH 45°41'11" WEST, 153.44 FEET; THENCE SOUTH 34°07'35" WEST, 217.08 FEET; THENCE SOUTH 13°39'26" WEST, 264.75 FEET; THENCE NORTH 87°44'02" WEST, 133.99 FEET; THENCE SOUTH 70°47'01" WEST, 157.50 FEET; THENCE SOUTH 42°22'26" WEST, 291.29 FEET; THENCE NORTH 41°18'18" WEST, 211.00 FEET; THENCE SOUTH 41°44'57" WEST, 309.75 FEET; THENCE SOUTH 52°12'13" EAST, 207.00 FEET; THENCE SOUTH 42°22'26" WEST, 252.37 FEET; THENCE SOUTH 54°23'23" WEST, 182.53 FEET; THENCE SOUTH 47°37'16" EAST, 208.00 FEET; THENCE NORTH 42°22'26" EAST, 869.76 FEET TO THE SOUTH LINE OF SAID OAK'S TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 84°04'31" EAST (RECORD SOUTH 84°04'30" EAST), 2,618.94 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

RESOLUTION NUMBER R- 269816

ADOPTED ON NOV 24 1987

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the CITY OF ESCONDIDO, concerning certain City of San Diego-owned properties that are within the jurisdiction of the City of Escondido, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 269816 -1.

BE IT FURTHER RESOLVED, that the sale to the City of Escondido of two of the parcels be and it is hereby authorized.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute a Grant Deed to the City of Escondido affecting the two sale parcels, under the terms and conditions set forth in the Grant Deed on file in the office of the City Clerk as Document No. RR- 269816 -2.

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Second Amendment to Agreement with the CITY OF ESCONDIDO, concerning the right to acquire an additional 300,000 gallons per day of sewer capacity in the Escondido Sewer System,

under the terms and conditions set forth in the Second Amendment to Agreement on file in the office of the City Clerk as Document No. RR- 269816-3, provided that Escondido reimburse San Diego for any and all monies due under the First Amendment to Sewer Agreement between the parties dated July 12, 1982; and for all other surplus sewer and water connection rights heretofore purchased by San Diego from Escondido in connection with the properties being sold to Escondido.

APPROVED: John W. Witt, City Attorney

By C. M. Fitzpatrick
C. M. Fitzpatrick
Assistant City Attorney

CMF:js
11/20/87
12/03/87 Rev. 1
Or.Dept:Prop.
R-88-986
Form=r.auagr

Passed and adopted by the Council of The City of San Diego on

NOV. 24 1987 by the following vote:

YEAS: Wolfsheimer, Cleator, McColl, Struiksma, Gotch, McCarty,
Ballesteros, O'Connor.

NAYS: None.

NOT PRESENT: _____

VACANT: District 4

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: JUNE A. BLACKNELL, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 269816, passed
and adopted by the Council of The City of San Diego, California
on NOV 24 1987.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: *June A. Blacknell*, Deputy