

COPY

AGREEMENT FOR JOINT USE OF ACCESS ROAD

SITE: BLACK MOUNTAIN
GLC: CAK008

This Agreement is entered into by and between AT&T COMMUNICATIONS OF CALIFORNIA, INC., a California corporation, by and through AT&T Communications Inc., a Delaware corporation, its Agent, with offices at 1200 Peachtree Street, Northeast, Promenade II, Atlanta, Georgia 30309, hereinafter called "AT&T", and The CITY OF SAN DIEGO with offices located at 1200 Third Avenue, Suite 1700 San Diego, California 92101 hereinafter called "Joint User".

RECITALS

WHEREAS, AT&T has constructed and maintains that certain access road (the "Access Road") located in the County of San Diego, State of California, more particularly described as follows:

An access road 20 feet in width and approximately 2.28 miles in length in portions of Section 5 and Fractional Section 7, Township 14 South, Range 2 West, San Bernardino Base and Meridian.

WHEREAS, Joint User desires to use the Access Road;

WHEREAS, AT&T is willing to permit, on a non-exclusive license basis, under the terms and conditions of this Agreement, Joint User's use of the Access Road;

NOW THEREFORE, the parties do hereby mutually covenant and agree as follows:

CONSENT AND PERMISSION TO USE ACCESS ROAD

1. (a) For good and valuable consideration and the faithful performance by Joint User of all terms, covenants and conditions hereinafter set forth, AT&T hereby grants Joint User a non-exclusive revocable license to use the Access Road.

(b) Any and all use of the Access Road by Joint User's employees, agents, contractors, permittees, licensees and business invitees shall be deemed to be use of the Access Road by Joint User.

(c) Joint User's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether recorded or not, affecting the Access Road or any portion thereof.

(d) Joint User shall repair promptly, at its own sole risk and expense, any and all damage to the Access Road caused by Joint User's use thereof, ordinary wear and tear excepted. If, in an emergency, AT&T has to repair such Joint User damage, the Joint User shall pay the costs thereof within sixty (60) days after receiving an itemized bill from AT&T.

(e) AT&T shall maintain and repair the Access Road only to the extent that AT&T deems necessary for the reasonable passage of motor vehicles to the Black Mountain communications facility.

(f) AT&T shall perform repairs of an extraordinary nature, including but not limited to, repairs necessitated by blowdowns, slides, slips, collapses or washouts of the Access Road, bridge or drainage structures.

**BLACK MOUNTAIN COMMUNICATIONS FACILITY
AGREEMENT FOR JOINT USE OF ACCESS ROAD
BY AND BETWEEN AT&T AND THE CITY OF SAN DIEGO**

Joint User shall reimburse AT&T for its allocated share of the cost of such repairs within sixty (60) days after receiving an itemized bill from AT&T.

<u>Joint User</u>	<u>Allocated Share</u>
City of San Diego	10%

(g) This agreement is not intended to give, nor shall it be construed as giving Joint User permission to use any real property, public or private, traversed by the Access Road.

TERM

2. (a) The term of this Agreement shall commence on January 1, 1996, and shall continue for a period of five (5) years, expiring on December 31, 2000, unless sooner terminated by the parties pursuant to the terms hereof.

(b) Joint User shall have the option, subject to AT&T's consent, which may not be unreasonably withheld, to renew this Agreement for three (3) subsequent five (5) year terms. In order to exercise this option, Joint User must notify AT&T in writing of its desire to renew this Agreement at least ninety (90) days prior to the expiration of the term. Within ten (10) days of receipt of such notice, AT&T shall notify Joint User of its decision to either grant or withhold its consent to the renewal.

(c) This Agreement may be terminated by AT&T by providing ninety (90) days advance written notice to Joint User. Joint User may also terminate this Agreement by providing ninety (90) days prior written notice to AT&T, but only in the event that Joint User ceases all use of the Access Road.

ANNUAL USE FEE

3. Commencing on January 1, 1996, Joint User shall pay to AT&T annually in advance the sum of Six Hundred and no/100 Dollars (\$600.00), as Joint User's annual fee for use of the Access Road and its improvements. Such sum shall be due and payable within fifteen (15) days after receipt of a bill from AT&T. Such use fee shall be subject to review and adjustment annually, as determined by AT&T, but shall not exceed a ten (10%) percent increase in any given one year period.

PERSONAL INJURY; PROPERTY DAMAGE

4. Joint User shall be responsible for damages resulting from personal injuries, death or property damage to the extent that such damages arise from the negligence or willful misconduct of Joint User, its employees, agents, contractors, permittees, licensees and business invitees while exercising the rights granted herein.

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INDEMNIFICATION

5. Joint User, its employees, agents, contractors, permittees, licensees and business invitees shall use the Access Road at their sole risk and shall indemnify and hold harmless AT&T, including AT&T Corp. and any of its affiliates or subsidiaries, against and from any and all claims, demands and liability of whatsoever kind and nature arising out of or in any way connected with Joint User's use of the Access Road, except any personal injuries, death or property damage to the extent that such damages arise from the negligence or willful misconduct of AT&T.

ENVIRONMENTAL MATTERS

6. (a) Joint User agrees that it shall not use, have present or transport, or permit its employees, agents, contractors, permittees, licensees or business invitees to use, have present or transport on or about the Access Road any hazardous or toxic materials, wastes or substances or any other pollutants or contaminants (collectively referred to as "Hazardous Materials"), without the express written consent of AT&T, which may be withheld in its sole discretion. If AT&T grants its consent, Joint User shall comply with all laws, rules, regulations, ordinances, orders and codes governing the use, possession, storage or transportation of Hazardous Materials.

(b) If at any time during the term of this Agreement, Joint User knows or believes that any Hazardous Materials, have come, or will come, to be located upon, about, or underneath the Access Road then Joint User shall immediately give AT&T verbal notice of that condition to AT&T Operations at (619) 260-6720. Joint User shall also give AT&T written notice of the condition as soon as reasonably possible. Joint User covenants to investigate, clean up and otherwise remediate any release of Hazardous Materials, by Joint User, its employees, agents, contractors, permittees, licensees or business invitees at Joint User's cost and expense. Except in an emergency, such clean-up shall be performed by Joint User only if the Joint User has obtained AT&T's written consent, which shall not be unreasonably withheld. In the event that AT&T must clean-up or otherwise remediate Hazardous Materials released by or in connection with Joint User's use of the Access Road, Joint User shall reimburse AT&T for all cost and expense therefrom, within thirty (30) days after receipt of AT&T's invoice for such clean-up or remediation.

(c) Joint User agrees to indemnify, defend and hold AT&T harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or loss arising from such release or from Joint User's breach of its representations, agreements, covenants and obligations contained in this paragraph 6.

NOTICES OR DEMANDS

7. All notices or demands herein provided to be given or made or which may be given or made by either party to the other, shall be deemed to have been duly given if made in writing and deposited in the United States mail, certified or registered, postage prepaid, or overnight service and addressed as follows:

To AT&T:

AT&T Communications of California, Inc.
4480 Willow Road, Room 129
Pleasanton, California 94588
Attention: Supervisor, Land Asset Management

To Joint User:

The City of San Diego
1200 Third Ave., Suite 1700
San Diego, California 92101
Attention: Manager, Real Estate Assets Department

**BLACK MOUNTAIN COMMUNICATIONS FACILITY
AGREEMENT FOR JOINT USE OF ACCESS ROAD
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Notice shall be deemed to have been given on the date received, if delivered by overnight delivery service, or, if mailed, three (3) business days after the date marked.

The address to which notices or demands may be given or made by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

ASSIGNMENT

8. (a) This license is personal to Joint User, and Joint User shall not assign this Agreement or any part thereof without the prior written consent of AT&T. Any attempt by Joint User to assign this Agreement in violation of this provision terminates the Agreement.

(b) AT&T may, without Joint User's consent, assign this Agreement or its right to receive payments hereunder.

SUCCESSORS AND ASSIGNS

9. Subject to the provisions of paragraph 8 hereof, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

SURVIVAL

10. All obligations which by their nature continue beyond the term of this Agreement shall survive the termination of the Agreement.

ENTIRE AGREEMENT

11. This Agreement constitutes the entire agreement and understanding between the parties relative to the AT&T Access Road and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to the Access Road.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives on the dates below written.

**AT&T COMMUNICATIONS OF CALIFORNIA, INC.
BY AND THROUGH AT&T COMMUNICATIONS, INC. ITS AGENT**

By: Raul Castillo Title Real Estate Asset Mgr Date 11/15/96

CITY OF SAN DIEGO
By: Robert Hallum Title Real Estate Assets Mgr Date 10/10/96

(R-97-294)

RESOLUTION NUMBER R- **287900**

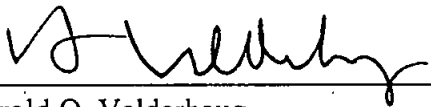
ADOPTED ON **OCT 07 1996**

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 The City of San Diego, a five-year agreement for the joint use of the Black Mountain Access Road at an initial annual use fee of \$600.00 per year, under the terms and conditions in the agreement on file in the office of the City Clerk as Document No. RR- **287900**.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be, and he is hereby authorized to pay AT&T a yearly fee for City's share of costs associated with maintenance.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Head Deputy City Attorney

HOV:cdk
09/16/96
Or.Dept:REA
R-97-294
Form=auagr.res

Passed and adopted by the Council of The City of San Diego on OCT 07 1996 by the following vote:

YEAS: MATHIS, WEAR, STEVENS, WARDEN, STALLINGS, McCARTY, VARGAS, AND
MAYOR GOLDING

NAYS: NONE

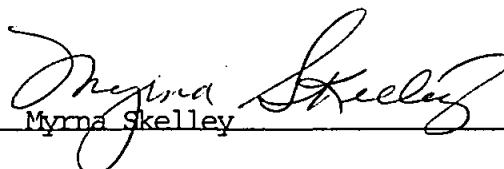
NOT PRESENT: KEHOE

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

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

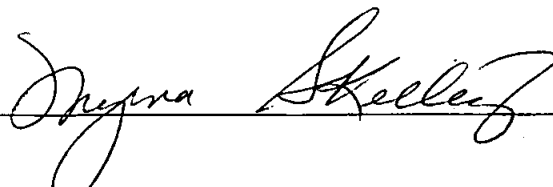
(SEAL)

By:  Myrna Skelley, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 287900, passed and adopted by the Council of The City of San Diego, California
on OCT 07 1996.

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

(SEAL)

By:  Myrna Skelley, Deputy

A. L. R.
6/2/05

Lease id# City/212/B00 Customer code NR1687

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SAN DIEGO
MAIL STATION 2A

Doc. No. F-7523 Date Filed JUN 14 1999
Resol. _____ Date _____
No. _____ Adpt. _____

COUNTY RECORDERS' INFORMATION

File/Page No. 1999-0419363

Date 6-15-99

Series _____ Book _____

(THIS SPACE FOR RECORDER'S USE ONLY)

W.O. NO: 980957
DWG. NO.: 19037-B

ASSESSOR'S PARCEL NO: 312-010-13, 19

NO DOCUMENT TAX DUE
R & T 11922 (Amended)
Presented for record by the City of San Diego

NO FEE FOR GOVT. AGENCY
CODE 27383

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

HEREBY GRANT(S) to The City of San Diego, a municipal corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

(See EXHIBITS "A" & "B" attached hereto)

Date: June 3, 1999

Owner: Shea Homes Limited Partnership,
a California limited partnership

By: J.F. Shea Co., Inc., a Nevada
corporation, General Partner

By: Cynthia Roush
CYNTHIA ROUSH, Asst. Secretary

By: Dale Holbrook
DALE HOLBROOK, Asst. Secretary

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer of behalf of the City of San Diego, pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by it's duly authorized officer.

Date: 6-14-99

For City Engineer

By: LeRoy C. Hennes
Deputy

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

This information is available in alternative formats for persons with disabilities.
To request this information in alternative format, call (619) 236-7703 or (800) 735-2929 (TT)

J-13444

EXHIBIT "A"

SHEA MITIGATION PARCEL

PORTION OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 2 WEST
SAN BERNARDINO MERIDIAN

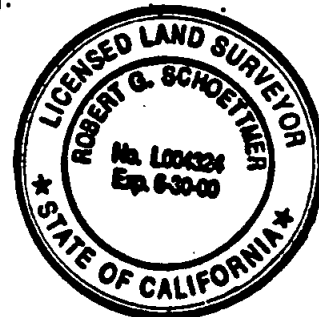
The Northeast Quarter of the Southwest Quarter of Section 5, Lot 6 of Section 5 and a portion of Lot 5 of Section 5, Township 14 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California as said properties were described in that certain Quitclaim Deed to Shea Homes Limited Partnership recorded May 4, 1998 as Document 1998-0254616, said portion of Lot 5 more particularly described as follows:

Beginning at the Southeast corner of Lot 5 as shown on Record of Survey No. 10451 on file in the Office of the Recorder of said County and State; thence along the Southerly boundary of said lot South $87^{\circ}09'49''$ West 704.84 feet; thence leaving said Southerly boundary North $00^{\circ}05'37''$ East 1036.24 feet; thence along boundaries of the above-mentioned Quitclaim Deed, North $88^{\circ}34'40''$ East 124.44 feet; thence North $00^{\circ}05'37''$ East 295.50 feet; thence North $88^{\circ}34'40''$ East 584.27 feet to the Northeast corner of said Lot 5; thence along the Easterly boundary of said Lot 5 South $00^{\circ}17'29''$ West 1314.16 feet to the Point of Beginning.

Total area of the above description 98.00 acres.

 6-3-99

Robert G. Schoettmer L.S. 4324



Note: The above bearings, distances and areas were compiled or calculated based on existing available record information and not on a field survey by Rick Engineering Company.

W.O. No. 980957

Dwg. No. 19037-B

jb/13444.004

EXHIBIT "B"

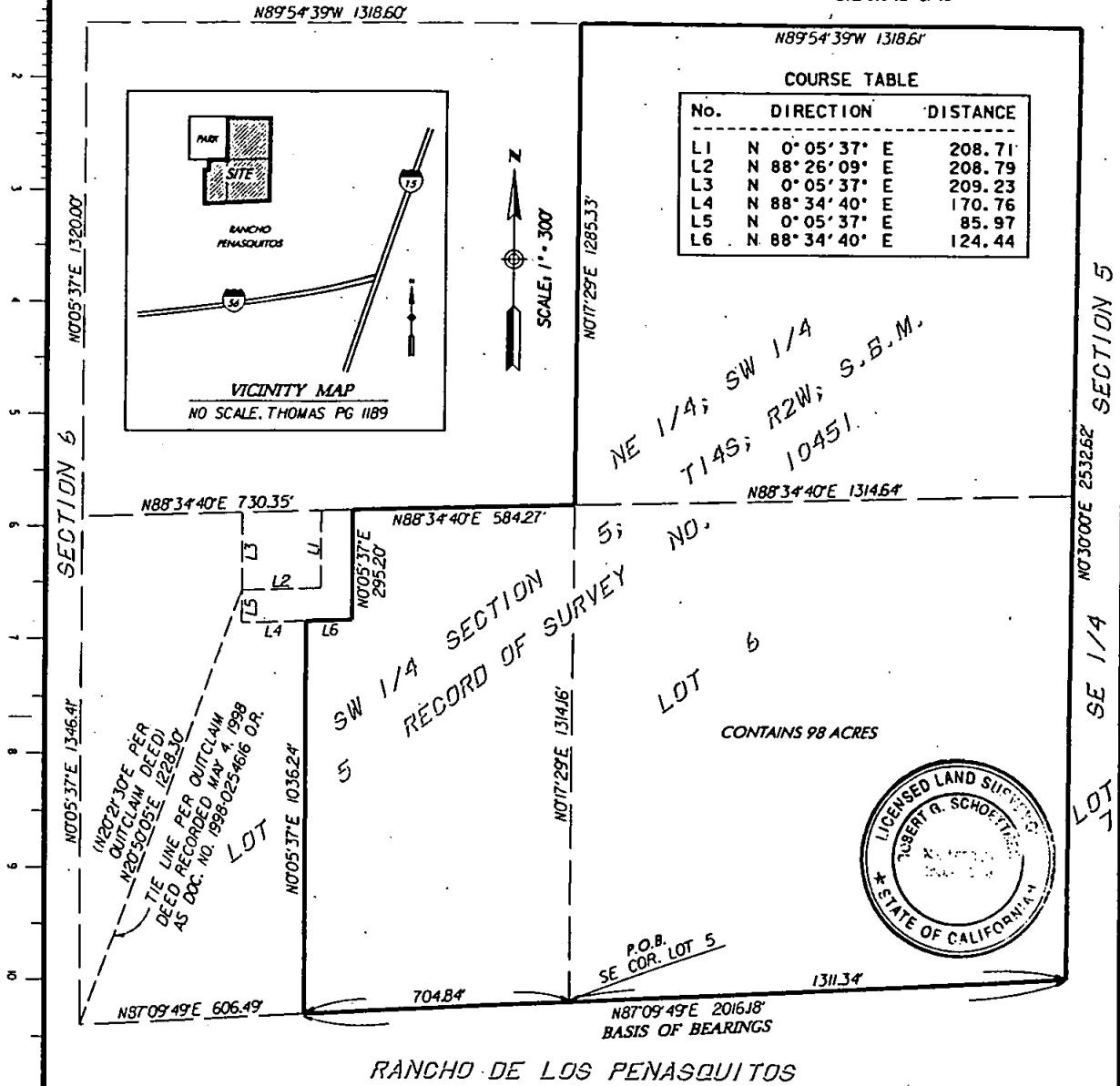
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5 OF T14S, R2W, S.B.M. PER RECORD OF SURVEY 10451, I.E. N87°09'49"E

NW 1/4 SECTION 5

LEGEND

P.O.B. INDICATES POINT OF BEGINNING
 ——— INDICATES BOUNDARY OF MITIGATION PARCEL
 ASSESSOR PARCEL NO.
 312-010-13 & 19



RICK ENGINEERING COMPANY

5620 FRIARS ROAD,
 SAN DIEGO,
 CA 92110

PH (619) 291-0707
 L.S. 4324

ROBERT G. SCHOETTNER

DATE 6-3-99

"SHEA" MITIGATION PARCEL IN THE SOUTHWEST QUARTER, SECTION 5, T14S, R2W, S.B.M.

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL				

CITY OF SAN DIEGO, CALIFORNIA
 SHEET 1 OF 1 SHEET

Robert G. Schoettner
 FOR CITY ENGINEER

6-14-99
 DATE

W.O. NO. 980957

1934-6292
 CCS MAD 83 COORDINATES

294-1731
 LAMBERT COORDINATES

STATUS

19037-B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On June 3, 1999 before me, Susan L. Trimmingham, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Cynthia Roush and Dale Holbrook,
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Susan L. Trimmingham
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**BLACK MOUNTAIN COMMUNICATIONS FACILITY
AGREEMENT FOR JOINT USE OF ACCESS ROAD
RY AND BETWEEN AT&T AND THE CITY OF SAN DIEGO**

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8. (a) This license is personal to Joint User, and Joint User shall not assign this Agreement or any part thereof without the prior written consent of AT&T. Any attempt by Joint User to assign this Agreement in violation of this provision terminates the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives on the dates below written.

AT&T COMMUNICATIONS OF CALIFORNIA, INC.
BY AND THROUGH AT&T COMMUNICATIONS, INC. ITS AGENT

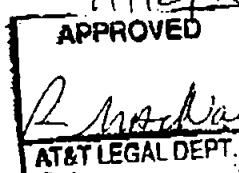
By: _____ Title _____ Date _____

CITY OF SAN DIEGO

By: Robert J. Collins Title Real Estate Assets Mgr Date 10/10/96

(AMS/960731/1240)

4 of 4



R-287900

(R-97-294)

RESOLUTION NUMBER R- 287900

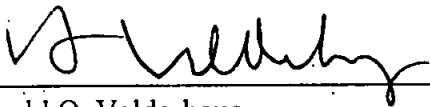
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BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be, and he is hereby authorized to pay AT&T a yearly fee for City's share of costs associated with maintenance.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Head Deputy City Attorney

HOV:cdk
09/16/96
Or.Dept:REA
R-97-294
Form=auagr.res

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SAN DIEGO
MAIL STATION 2A

Doc. No. F-7523 Date JUN 14 1999

Resol. No. _____ Date _____
Adpt. _____

COUNTY RECORDERS' INFORMATION

File/Page No. 1999-0419363

Date 6-15-99

Series _____ Book _____

(THIS SPACE FOR RECORDER'S USE ONLY)

W.O. NO: 980957
DWG. NO.: 19037-B

ASSESSOR'S PARCEL NO: 312-010-13, 19

NO DOCUMENT TAX DUE
R & T 11922 (Amended)
Presented for record by the City of San Diego

NO FEE FOR GOVT. AGENCY
CODE 27383

GRANT DEED

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(See EXHIBITS "A" & "B" attached hereto)

Date: June 3, 1999

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a California limited partnership

By: J.F. Shea Co., Inc., a Nevada
corporation, General Partner

By: Cynthia Roosh
CYNTHIA ROOSH, Asst. Secretary

By: Dale Holbrook
DALE HOLBROOK, Asst. Secretary

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer of behalf of the City of San Diego, pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by it's duly authorized officer.

Date: 6-14-99

For City Engineer

By: LeRoy C. Hennes
Deputy

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

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PORTION OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 2 WEST
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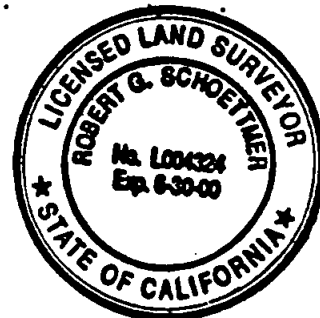
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Total area of the above description 98.00 acres.

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Robert G. Schoettmer L.S. 4324



Note: The above bearings, distances and areas were compiled or calculated based on existing available record information and not on a field survey by Rick Engineering Company.

W.O. No. 980957
Dwg. No. 19037-B

jb/13444.004

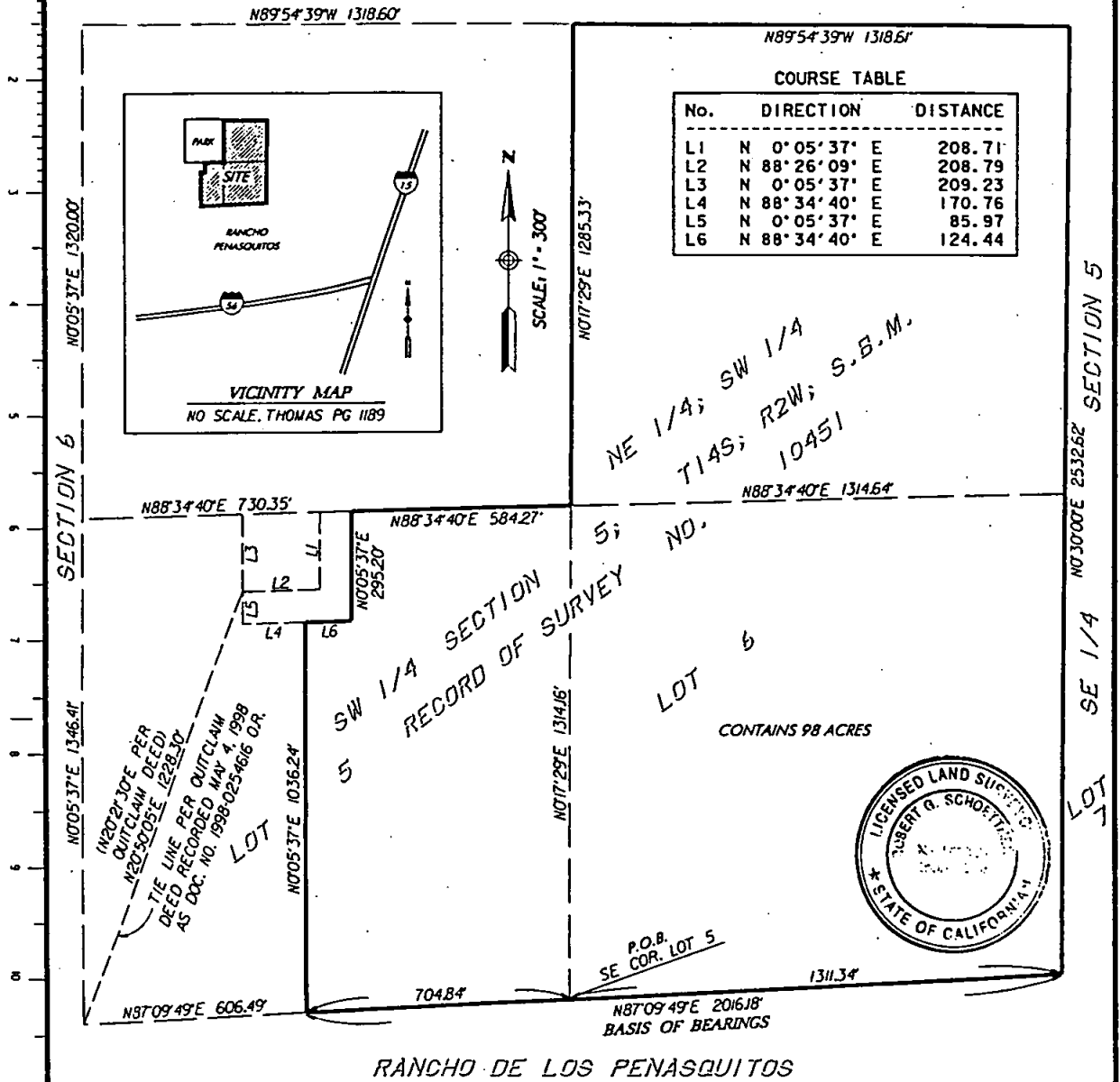
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5 OF T14S, R2W, S.B.M. PER RECORD OF SURVEY 10451, I.E. N87°09'49"E

NW 1/4 SECTION 5

LEGEND

P.O.B. INDICATES POINT OF BEGINNING
— INDICATES BOUNDARY OF MITIGATION PARCEL
ASSESSOR PARCEL NO.
312-010-13 & 19



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On June 3, 1999 before me, Susan L. Trimmingham, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Cynthia Roush and Dale Holbrook
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Susan L. Trimmingham
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SAN DIEGO
MAIL STATION 2A

Doc. F-7523 Date JUN 14 1999
No. _____ Filed _____
Resol. _____ Date _____
No. _____ Apt. _____
CITY OF SAN DIEGO INFORMATION
File/Page No. 1999-0419363
Date 6-15-99
Series _____ Book _____

(THIS SPACE FOR RECORDER'S USE ONLY)

W.O. NO: 980957
DWG. NO.: 19037-B

ASSESSOR'S PARCEL NO: 312-010-13, 19

NO DOCUMENT TAX DUE
R & T 11922 (Amended)
Presented for record by the City of San Diego

NO FEE FOR GOVT. AGENCY
CODE 27383

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

HEREBY GRANT(S) to The City of San Diego, a municipal corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

(See EXHIBITS "A" & "B" attached hereto)

Date: June 3, 1999

Owner: Shea Homes Limited Partnership,
a California limited partnership

By: J.F. Shea Co., Inc., a Nevada
corporation, General Partner

By: Cynthia Roush
CYNTHIA ROUSH, Asst. Secretary

By: Dale Holbrook
DALE HOLBROOK, Asst. Secretary

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer of behalf of the City of San Diego, pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by it's duly authorized officer.

Date: 6-14-99

For City Engineer

By: LeRoy A. Hennes
Deputy

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

J-13444

EXHIBIT "A"

SHEA MITIGATION PARCEL

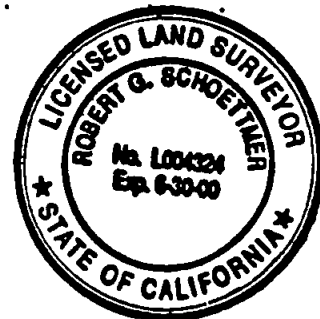
PORTION OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 2 WEST
SAN BERNARDINO MERIDIAN

The Northeast Quarter of the Southwest Quarter of Section 5, Lot 6 of Section 5 and a portion of Lot 5 of Section 5, Township 14 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California as said properties were described in that certain Quitclaim Deed to Shea Homes Limited Partnership recorded May 4, 1998 as Document 1998-0254616, said portion of Lot 5 more particularly described as follows:

Beginning at the Southeast corner of Lot 5 as shown on Record of Survey No. 10451 on file in the Office of the Recorder of said County and State; thence along the Southerly boundary of said lot South $87^{\circ}09'49''$ West 704.84 feet; thence leaving said Southerly boundary North $00^{\circ}05'37''$ East 1036.24 feet; thence along boundaries of the above-mentioned Quitclaim Deed, North $88^{\circ}34'40''$ East 124.44 feet; thence North $00^{\circ}05'37''$ East 295.50 feet; thence North $88^{\circ}34'40''$ East 584.27 feet to the Northeast corner of said Lot 5; thence along the Easterly boundary of said Lot 5 South $00^{\circ}17'29''$ West 1314.16 feet to the Point of Beginning.

Total area of the above description 98.00 acres.

 6-3-99
Robert G. Schoettmer L.S. 4324



Note: The above bearings, distances and areas were compiled or calculated based on existing available record information and not on a field survey by Rick Engineering Company.

W.O. No. 980957
Dwg. No. 19037-B

jb/13444.004

EXHIBIT 'B'

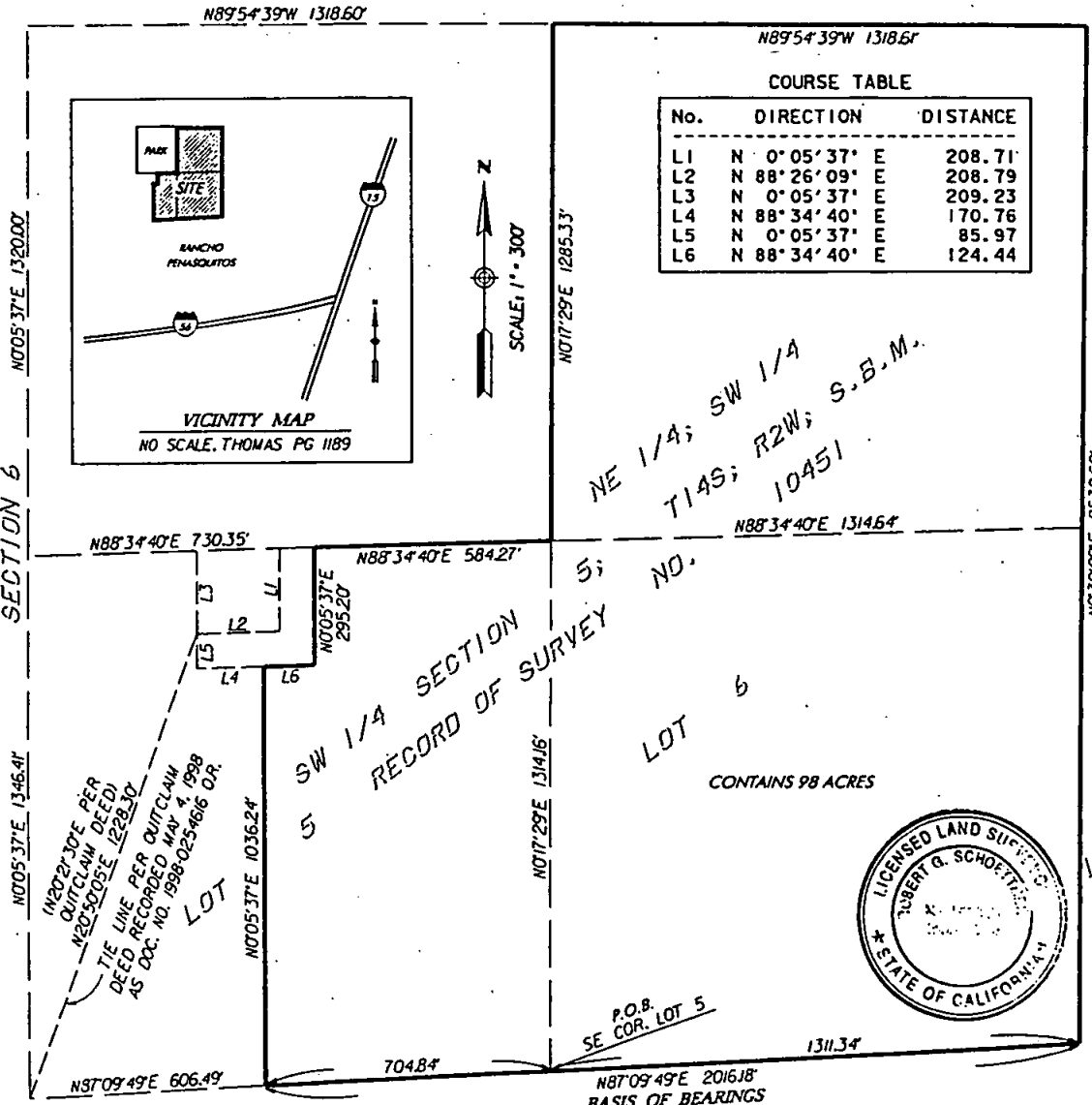
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5 OF T14S, R2W, S.B.M. PER RECORD OF SURVEY 10451, I.E. N87°09'49"E

NW 1/4 SECTION 5

LEGEND

P.O.B. INDICATES POINT OF BEGINNING
 ——— INDICATES BOUNDARY OF MITIGATION PARCEL
 ASSESSOR PARCEL NO.
 312-010-13 & 19



RICK ENGINEERING COMPANY

5620 FRIARS ROAD,
 SAN DIEGO,
 CA. 92110, Ph. (619) 291-0707
 ROBERT G. SCHOETTER, L.S. 4324
 DATE 6-3-99

"SHEA" MITIGATION PARCEL IN THE SOUTHWEST QUARTER, SECTION 5, T14S, R2W, S.B.M.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	W.O. NO.
ORIGINAL					SHEET 1 OF 1 SHEET	980957
					<i>Robert G. Schoetter</i> 6-14-99	1934-6292
					FOR CITY ENGINEER DATE	CCS NAD 83 COORDINATES
						294-1731
						LAMBERT COORDINATES
						19037-B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On June 3, 1999 before me, Susan L. Trimmingham, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Cynthia Roush and Dale Holbrook
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Susan L. Trimmingham
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PROPERTY INFORMATION

1)	Property: , SAN DIEGO CA		
APN:	312-010-13-00	Card#:	Use: VACANT LAND (NEC)
County:	SAN DIEGO, CA	Prop Tax:	Total Value:
MapPg/Grid:	1189-E1	Old Map: 32-A6	Land Value:
Census:	83.46	Tract #:	Imprv Value:
High School:	POWAY UNIF	Tax Area: 08262	Taxable Val:
Comm Coll:		Elem School:	Assd Year:
Subdivision:		Exemptions:	% Improved:
Owner:	CITY OF SAN DIEGO		Phone:
	PUBLIC AGENCY		Owner Vest: / / CO
Mail:			
Owner Transfer =	Rec Dt: 06/15/1999	Price:	Doc#: 419363
	Sale Dt: 06/03/1999		Type: GRANT DEED

SALE & FINANCE INFORMATION

	LAST SALE	PRIOR SALE	
Recording/Sale Date:	12/06/1995	12/27/1974	
Sale Price/Type:	\$1,500,000	FULL	FULL MULTIPLE
Document #:	553101	335039	
Deed Type:	DEED IN LIEU OF	DEED (REG)	
1st Mtg Amt/Type:			
1st Mtg Rt/Type/Trm:	/	/	
1st Mtg Lender:			
2nd Mtg Amt/Type:			
2nd Mtg Rt/Type/Trm:	/	/	
Title Company:	CHICAGO TITLE CO.		
Seller:	CONTINENTAL CALIFORNIA CORPORATION		
New Construction:			
Other Last Sale Info =	# Parcels:	Type 2: MULTIPLE	Pend:

SITE INFORMATION

# Res. Units:	County Use: 862	Acres: 40.00	
# Comm Units:	Zoning: A1-10	Lot Area: 1,742,400	
# Buildings:	Flood Panel:	Lot Width:	
Bldg Class:	Panel Date:	Lot Depth:	
Parking Sqft:	Flood Zone:	Usable Lot:	
Park Spaces:	Sewer Type:		
Garage Cap#:	Water Type:		
Park Type:			
Other Impvs:			
Legal Blk/Bldg:	Site Influence:		
Legal Lot/Unit:	Amenities:		
Legal: NEQ OF SWQ SEC 5-14-2W			

IMPROVEMENTS

Bldg/Liv Area:
Gross Area:
Ground Flr:
Bsmnt Area:
\$/SqFt:
Yrblt/Eff:
Stories:
Rooms:
Bedrooms:
Full/Half Bath:
Ttl Baths/Fixt:
Fireplace:
Pool:
Porch Type:
Patio Type:
Construct:
Foundation:
Ext Wall:
Roof Shape:
Roof Type:
Roof Matl:
Floor Type:
Floor Cover:
Heat Type:
Heat Fuel:
Air Cond:
Quality:
Condition:
Style:
Equipment:

Other Rms:

PROPERTY INFORMATION

3) Property: , SAN DIEGO CA

APN: 312-010-40-00

Card#:

Use:

County: SAN DIEGO, CA

Prop Tax:

Total Value:

MapPg/Grid: Old Map:

Tax Year: Delinq:

Land Value:

Census: 83.46 Tract #:

Tax Area: 08262

Imprv Value:

High School: POWAY UNIF

Elem School:

Taxable Val:

Comm Coll:

Exemptions:

Assd Year:

Subdivision:

% Improved:

Owner: CITY OF SAN DIEGO

Phone:

PUBLIC AGENCY

Owner Vest: / /

Mail:

Owner Transfer = Rec Dt:
Sale Dt:

Price:

Doc#:

Type:

SALE & FINANCE INFORMATION

LAST SALE

PRIOR SALE

Recording/Sale Date:

Sale Price/Type:

Document #:

Deed Type:

1st Mtg Amt/Type:

1st Mtg Rt/Type/Trm: / /

1st Mtg Lender:

2nd Mtg Amt/Type:

2nd Mtg Rt/Type/Trm: / /

Title Company:

Seller:

New Construction:

Other Last Sale Info = # Parcels: Type 2: Pend:

SITE INFORMATION

Res. Units: County Use: Acres: 58.00
Comm Units: Zoning: A1-10 Lot Area: 2,526,480
Buildings: Flood Panel: Lot Width:
Bldg Class: Panel Date: Lot Depth:
Parking Sqft: Flood Zone: Usable Lot:
Park Spaces: Sewer Type:
Garage Cap#: Water Type:
Park Type:
Other Impvs:

Legal Blk/Bldg: Site Influence:

Legal Lot/Unit: 5 Amenities:

Legal: DOC99-419363 IN LOT 5&ALL OF LOT 6 SEC 5-14-2W

IMPROVEMENTS

Bldg/Liv Area:

Gross Area:

Ground Flr:

Bsmnt Area:

\$/SqFt:

Yrblt/Eff:

Stories:

Rooms:

Bedrooms:

Full/Half Bath:

Ttl Baths/Fixt:

Fireplace:

Pool:

Porch Type:

Patio Type:

Construct:

Foundation:

Ext Wall:

Roof Shape:

Roof Type:

Roof Matl:

Floor Type:

Floor Cover:

Heat Type:

Heat Fuel:

Air Cond:

Quality:

Condition:

Style:

Equipment:

Other Rms:

PROPERTY INFORMATION

2) Property: , SAN DIEGO CA

APN: 312-010-39-00

Card#:

Use: VACANT LAND (NEC)

County: SAN DIEGO, CA

Prop Tax:

Total Value:

MapPg/Grid: Old Map:

Tax Year:

Delinq:

Land Value:

Census: 83.46 Tract #:

Tax Area: 08262

Imprv Value:

High School: POWAY UNIF

Elem School:

Taxable Val:

Comm Coll:

Exemptions:

Assd Year:

Subdivision:

% Improved:

Owner: CITY OF SAN DIEGO

Phone:

PUBLIC AGENCY

Owner Vest: / /

Mail:

Owner Transfer = Rec Dt:
Sale Dt:

Price:

Doc#:

Type:

SALE & FINANCE INFORMATION

LAST SALE

PRIOR SALE

Recording/Sale Date:

Sale Price/Type:

Document #:

Deed Type:

1st Mtg Amt/Type:

1st Mtg Rt/Type/Term: /

1st Mtg Lender:

2nd Mtg Amt/Type:

2nd Mtg Rt/Type/Term: /

Title Company:

Seller:

New Construction:

Other Last Sale Info = # Parcels: Type 2: Pend:

SITE INFORMATION

Res. Units: County Use: 862 Acres: 21.77

Comm Units: Zoning: A1-10 Lot Area: 948,301

Buildings: Flood Panel: Lot Width:

Bldg Class: Panel Date: Lot Depth:

Parking Sqft: Flood Zone: Usable Lot:

Park Spaces: Sewer Type:

Garage Cap#: Water Type:

Park Type:

Other Impvs:

Legal Blk/Bldg: Site Influence:

Legal Lot/Unit: 5 Amenities:

Legal: 21.77 AC M/L IN LOT 5 SEC 5-14-2W

IMPROVEMENTS

Bldg/Liv Area:

Gross Area:

Ground Flr:

Bsmnt Area:

\$/SqFt:

Yrblt/Eff:

Stories:

Rooms:

Bedrooms:

Full/Half Bath:

Ttl Baths/Fixt:

Fireplace:

Pool:

Porch Type:

Patio Type:

Construct:

Foundation:

Ext Wall:

Roof Shape:

Roof Type:

Roof Matl:

Floor Type:

Floor Cover:

Heat Type:

Heat Fuel:

Air Cond:

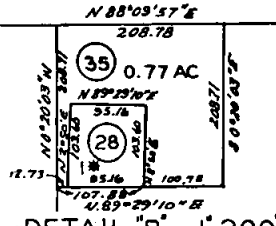
Quality:

Condition:

Style:

Equipment:

Other Rms:



02/10/04 M.O.

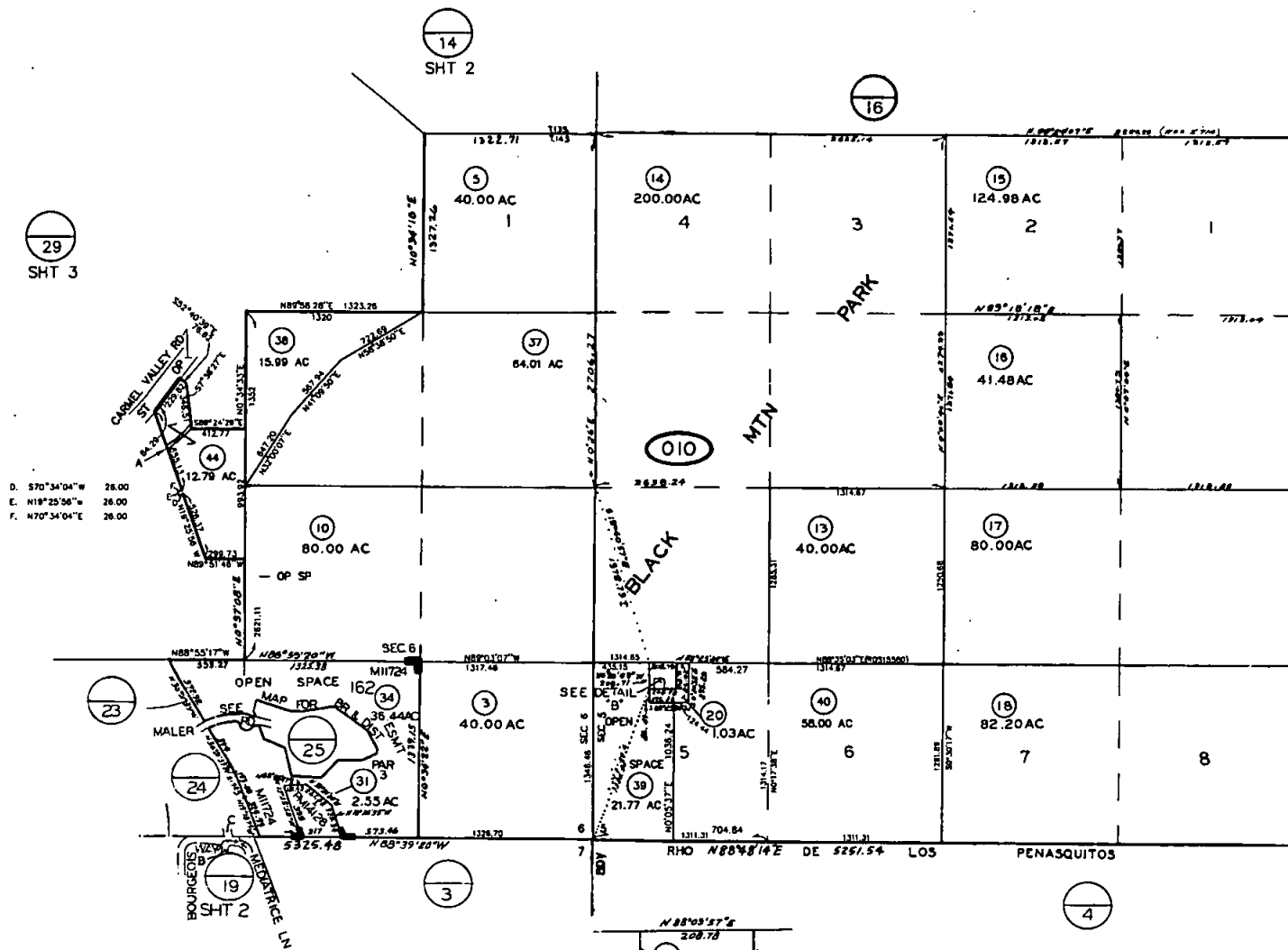
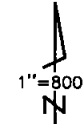
1* PAR 2 SBE MAP 279-37-54

MAP 11724-BLACK MOUNTAIN NORTH UNIT NO.7
SEC 5 - T14S - R2W
SEC 6 - T14S - R2W
~~ROS 5714 84187 8036 9419 1045115580 16387~~

08

312-112

312-01



D. S70°34'04"W 26.00
E. N19°25'56"W 26.00
F. N70°34'04"E 26.00

A - BLACK MOUNTAIN RD (APPROX LOC.)
B - MARIANOPOLIS WAY
C - CORTE LAMPARA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

DETAIL 'B' 1"=200'

02/10/04 M.O.

CHANGES

BLK	OLD	NEW	YR	CUT
010	253	11-18	74	10041
	12	15-20	43	2724
	4	21-22	83	3273
	6	23-24	83	3274
	8	25-26	84	CANC
	74-24	17-18	84	CANC
	11	17-18	86	1968
	22	29-31	86	1981
	27	32-33	86	2529
	21-29	16-19	81	139
	30	34-35	87	355
	32-33	35	87	2482
010	25-25	36	88	5522
	23-25	36	89	1479
	9	37-38	89	1975
	19	39-40	90	1497
	36	41-42	02	1383
	41	43-44	02	128
	42	45-46	03	1383
010	43	45-46	03	1383
010	26	PO 28	04	10101
010	48	PO 28	04	182
010	45	PO 28	04	182
010	48,47	PO 28	04	2157

1" PAR 2 SBE MAP 279-37-54

MAP 11724-BLACK MOUNTAIN NORTH UNIT NO.7
SEC 5 - T14S - R2W
SEC 6 - T14S - R2W
ROS 5714, 8487, 8936, 9419, 10451, 15580, 16387

3-26-73
BLACK MOUNTAIN

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 312 PAGE 01

PROPERTY INFORMATION

5)	Property: , SAN DIEGO CA		
APN:	312-030-03-00	Card#:	Use: VACANT LAND (NEC)
County:	SAN DIEGO, CA	Prop Tax:	Total Value:
MapPg/Grid:	1189-E2 Old Map: 36-A1	Tax Year:	Land Value:
Census:	83.46 Tract #:	Tax Area: 08141	Imprv Value:
High School:	POWAY UNIF	Elem School:	Taxable Val:
Comm Coll:		Exemptions:	Assd Year:
Subdivision:			% Improved:
Owner:	CITY OF SAN DIEGO		Phone:
	PUBLIC AGENCY		Owner Vest: / /
Mail:			
Owner Transfer =	Rec Dt:	Price:	Doc#:
	Sale Dt:		Type:

SALE & FINANCE INFORMATION

	LAST SALE	PRIOR SALE	
Recording/Sale Date:	12/06/1995	12/27/1974	
Sale Price/Type:	\$1,500,000 FULL		FULL MULTIPLE
Document #:	553101	335039	
Deed Type:	DEED IN LIEU OF	DEED (REG)	
1st Mtg Amt/Type:			
1st Mtg Rt/Type/Trm:	/	/	
1st Mtg Lender:			
2nd Mtg Amt/Type:			
2nd Mtg Rt/Type/Trm:	/	/	
Title Company:	CHICAGO TITLE CO.		
Seller:	CONTINENTAL CALIFORNIA CORPORATION		
New Construction:			
Other Last Sale Info =	# Parcels:	Type 2: MULTIPLE	Pend:

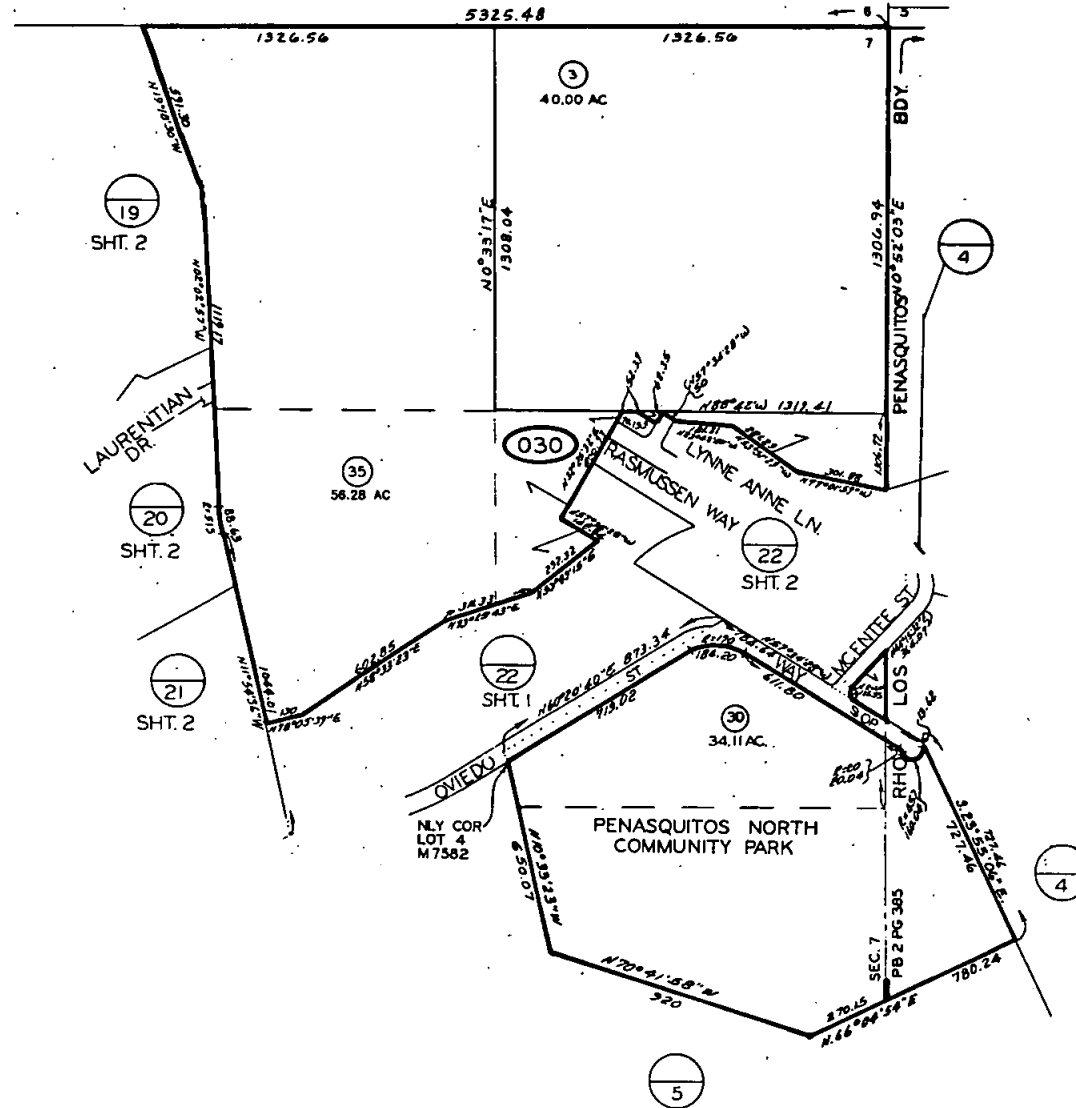
SITE INFORMATION

# Res. Units:	County Use: 862	Acres: 40.00	
# Comm Units:	Zoning: A1-10	Lot Area: 1,742,400	
# Buildings:	Flood Panel:	Lot Width:	
Bldg Class:	Panel Date:	Lot Depth:	
Parking Sqft:	Flood Zone:	Usable Lot:	
Park Spaces:	Sewer Type:		
Garage Cap#:	Water Type:		
Park Type:			
Other Impvs:			
Legal Blk/Bldg:	Site Influence:		
Legal Lot/Unit:	Amenities:		
Legal:	NE 1/4 OF NE 1/4 OF FRACTL SEC 7-14-2W		

IMPROVEMENTS

Bldg/Liv Area:
Gross Area:
Ground Flr:
Bsmnt Area:
\$/SqFt:
Yrblt/Eff:
Stories:
Rooms:
Bedrooms:
Full/Half Bath:
Ttl Baths/Fixt:
Fireplace:
Pool:
Porch Type:
Patio Type:
Construct:
Foundation:
Ext Wall:
Roof Shape:
Roof Type:
Roof Matl:
Floor Type:
Floor Cover:
Heat Type:
Heat Fuel:
Air Cond:
Quality:
Condition:
Style:
Equipment:

Other Rms:



1/8/04 JS

[illegible]

BVB
2-27-73

SAN DIEGO COUNTY
ASSESSORS MAP
BOOK 312, PAGE 03
MAPPED FOR ASSESSMENT PURPOSES ONLY

PB 2-PG 385 -RHO LOS PENASQUITOS -POR
SEC 7-TI4S-R2W -POR.
ROS 6204, 8487, 8936, 15580, 16387

PROPERTY INFORMATION

7)	Property: CARMEL MOUNTAIN RD, SAN DIEGO CA		
APN:	312-040-19-00	Card#:	Use: RESIDENTIAL ACREAGE
County:	SAN DIEGO, CA	Prop Tax:	Total Value:
MapPg/Grid:	Old Map:	Tax Year:	Land Value:
Census:	83.46	Tract #:	Imprv Value:
High School:	POWAY UNIF	Elem School:	Taxable Val:
Comm Coll:		Exemptions:	Assd Year:
Subdivision:	RANCHO LOS PENASQUITOS		% Improved:
Owner:	CITY OF SAN DIEGO		Phone:
	PUBLIC AGENCY		Owner Vest: / /
Mail:			
Owner Transfer =	Rec Dt:	Price:	Doc#:
	Sale Dt:		Type:

SALE & FINANCE INFORMATION

LAST SALE

PRIOR SALE

Recording/Sale Date:			
Sale Price/Type:			
Document #:			
Deed Type:			
1st Mtg Amt/Type:			
1st Mtg Rt/Type/Trm:	/	/	
1st Mtg Lender:			
2nd Mtg Amt/Type:			
2nd Mtg Rt/Type/Trm:	/	/	
Title Company:			
Seller:			
New Construction:			
Other Last Sale Info =	# Parcels:	Type 2:	Pend:

SITE INFORMATION

# Res. Units:	County Use:	110	Acres:	429.29
# Comm Units:	Zoning:	A1-10	Lot Area:	18,699,872
# Buildings:	Flood Panel:		Lot Width:	
Bldg Class:	Panel Date:		Lot Depth:	
Parking Sqft:	Flood Zone:		Usable Lot:	
Park Spaces:	Sewer Type:			
Garage Cap#:	Water Type:			
Park Type:				
Other Impvs:				
Legal Blk/Bldg:	Site Influence:			
Legal Lot/Unit:	Amenities:			
Legal:	460.10 AC M/L IN SEC 8-14-2W			

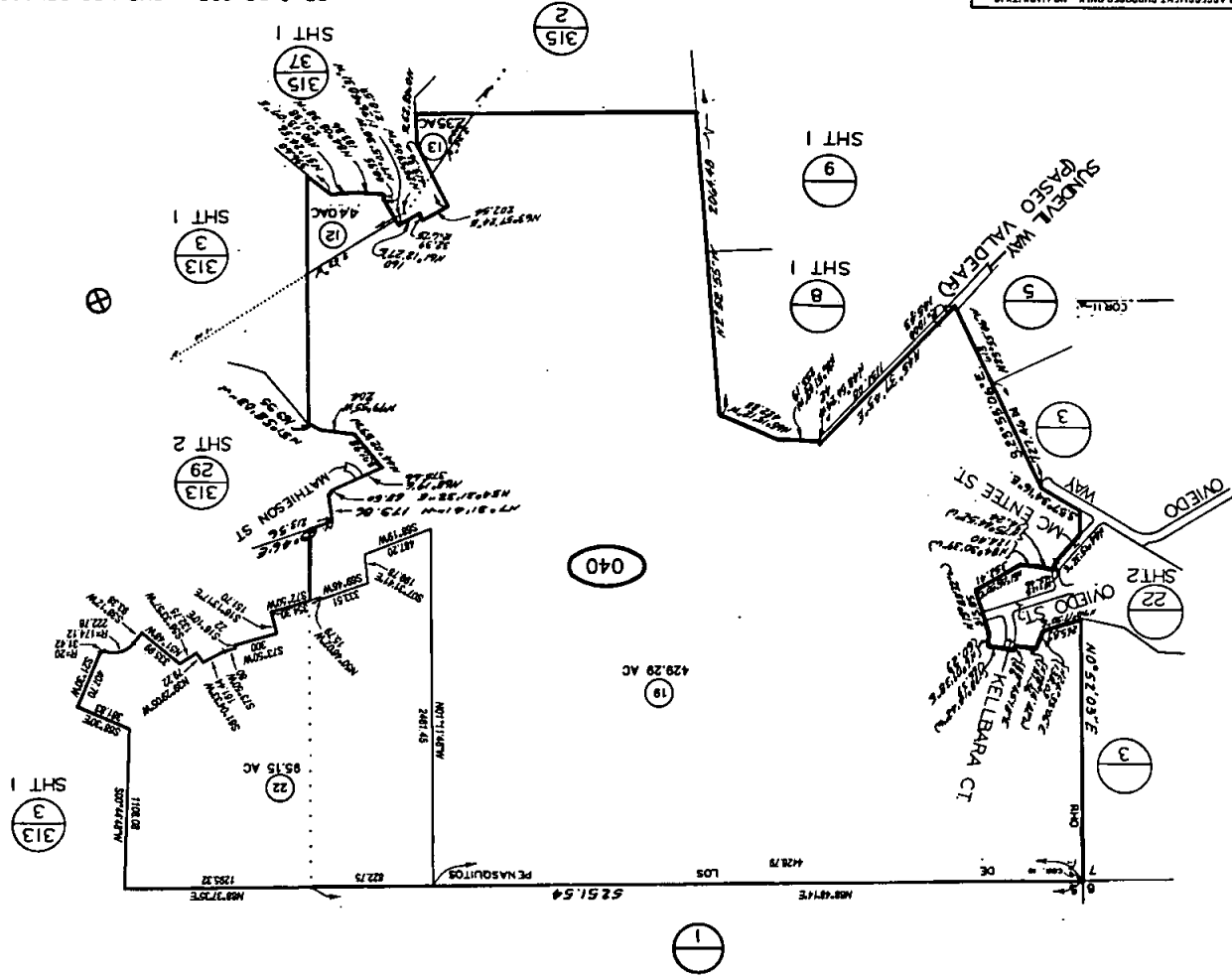
IMPROVEMENTS

Bldg/Liv Area:
Gross Area:
Ground Flr:
Bsmnt Area:
\$/SqFt:
Yrblt/Eff:
Stories:
Rooms:
Bedrooms:
Full/Half Bath:
Ttl Baths/Fixt:
Fireplace:
Pool:
Porch Type:
Patio Type:
Construct:
Foundation:
Ext Wall:
Roof Shape:
Roof Type:
Roof Matl:
Floor Type:
Floor Cover:
Heat Type:
Heat Fuel:
Air Cond:
Quality:
Condition:
Style:
Equipment:

Other Rms:

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 312, PAGE 04

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



PB 2-PG 385 - RHO LOS PENASQUITOS - POR
 (SEC 8 - - 114S-R2W)
 ROS 8487

CHANGES		BLK OLD NEWH CUT	
040	6	75.187	7
		75.187	8
		10.11	9
		10.11	10
		10.11	11
		10.11	12
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		10.11	96
		10.11	97
		10.11	98
		10.11	99
		10.11	100

1/8/04 JS

312-04.

1.800.22

