

DUPLICATE

FIRST AMENDMENT TO PERCENTAGE GROUND LEASE

THIS FIRST AMENDMENT TO PERCENTAGE GROUND LEASE ("First Amendment"), is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as Lessor, and MG STONEWOOD GARDEN APARTMENTS L.P., a California limited partnership ("LESSEE"), as Lessee, to be effective as of the date the Amendment is signed by the parties and approved by the San Diego City Attorney (the "Effective Date"), with reference to the following facts:

RECITALS

- A. CITY owns that certain real property consisting of approximately 8.06 acres of land (the "Property"), as more particularly described in **Exhibit A: Legal Description of Property**, attached hereto. LESSEE owns and operates the improvements located at 3889 Midway Drive, San Diego, California, 92110, commonly known as "Stonewood Garden Apartments" (the "Improvements"), which are sited on the Property. The Property and the Improvements together are known as the "Premises".
- B. CITY currently leases the Property to LESSEE, pursuant to that certain LEASE AGREEMENT ("Current Lease") executed on August 2, 1978, between CITY and Gentry & Coles, a general partnership, on file with the San Diego City Clerk as Document No. RR-763729 for the operation of two hundred fifty three (253) apartment units, including twenty percent (20%) of the units (or 51 units) reserved for low income residential rental units. The Current Lease was amended by the terms of that certain First Amendment to Lease Agreement dated January 18, 1980, and that certain Second Amendment to Lease Agreement dated September 12, 1991. The Current Lease was assigned to MG Stonewood Garden Apartments L.P., a California limited partnership, on August 27, 2003.
- C. At LESSEE's request, CITY and LESSEE entered into a new Ground Lease for the Property, approved by the San Diego City Council on May 17, 2016 by Resolution R-310427 ("Ground Lease"). The Ground Lease has a lease term of forty (40) years starting on the Commencement Date, as defined in the Ground Lease.
- D. CITY and LESSEE now wish to amend the Ground Lease pertaining to the notice and cure provisions applicable to LESSEE's lender.

NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other valuable consideration the sufficiency and receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Subsection 4.4 of Rider 1 attached to the Ground Lease, entitled, "Mortgage of Leasehold," is hereby amended and restated in its entirety, as follows:

Should any event of default under the Lease occur, Lender shall have ninety (90) days after receipt of notice from CITY setting forth the nature of such event of default, and, if the default is such that it cannot be cured within ninety (90) days or possession of the Premises may be reasonably necessary to remedy the default, a reasonable time after the expiration of such ninety (90) day period, within which to remedy such default, provided that (a) Lender shall have fully cured any default in the payment of any monetary obligations of LESSEE under the Lease within such ninety (90) day period and shall continue to pay currently such monetary obligations as and when the same are due, (b) Lender diligently pursues cure of the non-monetary default to completion, and (c) if reasonably necessary to remedy the non-monetary default, Lender shall have acquired LESSEE's leasehold estate created hereby or commenced foreclosure or other appropriate proceedings in the nature thereof within such ninety (90) day period, or prior thereto, and is diligently prosecuting any such proceedings and cure of the non-monetary default to completion.

IN WITNESS WHEREOF, this First Amendment is effective as of the Commencement Date, as defined in the Ground Lease.

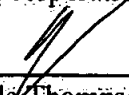
Date: February 6, 2017

MG STONEWOOD GARDEN
APARTMENTS L.P., a California
limited partnership

By: 
Name: Mark Gleberman
Title: President of Gleberman Investments, Inc.,
a California corporation, General Partner

Date: 3/20/17

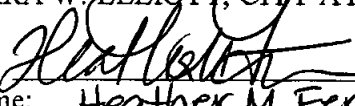
THE CITY OF SAN DIEGO, a California
municipal corporation

By: 
Cybele Thompson
Director, Real Estate Assets Department

Approved as to form:

MARA W. ELLIOTT, CITY ATTORNEY

Date: March 20, 2017

By: 

Name: Heather M. Ferbert

Title: Deputy City Attorney

EXHIBIT A

Legal Description of Premises

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

PARCEL 1:

LOT 47 OF BAY CREST, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5334, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 24, 1964.

EXCEPTING THAT PORTION LYING NORTHERLY OF A LINE WHICH BEARS NORTH 65°57'28" EAST FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT DISTANT ALONG SAID SOUTHWESTERLY LINE NORTH 24°02'32" WEST 91.00 FEET FROM THE SOUTHERLY CORNER OF SAID LOT 47.

PARCEL 2:

THAT PORTION OF PUEBLO LOT 219 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN MAY 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 219; THENCE SOUTH 36°17'20" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF MIDWAY DRIVE (INGRAHAM STREET), SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 36°17'30" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 598.16 FEET TO THE NORTHWESTERLY-SOUTHEASTERLY CENTER LINE OF SAID LOT; THENCE NORTH 53°55'05" WEST ALONG THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE, A DISTANCE OF 660.11 FEET TO THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE OF SAID LOT; THENCE NORTH 36°03'30" EAST ALONG THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE, A DISTANCE OF 327.41 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD; SAID INTERSECTION BEING ALSO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 20°54'02", A RADIUS OF 2180.00 FEET AND THE CENTER OF WHICH SAID CURVE BEARS SOUTH 10°53'42" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, BEING ALSO THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD, A DISTANCE OF 110.36 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 44°08' AND A RADIUS OF 683.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, BEING ALSO THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD, A DISTANCE OF 526.36 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 219, A DISTANCE OF 107.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.00 ACRES, MORE OR LESS.

APN: 441-160-04, 441-370-21 AND 760-102-67

RESOLUTION NUMBER R- 310969DATE OF FINAL PASSAGE MAR 15 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AND DIRECTING THE EXECUTION OF THE FIRST AMENDMENT TO PERCENTAGE GROUND LEASE BETWEEN THE CITY OF SAN DIEGO AND MG STONEWOOD GARDEN APARTMENTS L.P. FOR THE LEASE OF 8.06 ACRES OF CITY-OWNED REAL PROPERTY COMMONLY KNOWN AS STONEWOOD GARDEN APARTMENTS.

WHEREAS, on May 17, 2016, the Council of the City of San Diego authorized that certain Percentage Ground Lease (Lease) between the City of San Diego and Stonewood Garden Apartments L.P., a California limited partnership (Lessee) for the lease of 8.06 acres of City-owned real property, commonly known as Stonewood Garden Apartments. The Lease is on file with the Office of the City Clerk as Document No. RR-310427; and

WHEREAS, Lessee requests, on behalf of its lender, an extension of the time period currently set forth in the Lease during which a lender will have the right to cure a default by the Lessee. The requested extension will revise the allowed time period from 30 days to 90 days; and

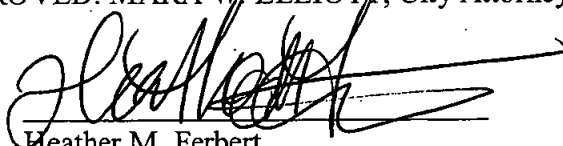
WHEREAS, the City desires to amend the Lease to reflect the new cure time, as more fully set forth in the proposed First Amendment to the Lease; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and directed to execute that certain First Amendment to Percentage

Ground Lease between the City of San Diego and MG Stonewood Garden Apartments, L.P., a California limited partnership, the terms and conditions of which are more fully set forth in Document No. RR- 310369, on file in the Office of the City Clerk.

APPROVED: MARA W. ELLIOTT, City Attorney

By


Heather M. Ferbert
Deputy City Attorney

HMF:nja
02/13/17
Or.Dept: READ
Doc. No.: 1443637

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAR 07 2017.

ELIZABETH S. MALAND
City Clerk

By


Deputy City Clerk

Approved:

3/14/17

(date)


KEVIN L. FAULCONER, Mayor

Vetoed:

(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on MAR 07 2017, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Georgette Gomez	☒	☐	☐	☐

Date of final passage MAR 15 2017

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Ity Brady, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310969

Passed by the Council of The City of San Diego on March 7, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,**
ALVAREZ, & GOMEZ.

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

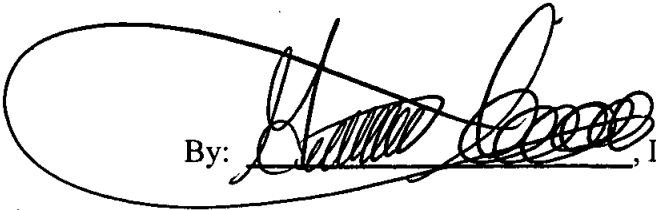
By: **Gil Sanchez**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R-310969**, approved on **March 7, 2017**. The date of final passage is
March 15, 2017.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

GROUND LESSOR'S ESTOPPEL CERTIFICATE

March 16, 2017

KeyBank National Association
c/o KeyBank Real Estate Capital – Servicing Dept.
11501 Outlook Street, Suite #300
Overland Park, Kansas 66211
Mailcode: KS-01-11-0501
Attn: Servicing Manager

Re: Ground leased property located at 3889 Midway Drive, San Diego, California, 92110 and commonly known as “Stonewood Garden Apartments” (the “**Property**”)

Ladies and Gentlemen:

The undersigned, THE CITY OF SAN DIEGO, a California municipal corporation (“**Lessor**”), as lessor under that certain City of San Diego Percentage Ground Lease approved by the San Diego City Council on May 17, 2016, by Resolution R-310427 and as amended by the First Amendment thereto approved by the San Diego City Council on March 7, 2017 by Resolution R-310969 (collectively, the “**Lease**”), between Lessor and MG Stonewood Garden Apartments L.P., a California limited partnership (“**Lessee**”), as lessee, covering the Property, warrants, represents, and certifies to KeyBank National Association, a national banking association (“**KeyBank**”), Fannie Mae (“**Fannie Mae**”), and each subsequent owner of the mortgage loan secured by Lessee’s leaseholder interest in the Property (and together with KeyBank and Fannie Mae, collectively or individually, “**Lender**”), as follows, as of the date of this Ground Lessor’s Estoppel Certificate (this “**Certificate**”):

- (a) The Lease is unmodified and in full force and effect. The documents attached to Exhibit A are true, correct, and complete copies of all documents constituting the Lease.
- (b) No payments of “Minimum Monthly Rent” or “Percentage Rent” (as such terms are defined in the Lease) or any other applicable charges have been made or are currently due under the Lease.
- (c) To the knowledge of Lessor as of the date of this Certificate, there are no existing defaults, or events which through by the passage of time will result in a default, by either Lessor or Lessee,
- (d) The “Commencement Date” (as defined in the Lease) has not yet occurred but will occur as set forth in Section 2.2 of the Lease.
- (e) Lender is entitled to the protection afforded a “Lender” (as defined in the Lease) under Rider 1 to the Lease.

- (f) Lender is permitted to become the lessee under the Lease following a "Foreclosure Action" (as defined in the Lease) pursuant to Rider 1 to the Lease.
- (g) The improvements to the Property in connection with the Loan (as hereinafter defined) as contemplated by the items listed on Exhibit B are approved by Lessor.
- (h) The following terms, conditions, rights, remedies, rentals, or fees related to the "Current Lease" (as defined in the Lease) survive the termination of the Current Lease:

The Lease does not release Lessee from any obligations to Lessor for any breach or violations of the Current Lease with respect to matters or actions arising prior to the Commencement Date (collectively, "Current Lease Violations"). Lessor has no knowledge of any Current Lease Violations as of the date of this Certificate. All rents or fees due from Lessee to Lessor under the Current Lease have been paid as of the date of this Certificate.

Lessor consents to the loan to be made by Lender to Lessee in the amount of up to \$43,680,000 encumbering the Lessee's interest in the Property (the "Loan" and/or "Leasehold Mortgage").

- (i) Lessor acknowledges that Lender's address for notice and other purposes under the Lease (including but not limited to Section 4 of Rider 1) is as follows:

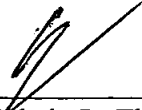
c/o KeyBank Real Estate Capital – Servicing Dept.
11501 Outlook Street, Suite #300
Overland Park, Kansas 66211
Mailcode: KS-01-11-0501
Attn: Servicing Manager
E-mail: Gina_Sullivan@KeyBank.com

- (ii) Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.

Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Lender and its successors and assigns.

Date: 3/16/17

THE CITY OF SAN DIEGO,
a California municipal corporation

By: 
Cybele L. Thompson, Director
Real Estate Assets Department

Approved as to form:

MARA W. ELLIOTT, CITY ATTORNEY

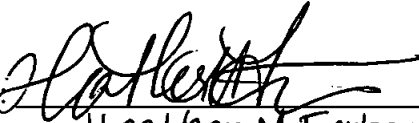
By: 
Name: Heather M. Ferbert
Title: Deputy City Attorney

EXHIBIT A

LEASE

[TO BE ATTACHED]

EXHIBIT B
LIST OF IMPROVEMENTS

Apartment interiors

Building mechanical systems

Building envelope (siding, roofs, paint, patio/balconies, etc.)

Common area, clubhouse, leasing office and tenant amenities

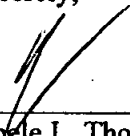
Property site

Construction planning and permitting (legal, architectural, inspection, etc.)

Construction management fee

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

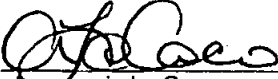
Sincerely,



Cybele L. Thompson, Director
Real Estate Assets Department

ACKNOWLEDGED AND AGREED TO: Escrow Agent hereby confirms receipt of and agreement to the terms and conditions contained in this letter of escrow instructions.

CHICAGO TITLE INSURANCE COMPANY

By: 
Name: Annemarie Lo Coco
Its: Escrow Officer

Date: March 20, 2017

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of San Diego
1200 Third Avenue, MS-51A
San Diego, CA 92101
Attention: Real Estate Assets Dept

MAIL TAX STATEMENTS TO:

MG Stonewood Garden Apartments L.P.
11505 Sorrento Valley Road, Suite 300
San Diego, CA 92121
Attention: Mark Gleiberman

0058656-993-802
SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOC# 2017-0135013



Mar 24, 2017 02:52 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$3,274.20
PCOR: N/A

PAGES: 5

MEMORANDUM OF LEASE

Documentary Transfer Tax = \$3,247.20

This Memorandum of Lease (the "Memorandum") is dated as of March 20, 2017 between City of San Diego, a California municipal corporation ("City"), and MG Stonewood Garden Apartments L.P., a California limited partnership ("Lessee") who agree as follows:

1. City and Lessee were parties to that certain Lease Agreement executed on August 2, 1978, between City and Gentry & Coles, a general partnership, on file with the San Diego City Clerk as Document No. RR 763729. The Lease Agreement was amended by the terms of that certain First Amendment to Lease Agreement dated January 18, 1980, and that certain Second Amendment to Lease Agreement dated September 12, 1991. The Lease Agreement was assigned to MG Stonewood Garden Apartments L.P., a California limited partnership, on August 27, 2003.

2. The parties have entered into a new lease agreement entitled Percentage Ground Lease dated June 7, 2016, as amended by the First Amendment to Percentage Ground Lease dated March 20, 2017 (collectively, the "Lease"). The Commencement Date of the Lease is March 24, 2017. Pursuant to the Lease, City has leased the Property to Lessee and Lessee has accepted tenancy of the Property from City commencing on the Commencement Date (as defined therein) for the term specified therein consisting of forty (40) years from and after the Commencement Date. **See legal description attached*

3. The provisions of the Lease to be performed by Lessee, whether affirmative or negative in nature, are intended to and shall bind Lessee and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.

4. The provisions of the Lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Lessee and its successors and assigns.

5. This Memorandum is prepared for the purpose of recordation only and it in no way modifies any of the provisions of the Lease.

6. Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file in the office of the San Diego City Clerk, 202 C Street, 2nd Floor, San Diego, California 92101, as Document

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of San Diego
1200 Third Avenue, MS-51A
San Diego, CA 92101
Attention: Real Estate Assets Dept

MAIL TAX STATEMENTS TO:

MG Stonewood Garden Apartments L.P.
11505 Sorrento Valley Road, Suite 300
San Diego, CA 92121
Attention: Mark Gleiberman

0058656-993-882

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

Documentary Transfer Tax = \$3,247.20

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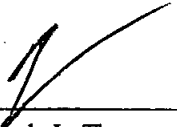
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Number RR-310427 and a true copy of the First Amendment to the Lease is on file in the office of the San Diego City Clerk a Document Number RR- 310969.

IN WITNESS WHEREOF, the City and the Lessee have executed this Memorandum as of the date first set forth above.

CITY

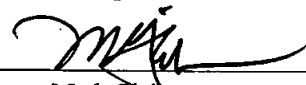
THE CITY OF SAN DIEGO,
a California municipal corporation

By: 
Cybele L. Thompson
Director, Real Estate Assets

LESSEE

MG Stonewood Garden Apartments L.P.,
a California limited partnership

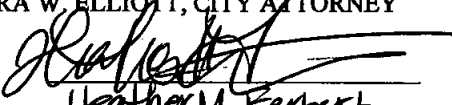
By: Gleiberman Investments, Inc.,
a California corporation, its General Partner

By: 
Name: Mark Gleiberman
Title: President

Approved as to form

This 20th day of March, 2017

MARA W. ELLIOTT, CITY ATTORNEY

By: 
Heather M. Ferbert
Deputy City Attorney

CIVIL CODE §1189

Signature_____

Alexa Dolores Morse

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

STATE OF CALIFORNIA

COUNTY OF

San Diego

SS:

On March 9, 2017 before me, Janel K Spaulding Martinez, Notary Public,
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature:

Janel K Martinez



[Seal]

TO MEMORANDUM OF LEASE

Legal Description of Premises

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

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EXCEPTING THAT PORTION LYING NORTHERLY OF A LINE WHICH BEARS NORTH 65°57'28" EAST FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT DISTANT ALONG SAID SOUTHWESTERLY LINE NORTH 24°02'32" WEST 91.00 FEET FROM THE SOUTHERLY CORNER OF SAID LOT 47.

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THAT PORTION OF PUEBLO LOT 219 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN MAY 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 219; THENCE SOUTH 36°17'20" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF MIDWAY DRIVE (INGRAHAM STREET), SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 36°17'30" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 598.16 FEET TO THE NORTHWESTERLY-SOUTHEASTERLY CENTER LINE OF SAID LOT; THENCE NORTH 53°55'05" WEST ALONG THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE, A DISTANCE OF 660.11 FEET TO THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE OF SAID LOT; THENCE NORTH 36°03'30" EAST ALONG THE NORTHEASTERLY-SOUTHEASTERLY CENTER LINE, A DISTANCE OF 327.41 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD; SAID INTERSECTION BEING ALSO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 20°54'02", A RADIUS OF 2180.00 FEET AND THE CENTER OF WHICH SAID CURVE BEARS SOUTH 10°53'42" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, BEING ALSO THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD, A DISTANCE OF 110.36 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 44°08' AND A RADIUS OF 683.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, BEING ALSO THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD, A DISTANCE OF 526.36 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 219, A DISTANCE OF 107.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.00 ACRES, MORE OR LESS.

APN:

760-102-67