

CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), HODGES GOLF IMPROVEMENT CENTER LLC, a California limited liability company ("HODGES"), and PAK AND PARK, LLC, a California limited liability company ("PAK & PARK"), to be effective as of the date of execution by CITY (the "Effective Date") when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. HODGES, as lessee, and CITY, as lessor, are parties to that certain CITY OF SAN DIEGO PERCENTAGE RATE LEASE by and between CITY and HODGES, and recorded in the Office of the San Diego City Clerk on April 10, 2000, as Document No. RR-292941 (the "Lease"), attached hereto as **EXHIBIT A: Lease**, under which HODGES leases from CITY that certain real property (the "Lease Property") consisting of approximately 17.47 acres commonly known as the "Hodges Golf Center" located at 12675 Sunset Drive in Escondido, California, and more particularly described in the Lease.
- B. The Lease was amended by that certain FIRST AMENDMENT TO CITY OF SAN DIEGO PERCENTAGE RATE LEASE (the "First Amendment") by and between CITY and HODGES, which precedes this Consent.
- C. HODGES and PAK & PARK have entered into that certain BUSINESS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "Purchase Agreement") dated February 1, 2007, for the purchase and sale of, among other things, the leasehold interest in the Lease Property, together with any improvements located thereon.
- D. Pursuant to that certain ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") by and between HODGES and PAK & PARK, which precedes this Consent, HODGES will assign all of its rights and obligations as "LESSEE" under the Lease, and PAK & PARK will assume all of the rights and obligations of "LESSEE" under the lease.
- E. Lease section 4.2 Assignment and Subletting requires HODGES to obtain CITY'S consent to any assignment of the Lease, and expressly requires HODGES to pay additional consideration for the assignment as set forth in Lease section 4.3 Additional Consideration to CITY as a condition precedent to CITY'S consent.
- F. PAK & PARK intend to finance a portion of the purchase price under the Purchase Agreement. To secure such financing, PAK & PARK intend to encumber the Lease, its leasehold estate, and its improvements by a security instrument to assure payment of their promissory note or notes (the "Encumbrance"). Lease section 4.4 Encumbrance requires PAK & PARK, as "LESSEE," to obtain CITY'S prior consent to the Encumbrance.
- G. Under the terms and conditions of this Consent, CITY will consent to the Assignment and the Encumbrance.

IN WITNESS WHEREOF, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subordination. The Purchase Agreement and the Assignment are and shall be subordinate to the Lease. CITY shall not be bound by any term or condition in the Purchase Agreement or Assignment which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Lease. Any conflict between the Lease and the Purchase Agreement or Assignment shall be construed or resolved in favor of the Lease.
2. Additional Consideration to CITY. Notwithstanding any other provision of this Consent to the contrary, CITY'S consent to the Assignment shall not be deemed granted unless and until CITY receives the additional consideration of two percent (2%) of the gross amount paid for the leasehold in connection with an assignment of the Lease, as set forth in Lease section 4.3 Additional Consideration to CITY (the "Additional Consideration").
3. First Amendment. This Consent is expressly conditioned upon the execution and delivery of the First Amendment, which shall precede this Consent.
4. Encumbrance. CITY shall not be bound by any term or condition in the Encumbrance which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Lease. Any conflict between the Lease and the Encumbrance shall be construed or resolved in favor of the Lease. Provided the Encumbrance complies with the Lease, does not conflict in any way with the Lease, and neither diminishes CITY'S rights nor increases CITY'S obligations under the Lease, CITY hereby consents to the Encumbrance; however, CITY'S consent to the Encumbrance shall not be deemed granted unless and until CITY receives the Additional Consideration.
5. Claim by Ahern. If, within six (6) months following the Effective Date, Patrick Ahern (a member of HODGES), has filed a complaint in state court against the CITY and HODGES asserting that CITY provided this Consent in violation of an existing right of first refusal of Mr. Ahern to purchase HODGES' leasehold interest (based on the provisions of the operating agreement of HODGES), then HODGES hereby agrees to and shall defend CITY, its elected officials, officers, representatives, agents and employees, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), at HODGES' sole cost and expense with counsel selected by HODGES (in its sole and absolute discretion), only with respect to such claim.
6. Subsequent Assignment. This Consent shall not constitute consent to any subsequent assignment.
7. CITY'S Consent, Discretion. Whenever required under this Consent, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

8. Notices. Notices shall be given as provided in the Lease. Notices to PAK & PARK shall be addressed to:

PAK AND PARK, LLC
ATTN: Byung Chan Pak
6256 Greenwich Drive, Suite 520
San Diego, CA 92122

9. Waiver. CITY'S failure to insist upon the strict performance of any of HODGES' or PAK & PARK'S obligations under this Consent, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Lease Property is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Consent or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach when discovered.
10. Written Agreement. This Consent contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. No term or condition of this Consent may be changed in any respect except by written agreement between the parties.
11. Partial Invalidity. If any term, covenant, condition, or provision of this Consent is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
12. Governing Law. This Consent shall be governed, construed, and enforced in accordance with the laws of the State of California.
13. Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs. The "prevailing party" shall be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.
14. Assumption. Subject to the terms and conditions of this Consent and the Assignment, PAK & PARK hereby assumes all of the rights and obligations of the "LESSEE" under the Lease.
15. Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the Assignment and PAK & PARK'S assumption of the "LESSEE'S" rights and obligations under the Lease.
16. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the Purchase Agreement, the Assignment, or this Consent. HODGES shall protect, defend, indemnify, and hold CITY harmless from and against any claim by any broker purporting to represent HODGES for any brokerage commission or finder's fee

related to the Purchase Agreement, the Assignment, or this Consent, and from and against any cost or expense, including without limitation attorney fees, incurred by CITY in resisting any claim for any such brokerage commission or finder's fee. PAK & PARK shall protect, defend, indemnify, and hold CITY harmless from and against any claim by any broker purporting to represent PAK & PARK for any brokerage commission or finder's fee related to the Purchase Agreement, the Assignment, or this Consent, and from and against any cost or expense, including without limitation attorney fees, incurred by CITY in resisting any claim for any such brokerage commission or finder's fee. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, either HODGES or PAK & PARK, as applicable, shall pay all of the costs related thereto, including without limitation attorney fees and costs.

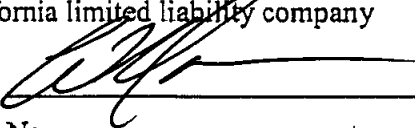
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

17. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: 6/29/07

HODGES GOLF IMPROVEMENT CENTER LLC, a
California limited liability company

BY: 

Name: _____

Title: _____

Date: _____

PAK AND PARK, LLC, a California limited liability
company

BY: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: _____

MICHAEL J. AGUIRRE, City Attorney

BY: _____

Name: _____

Title: _____

17. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: _____

HODGES GOLF IMPROVEMENT CENTER LLC, a
California limited liability company

BY: _____

Name: _____

Title: _____

Date: 6/29/07

PAK AND PARK, LLC, a California limited liability
company

BY: _____

Name: Byung Chan Pak

Title: Manager

Date: _____

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: _____

MICHAEL J. AGUIRRE, City Attorney

BY: _____

Name: _____

Title: _____

17. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: _____

HODGES GOLF IMPROVEMENT CENTER LLC, a
California limited liability company

BY: _____

Name: _____

Title: _____

Date: _____

PAK AND PARK, LLC, a California limited liability
company

BY: _____

Name: _____

Title: _____

Date: 6/27/07

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: David A. Sandoval

Name: **David A. Sandoval, CCIM**

Title: **Deputy Director, Real Estate Asset**

APPROVED AS TO FORM AND LEGALITY:

Date: 6/28/07

MICHAEL J. AGUIRRE, City Attorney

BY: Brock Ladewig

Name: **Brock Ladewig**

Title: **CITY DEPUTY CITY ATTORNEY**

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), is made as of the 21st day of June, 2007, by and between HODGES GOLF IMPROVEMENT CENTER, LLC, a California limited liability company ("Assignor"), and PAK AND PARK, LLC, a California limited liability company ("Assignee"), both of whom may be referred to herein as "Parties."

RECITALS

A. Assignor and Assignee (as assignee of James Junhee Park, an individual) have entered into that certain Business Purchase Agreement and Joint Escrow Instructions, dated February 1, 2007, as amended ("Purchase Agreement"), for the purchase and sale of, among other things, the leasehold interest in that certain parcel of real property, together with any improvements located thereon, commonly known as the Hodges Golf Learning Center, located in the City of San Diego, County of San Diego, State of California. The legal description of the real property is set forth on Exhibit "A" attached hereto ("Leased Premises").

B. This Assignment is being made pursuant to the Purchase Agreement for the purpose of assigning to Assignee all of Assignor's right, title and interest in and to that certain Percentage Rate Lease, dated effective July 1, 2000, by and between the City of San Diego, a municipal corporation ("City"), as the lessor, and Assignor, as the lessee, as amended (the "Lease").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Lease. Effective as of the date hereof, Assignor hereby assigns, transfers, conveys and sets over to Assignee, and Assignee hereby accepts the assignment of, the Lease and all of Assignor's right, title and interest thereunder, which accrue on or subsequent to the date of this Assignment. Notwithstanding the foregoing assignment, Assignee hereby acknowledges and agrees that all express and/or implied indemnifications by City in favor of "LESSEE" under the Lease shall be non-exclusively assigned to Assignee and shall continue to run in favor of, and be enforceable by, Assignor.

2. Assumption of Obligations. Effective as of the date hereof, Assignee hereby assumes and agrees to perform and to be bound by all of the duties, liabilities and obligations of Assignor under the Lease, which accrue on or subsequent to the date of this Assignment.

3. Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, and its managers, members, officers, employees, agents, representatives and affiliates, from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignor of any of the duties, liabilities or obligations of Assignor under or pursuant to the Lease, which duties, liabilities or obligations accrue prior to the date hereof.

4. Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor, and its managers, members, officers, employees, agents, representatives and affiliates, from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignee of any of the duties, liabilities or obligations of Assignee under or pursuant to the Lease, which duties, liabilities or obligations accrue on or subsequent to the date hereof.

5. Proration. Nothing contained in this Assignment shall constitute a waiver of or a limitation on any of the rights and obligations of the Parties pursuant to Section 17 of the Purchase Agreement concerning prorations.

6. Governing Law. This Assignment shall be governed by the laws of the State of California.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

8. Attorneys' Fees. In the event of any legal action between Assignor and Assignee arising out of or in connection with this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs.

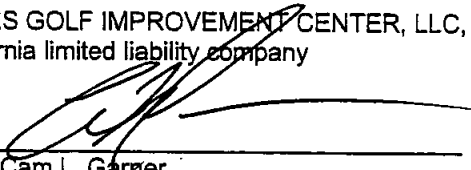
9. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

HODGES GOLF IMPROVEMENT CENTER, LLC,
a California limited liability company

By


Cam L. Garner
Manager

ASSIGNEE:

PAK AND PARK, LLC,
a California limited liability company

By _____
Title _____

6. Governing Law. This Assignment shall be governed by the laws of the State of California.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

8. Attorneys' Fees. In the event of any legal action between Assignor and Assignee arising out of or in connection with this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs.

9. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

HODGES GOLF IMPROVEMENT CENTER, LLC,
a California limited liability company

By

Cam L. Garner
Manager

ASSIGNEE:

PAK AND PARK, LLC,
a California limited liability company

By
Title

[Signature]

Manager

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION OF LEASE

LEGAL DESCRIPTION OF LEASED PREMISES

The Leased Premises referred to is situated in the County of San Diego, State of California, and is described as follows:

[see attached]

EXHIBIT "A"

REVISED LEASE LINE

All that portion of Rancho San Bernardo in the City of San Diego, County of San Diego, State of California, according to Patent Map thereof, recorded in Book 2, Page 462 of Patents, filed August 21, 1883 in the Office of the San Diego County Recorder described as follows:

Beginning at a point on the centerline of Sunset Drive (relocation of CHC Route 3, Division 1) as shown on Record of Survey Map No. 16483 filed in the Office of the Recorder of said County and State February 23, 2000, said point being the Northeasterly terminus of that centerline course shown as Delta = $51^{\circ}46'56''$ R=300.00 feet, L= 271.13 feet; thence continuing along said centerline North $84^{\circ}47'36''$ East 200.81 feet; thence leaving said centerline South $05^{\circ}12'24''$ East 30.00 feet to the TRUE POINT OF BEGINNING; thence North $84^{\circ}47'36''$ East 20.56 feet to the beginning of a non-tangent 230.00 foot radius curve concave Southerly, a radial line to said point bears North $05^{\circ}13'04''$ West; thence Easterly along the arc of said curve through a central angle of $34^{\circ}08'27''$ a distance of 137.05 feet; thence South $61^{\circ}04'37''$ East 88.83 feet to the beginning of a tangent 100.00 foot radius curve concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of $101^{\circ}49'12''$ a distance of 177.71 feet to the beginning of a reverse 25.00 foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve through a central angle of $84^{\circ}12'16''$ a distance of 36.74 feet to the beginning of a reverse 1263.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of $20^{\circ}26'04''$ a distance of 450.45 feet; thence South $11^{\circ}52'48''$ East 72.04 feet; thence South $03^{\circ}34'27''$ West 17.81 feet; thence South $09^{\circ}18'16''$ West 51.51 feet; thence South $13^{\circ}21'21''$ West 103.36 feet; thence South $16^{\circ}08'12''$ West 121.86 feet; thence South $18^{\circ}34'58''$ West 127.53 feet; thence South $37^{\circ}58'02''$ West 37.63 feet; thence South $17^{\circ}15'38''$ West 39.35 feet; thence South $35^{\circ}06'28''$ West 28.39 feet; thence South $32^{\circ}50'29''$ West 32.31 feet; thence South $33^{\circ}35'29''$ West 38.02 feet; thence South $27^{\circ}20'50''$ West 34.56 feet; thence South $03^{\circ}29'17''$ West 12.95 feet; thence South $07^{\circ}14'48''$ West 45.62 feet; thence South $05^{\circ}53'42''$ West 40.50 feet; thence South $15^{\circ}56'24''$ West 10.15 feet; thence South $17^{\circ}50'53''$ West 37.84 feet; thence South $37^{\circ}42'27''$ West 31.33 feet; thence South $03^{\circ}23'32''$ West 19.96 feet; thence South $16^{\circ}50'53''$ West 35.33 feet; thence South $15^{\circ}30'10''$ East 40.05 feet; thence South $22^{\circ}12'56''$ West 19.20 feet; thence South $21^{\circ}08'51''$ West 11.71 feet; thence South $15^{\circ}20'35''$ West 12.95 feet; thence South $13^{\circ}08'33''$ West 12.08 feet; thence South $18^{\circ}08'11''$ West 12.68

feet; thence South 20°27'16" West 9.01 feet; thence South 54°13'59" West 22.35 feet; thence South 00°03'06" East 18.00 feet; thence South 05°48'48" East 19.90 feet; thence South 02°46'30" East 12.62 feet; thence South 15°28'57" West 19.10 feet; thence South 20°01'58" West 11.29 feet; thence South 30°28'28" West 9.94 feet; thence North 75°58'35" West 94.58 feet; thence North 34°29'58" West 29.91 feet; thence North 58°43'59" West 49.32 feet; thence North 77°39'12" West 62.97 feet; thence North 82°16'58" West 58.57 feet; thence South 85°53'26" West 54.06 feet; thence South 84°11'57" West 30.41 feet; thence North 82°00'11" West 65.27 feet; thence North 72°57'25" West 67.23 feet; thence North 73°46'31" West 28.10 feet; thence North 77°20'47" West 32.90 feet; thence North 33°03'17" West 30.67 feet; thence South 43°06'50" West 25.14 feet; thence North 74°00'12" West 126.93 feet; thence North 17°07'49" East 329.87 feet; thence North 06°13'16" East 43.71 feet; thence North 08°19'10" West 66.36 feet; thence North 03°08'11" East 69.06 feet; thence North 20°46'44" East 48.70 feet; thence North 00°24'11" West 45.82 feet; thence North 06°56'43" East 54.56 feet; thence North 05°43'23" East 70.85 feet; thence North 03°22'31" West 47.39 feet; thence North 05°06'05" West 37.71 feet; thence North 04°04'04" East 33.43 feet; thence North 04°54'25" East 29.31 feet; thence North 10°22'53" East 30.97 feet; thence North 28°29'38" East 38.40 feet; thence North 78°35'15" West 4.21 feet to the Point of Beginning.

Containing 17.834 acres.

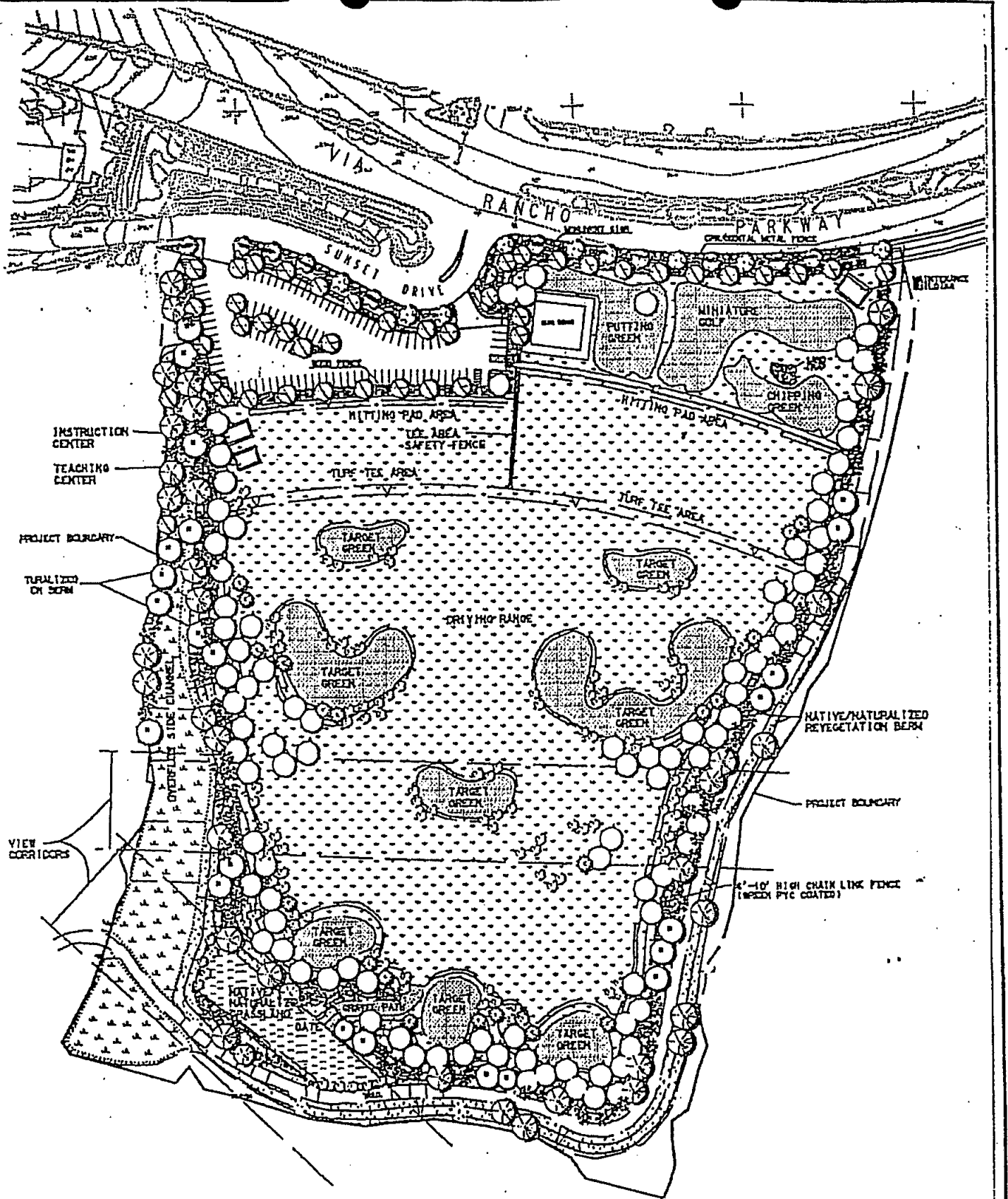
 11-20-2000

Robert G. Schoettmer L.S. 4324



W.O. No. 981136

Dwg. No. 00040-C



LANDSCAPE CONCEPT PLAN • 98-0466
 HODGES GOLF IMPROVEMENT CENTER
 CITY OF SAN DIEGO • DEVELOPMENT SERVICES

Figure
3

EXHIBIT "A"

FLOWAGE EASEMENT

All that portion of Rancho San Bernardo, in the City of San Diego, County of San Diego, State of California, according to Patent Map thereof, recorded in Book 2, Page 462 of Patents, filed August 21, 1883 in the Office of the San Diego County Recorder described as follows:

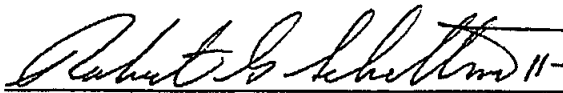
Beginning at a point on the centerline of Sunset Drive (relocation of CHC Route 3, Division 1) as shown on Record of Survey Map No. 16483 filed in the Office of the Recorder of said County and State February 23, 2000, said point being the Northeasterly terminus of that centerline course shown as Delta = $51^{\circ}46'56''$, R = 300.00 feet, L = 271.13 feet; thence continuing along said centerline North $84^{\circ}47'36''$ East 200.81 feet; thence leaving said centerline South $05^{\circ}12'23''$ East 30.00 feet; thence North $84^{\circ}47'36''$ East 20.56 feet to the beginning of a non-tangent 230.00 foot radius curve concave Southerly, a radial line to said point bears North $05^{\circ}13'04''$ West; thence Easterly along the arc of said curve through a central angle of $34^{\circ}08'27''$ a distance of 137.05 feet; thence South $61^{\circ}04'37''$ East 88.83 feet to the beginning of a tangent 100.00 foot radius curve concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of $101^{\circ}49'12''$ a distance of 177.71 feet to a tangent point with a 25.00 foot reverse curve concave Southeasterly; thence Northeasterly along the arc of said curve through a central angle of $84^{\circ}12'16''$ a distance of 36.74 feet to a tangent point with a 1263.00 foot reverse curve concave Northerly as shown on Parcel Map 10929 (as ultimate Right-of-way); thence Easterly along the arc of said curve through a central angle of $20^{\circ}26'04''$ a distance of 450.45 feet to the TRUE POINT OF BEGINNING; thence South $11^{\circ}52'48''$ East 72.04 feet; thence South $03^{\circ}34'27''$ West 17.81 feet; thence South $09^{\circ}18'16''$ West 51.51 feet; thence South $13^{\circ}21'21''$ West 103.36 feet; thence South $16^{\circ}08'12''$ West 121.86 feet; thence South $18^{\circ}34'58''$ West 127.53 feet; thence South $37^{\circ}58'02''$ West 37.63 feet; thence South $17^{\circ}15'38''$ West 39.35 feet; thence South $35^{\circ}06'28''$ West 28.39 feet; thence South $32^{\circ}50'29''$ West 32.31 feet; thence South $33^{\circ}35'29''$ West 38.02 feet; thence South $27^{\circ}20'50''$ West 34.56 feet; thence South $03^{\circ}29'17''$ West 12.95 feet; thence South $07^{\circ}14'48''$ West 45.62 feet; thence South $05^{\circ}53'42''$ West 40.50 feet; thence South $15^{\circ}56'24''$ West 10.15 feet; thence South $17^{\circ}50'53''$ West 37.84 feet; thence South $37^{\circ}42'27''$ West 31.33 feet; thence South $03^{\circ}23'32''$ West 19.96 feet; thence South $16^{\circ}50'53''$ West 35.33 feet; thence South $15^{\circ}30'10''$ East 40.05 feet; thence South $22^{\circ}12'56''$ West 19.20 feet; thence South $21^{\circ}08'51''$ West 11.71 feet; thence South $15^{\circ}20'35''$ West 12.95 feet; thence South $13^{\circ}08'33''$ West 12.08 feet; thence South $18^{\circ}08'11''$ West 12.68 feet; thence South $20^{\circ}27'16''$ West 9.01 feet;

thence South 54°13'59" West 22.35 feet; thence South 00°03'06" East 18.00 feet; thence South 05°48'48" East 19.90 feet; thence South 02°46'30" East 12.62 feet; thence South 15°28'57" West 19.10 feet; thence South 20°01'58" West 11.29 feet; thence South 30°28'28" West 9.94 feet; thence North 75°58'35" West 94.58 feet; thence North 34°29'58" West 29.91 feet; thence North 58°43'59" West 49.32 feet; thence North 77°39'12" West 62.97 feet; thence North 82°16'58" West 58.57 feet; thence South 85°53'26" West 54.06 feet; thence South 84°11'57" West 30.41 feet; thence North 82°00'11" West 65.27 feet; thence North 72°57'25" West 67.23 feet; thence North 73°46'31" West 28.10 feet; thence North 77°20'47" West 32.90 feet; thence North 33°03'17" West 30.67 feet; thence South 43°06'50" West 25.14 feet; thence North 74°00'12" West 126.93 feet; thence North 17°07'49" East 329.87 feet; thence North 06°13'16" East 43.71 feet; thence North 08°19'10" West 66.36 feet; thence North 03°08'11" East 69.06 feet; thence North 20°46'44" East 48.70 feet; thence North 00°24'11" West 45.82 feet; thence North 06°56'43" East 54.56 feet; thence North 05°43'23" East 70.85 feet; thence North 03°22'31" West 47.39 feet; thence North 05°06'05" West 37.71 feet; thence North 04°04'04" East 33.43 feet; thence North 04°54'25" East 29.31 feet; thence North 10°22'53" East 30.97 feet; thence North 28°29'39" East 22.98 feet to the beginning of a non-tangent 122.50 foot radius curve concave Southwesterly, to which a radial line bears North 62°33'15" East; thence Southeasterly along the arc of said curve through a central angle of 10°18'36" a distance of 22.04 feet; thence along a non-tangent line South 11°09'32" East 59.65 feet to the beginning of a non-tangent 55.14 foot radius curve concave Westerly, to which a radial line bears North 78°14'54" East; thence Southerly along the arc of said curve through a central angle of 12°22'49" a distance of 11.91 feet; thence along a non-tangent line South 04°24'47" East 13.35 feet; thence South 06°24'17" East 36.12 feet to the beginning of a non-tangent 481.55 foot radius curve concave Westerly, to which a radial line bears North 82°06'26" East; thence Southerly along the arc of said curve through a central angle of 06°45'04" a distance of 56.74 feet; thence along a non-tangent line South 02°08'59" West 46.71 feet to the beginning of a non-tangent 528.00 foot radius curve concave Westerly, to which a radial line bears North 88°08'57" East; thence Southerly along the arc of said curve through a central angle of 07°03'37" a distance of 65.06 feet; thence along a non-tangent line South 06°08'57" West 42.30 feet; thence South 05°19'26" West 77.46 feet to the beginning of a non-tangent 100.34 foot radius curve concave Easterly, to which a radial line bears North 82°34'02" West; thence Southerly along the arc of said curve through a central angle of 17°23'22" a distance of 30.45 feet; thence along a non-tangent line South 14°20'17" East 29.40 feet; thence South 13°16'48" East 67.15 feet to the beginning of a non-tangent 114.84 foot radius curve concave Westerly, to which a radial line bears North 73°20'06" East; thence Southerly along the arc of said curve through a central angle of 20°55'47" a distance of 41.95 feet; thence along a non-tangent line South 05°48'32" West 85.78 feet; thence South 06°19'42" West 77.92 feet to the beginning of a non-tangent 73.70 foot radius curve concave Northwesterly, to which a radial line bears

South 88°51'25" East; thence Southwesterly along the arc of said curve through a central angle of 22°04'17" a distance of 28.39 feet; thence along a non-tangent line South 20°17'39" West 50.90 feet to the beginning of a non-tangent 15.38 foot radius curve concave Easterly, to which a radial line bears North 66°34'14" West; thence Southerly along the arc of said curve through a central angle of 60°27'00" a distance of 16.23 feet; thence along a non-tangent line South 41°58'52" East 57.33 feet to the beginning of a non-tangent 109.71 foot radius curve concave Northeasterly, to which a radial line bears South 48°17'19" West; thence Southeasterly along the arc of said curve through a central angle of 27°02'05" a distance of 51.77 feet; thence along a non-tangent line South 64°53'05" East 55.34 feet to the beginning of a non-tangent 125.16 foot radius curve concave Northerly, to which a radial line bears South 18°51'28" West; thence Easterly along the arc of said curve through a central angle of 22°18'10" a distance of 48.72 feet to the beginning of a non-tangent 411.32 foot radius curve concave Northerly, a radial line to said point bear South 0°07'11" East; thence Easterly along the arc of said curve through a central angle of 07°12'34" a distance of 51.76 feet; thence along a non-tangent line South 88°35'30" East 42.24 feet; thence South 00°51'11" East 14.00 feet; thence South 83°32'39" East 20.16 feet; thence South 85°47'43" East 24.48 feet to the beginning of a non-tangent 363.00 foot radius curve concave Southwesterly, to which a radial line bears North 06°10'37" East; thence Southeasterly along the arc of said curve through a central angle of 18°14'38" a distance of 115.59 feet; thence along a non-tangent line South 60°16'07" East 15.30 feet to the beginning of a non-tangent 72.00 foot radius curve concave Northerly, to which a radial line bears South 29°08'34" West; thence Easterly along the arc of said curve through a central angle of 72°32'28" a distance of 91.16 feet to the beginning of a compound 99.00 foot radius curve concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 33°21'03" a distance of 57.63 feet; thence North 13°15'02" East 114.99 feet; thence North 13°18'14" East 41.64 feet; thence North 14°39'34" East 64.69 feet; thence North 16°34'59" East 44.54 feet to the beginning of a non-tangent 261.41 foot radius curve concave Southeasterly, to which a radial line bears North 80°21'35" West; thence Northeasterly along the arc of said curve through a central angle of 18°16'03" a distance of 83.35 feet; thence along a non-tangent line North 29°00'45" East 40.54 feet; thence North 30°40'19" East 103.81 feet to the beginning of a non-tangent 155.27 foot radius curve concave Northwesterly, to which a radial line bears South 58°55'21" East; thence Northeasterly along the arc of said curve through a central angle of 09°37'13" a distance of 26.07 feet; thence along a non-tangent line North 59°40'25" West 14.00 feet; thence North 23°25'17" East 48.87 feet; thence North 25°37'29" East 38.79 feet to the beginning of a non-tangent 34.00 foot radius curve concave Northwesterly, to which a radial line bears South 54°59'33" East; thence Northeasterly along the arc of said curve through a central angle of 20°50'11" a distance of 12.37 feet to the beginning of a non-tangent 311.13 foot radius curve concave Northwesterly to which a radial line bears South 69°07'16" East; thence Northeasterly along the arc

of said curve through a central angle of $03^{\circ}56'31''$ a distance of 21.41 feet; thence along a non-tangent line North $12^{\circ}36'59''$ East 34.03 feet; thence North $15^{\circ}00'54''$ East 82.84 feet; thence North $12^{\circ}10'10''$ East 117.93 feet to the beginning of a non-tangent 188.36 foot radius curve concave Westerly, to which a radial line bears South $74^{\circ}07'36''$ East; thence Northerly along the arc of said curve through a central angle of $14^{\circ}22'46''$ a distance of 47.27 feet to the beginning of a non-tangent 580.94 foot radius curve concave Easterly to which a radial line bears North $85^{\circ}30'23''$ West; thence Northerly along the arc of said curve through a central angle of $05^{\circ}31'52''$ a distance of 56.08 feet to the beginning of a non-tangent 123.64 foot radius curve concave Westerly to which a radial line bears South $83^{\circ}23'44''$ East; thence Northerly along the arc of said curve through a central angle of $08^{\circ}40'34''$ a distance of 18.72 feet to a point on the arc of a non-tangent 1263.00 foot radius curve concave Northerly, a radial line to said point bears South $08^{\circ}25'26''$ East; thence Easterly along said curve through a central angle of $00^{\circ}42'11''$ an arc distance of 15.50 feet to the TRUE POINT OF BEGINNING.

Containing 3.005 acres.

 11-20-2000

Robert G. Schoettmer L.S. 4324



W.O. No. 981136
Dwg. No. 00040-C

LEGEND

FLOWAGE EASEMENT SET ASIDE 
INDICATES RADIAL BEARING (R)

ASSESSORS PARCEL NO.

272-131-08

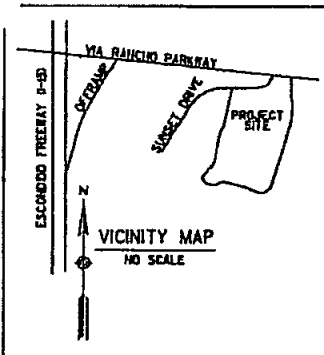
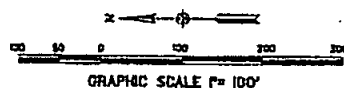
REFERENCE DRAWING

RECORD OF SURVEY 18483
DOC. NO. 1503-0361429
(EX. LEASE AGREEMENT)

T.P.O.B. OF FLOWAGE
EASEMENT

NOTE

AREA WITHIN PROPOSED LEASE LINE = 17.834 ACRES
AREA WITHIN FLOWAGE EASEMENT = 3.001 ACRES



AREA RELINQUISHED TO
THE CITY OF SAN DIEGO
OCT 27, 1969 AS DOC.
197324, O.R.

DETAIL

POB
END OF 300' RADIUS CURVE
ON CENTERLINE OF SUNSET
DRIVE (RELOCATION OF CHC
ROUTE 3 DIV. 11 AS SHOWN
ON RECORD OF SURVEY 18483



RICK ENGINEERING COMPANY

1000 Third Street
San Diego, California 92101-2000

DATE: 11-20-2000

11/18/2000



ROBERT G. SCHOETTMEYER LS 4324

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
1	Δ 34° 08' 27"	230.00'	137.05'
2	Δ 101° 49' 12"	100.00'	177.71'
3	Δ 84° 12' 16"	25.00'	36.74'
4	Δ 20° 26' 04"	1263.00'	450.45'
5	Δ 10° 18' 36"	122.50'	22.04'
6	Δ 12° 22' 49"	55.14'	11.81'
7	Δ 6° 45' 04"	481.55'	56.74'
8	Δ 7° 03' 37"	528.00'	65.06'
9	Δ 17° 23' 22"	100.34'	30.45'
10	Δ 20° 55' 47"	114.84'	41.95'
11	Δ 22° 04' 17"	73.70'	28.38'
12	Δ 60° 27' 00"	15.38'	16.23'
13	Δ 27° 02' 05"	109.71'	51.77'
14	Δ 22° 18' 10"	125.16'	48.72'
15	Δ 7° 12' 34"	411.32'	51.76'
16	Δ 18° 14' 30"	363.00'	115.59'
17	Δ 72° 32' 28"	72.00'	91.16'
18	Δ 33° 21' 03"	99.00'	57.63'
19	Δ 18° 16' 03"	261.41'	83.35'
20	Δ 9° 37' 13"	155.27'	26.07'
21	Δ 20° 50' 11"	34.00'	12.37'
22	Δ 3° 56' 31"	311.13'	21.41'
23	Δ 14° 22' 46"	188.36'	47.27'
24	Δ 5° 31' 52"	580.94'	56.08'
25	Δ 8° 40' 34"	123.64'	18.72'

COURSE TABLE		
NO.	BEARING	LENGTH
1	N00° 03' 06" W	18.00'
2	N05° 48' 48" W	19.90'
3	N02° 46' 30" W	12.62'
4	N15° 28' 57" E	19.10'
5	N20° 01' 58" E	11.29'
6	N10° 20' 20" E	9.94'
7	N04° 24' 47" W	13.35'
8	N06° 08' 57" E	42.30'
9	N00° 51' 11" W	14.00'
10	N60° 16' 07" W	15.30'
11	N59° 40' 25" W	14.00'

PRIVATE CONTRACT J-13475E				
FLOWAGE EASEMENT - IN A PORTION OF RANCHO SAN BERNARDO BOOK 2 PAGE 462 PATENTS FOR HODGES GOLF IMPROVEMENT CENTER				
CITY OF SAN DIEGO, CALIFORNIA				REL. NO. 98836
 DATE: 11/14/01				
EXEMPTION	BY	APPROVED	DATE	PLUMB
ORIGINAL	FILE	DL		
1988-630 655.87 328-1781 LAURENT COORDINATES				00040-C