

9666 DOC # 2003-1487568

DEC 18, 2003 11:28 AM

RECORDING REQUESTED BY:
First American Title Company / Order No. NCS-59962(ss)
National Commercial Services Division

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 53.00

DC: 00

WAYS: 2

TAX: N.D.

After recording, return to:

CHH Torrey Pines Hotel Partners, LP, a
Delaware limited partnership
c/o CNL Hospitality Corp.,
CNL Center at City Commons
450 South Orange Avenue, 12th Floor
Orlando, Florida 32801



2003-1487568

(space above this line for Recorder's use only)

760-18-60

**Assignment and Assumption of Percentage Lease and
Deed To Improvements**

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NO
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space Above For Recorder's Use)

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Assignment and Assumption of Percentage Lease and Deed to Improvements.

**ASSIGNMENT AND ASSUMPTION OF PERCENTAGE LEASE
AND
DEED TO IMPROVEMENTS**

This Assignment and Assumption of Percentage Lease ("**Assignment**") is entered into and made effective as of the 17 day of December, 2003, by and between HILTON HOTELS CORPORATION, a Delaware corporation, ("**Assignor**") and CHH TORREY PINES HOTEL PARTNERS, LP, a Delaware limited partnership ("**Assignee**") with reference to the following facts and intentions:

R E C I T A L S:

A. TORREY PINES HOTEL ASSOCIATES, a California general partnership, ("**Original Lessee**"), as Lessee, and the City of San Diego, a municipal corporation (the "**City**"), as Lessor, entered into that certain Percentage Lease dated August 10, 1987, a memorandum of which was recorded January 10, 1989 as Instrument No. 89-013605 in the Official Records of San Diego County, California (the "**Lease**"), which Lease covers and pertains to the real property more particularly described in Exhibit A attached hereto and made a part hereof (said real property being referred to herein as the "**Land**").

B. Original Lessee, as assignor, and HILTON HOTELS CORPORATION, a Delaware corporation, as assignee, entered into that certain Assignment and Assumption of Percentage Lease and Deed to Improvements made effective as of the 29th day of December, 1998 (the "**Initial Assignment**"), pursuant to which Original Lessee (i) assigned all its right, title

and interest in and to the Lease to Assignor and (ii) conveyed all its right, title and interest in and to the Land and the Improvements (defined below) to Assignor.

C. Assignor and Assignee are parties to that certain Venture Contribution and Sale Agreement dated as of December ~~15~~ 2003 (the "Sale Agreement"). Pursuant to the terms and subject to the conditions set forth in the Sale Agreement and this Assignment, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest under the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Lease, except for and reserving to Assignor (a) the rights and benefits accruing to the Lessee under the Lease arising prior to the date (the "Closing Date") of delivery of this Assignment to Assignee (including, without limitation, the right to obtain a refund of any overpayment of rent under the Lease allocable to the period prior to the Closing Date), and (2) the obligations of the Lessee under the Lease to be performed prior to the Closing Date (including, without limitation, the obligation to pay any underpayment of rent owed under the Lease allocable to the period prior to the Closing Date).

2. Assignee hereby accepts such assignment from Assignor, and hereby assumes and agrees to perform all of the obligations of the Lessee under the Lease first arising, occurring or becoming due for performance on or after the Closing Date.

3. Assignor hereby grants, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all improvements constituting real property located on, in or under the Land, subject to the following:

(a) All liens, encumbrances, easements, covenants, conditions and other matters of record, including, without limitation, any matters shown on any subdivision or parcel map affecting the Land;

(b) All exceptions appearing in any policy of title insurance issued in favor of Assignee covering any portion of the Land or said improvements;

(c) A lien for taxes for real property and personal property, and any general or special assessments against the Land or all or any other portion of said improvements, not yet delinquent; and

(d) Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the ownership, use, occupancy or enjoyment of all or any portion of the Land or said improvements.

4. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns, and protect Assignee's or

Assignee's successors, nominees and assigns right, title and interest in and to the Lease and the rights of Assignor intended to be transferred and assigned hereby, or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights in and to the Lease.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

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

7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of their respective parties hereto.

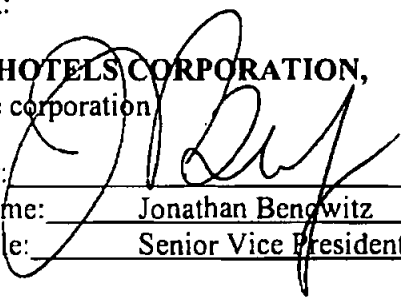
8. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

9. This Assignment is in accordance with that certain Consent and Estoppel Certificate attached hereto as Exhibit B ("City Consent").

IN WITNESS WHEREOF, this Assignment has been executed and delivered as the date and year first above written.

ASSIGNOR:

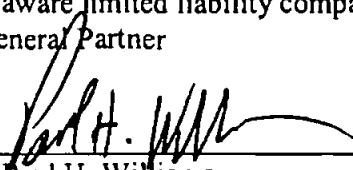
HILTON HOTELS CORPORATION,
a Delaware corporation

By: 
Name: Jonathan Bengowitz
Title: Senior Vice President

ASSIGNEE:

CHH TORREY PINES HOTEL PARTNERS, LP,
a Delaware limited partnership

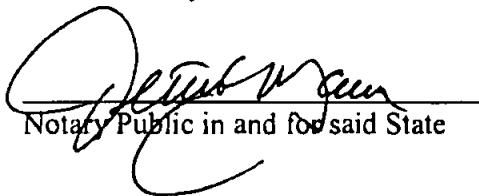
By: CHH Torrey Pines Hotel GP, LLC,
a Delaware limited liability company,
its General Partner

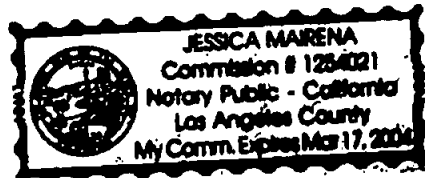
By: 
Name: Paul H. Williams
Title: Senior Vice President

STATE OF CALIFORNIA)
)
 COUNTY OF Los Angeles) ss.

On December 12, 2003, before me, Jessica Mairena, a Notary Public in and for said state, personally appeared Jonathon Benowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


 Notary Public in and for said State



[seal]

New York
 STATE OF ~~CALIFORNIA~~)
) ss.
 COUNTY OF New York)

On December 1st, 2003, before me, SONJA M. OPEN, a Notary Public
 in and for said state, personally appeared PAUL H. WILLIAMS, personally
 known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
 subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her
 authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf
 of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sonja M. Open
 Notary Public ~~for the State of California~~
 NOTARY PUBLIC, State of New York
 No. 01J04894469
 Qualified in Queens County
 Certified in New York County
 Commission Expires May 18, 2004

[seal]

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

All those portions of Pueblo Lots 1325, 1326, 1330 and 1331 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 1870, a copy of which Map was filed in the Office of the County Recorder of San Diego County, November 14, 1921 as Miscellaneous Map 36, more particularly described as follows:

Beginning at the Northeast corner of Pueblo Lot 1325, which is the common corner of Pueblo Lots 1325, 1326, 1330 and 1331; thence along the common line of Pueblo Lots 1325 and 1331 North 89°05'90" West, 255.74 feet; thence leaving said common line North 2°48'32" West 285.07 feet; thence North 7°31'23" West, 399.47 feet; thence North 6°28'50" West, 134.23 feet to a point that bears South 82°32'25" West 42.90 feet from the Southwest corner of the property described in that certain lease agreement executed October 2, 1961, filed in the Office of the County Clerk of the City of San Diego as File No. 629873 of Official Records, the boundaries of which are set out on City Engineer's Drawing 13929-CL on file in the Office of the County Engineer of the City of San Diego; thence North 82°32'25" East 42.90 feet to said Southwest corner; thence continuing along the South line of said property described in said Lease Agreement North 82°32'25" East to the Southeast corner of last said property; said point also being a point in the Westerly right of way line of Torrey Pines Road, as dedicated by City of San Diego Ordinance 7634 dated March 24, 1919; thence along said Westerly right of way line South 9°28'56" East 842.58 feet to Point "A"; thence South 80°31'04" West 368.36 feet to the Point of Beginning.

The above described land is now commonly known as:

Lot 1 of Sheraton Hotel at Torrey Pines Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12164, filed in the Office of the County Recorder of San Diego County, August 12, 1988.

9674

**Exhibit B
City Consent**

GROUND LESSOR'S CONSENT AND ESTOPPEL CERTIFICATE

WHEREAS, THE CITY OF SAN DIEGO (hereinafter "**Landlord**"), has leased certain lands described on Exhibit A attached hereto (hereinafter the "**Premises**") to Hilton Hotels Corporation ("**Tenant**") pursuant to that certain Percentage Lease between the Landlord and Torrey Pines Hotel Associates ("**Original Tenant**") dated August 10, 1987, a memorandum of which was recorded on January 10, 1989 as Instrument No. 89-013605 in the Office Records of San Diego County, California (together, the "**Lease**"), as assigned by Original Tenant to Tenant pursuant to that certain Assignment and Assumption of Percentage Lease and Deed to Improvements dated December 29, 1998 and recorded on December 29, 1998, as Instrument No. 1998-0853813 in the Office Records of San Diego County, California (the "**Lease Assignment**") (the Lease and Lease Assignment and the documents listed on Exhibit B attached hereto being collectively hereinafter referred to as the "**Lease**") (all capitalized words and phrases not otherwise defined in this Certificate shall have the meanings given them in the Lease);

WHEREAS, Tenant has caused the Premises to be improved with certain buildings and other improvements (collectively, the "**Improvements**") comprising the hotel, restaurant, and related facilities commonly known as the Hilton La Jolla Torrey Pines (the Improvements and the Premises are collectively referred to herein as the "**Property**");

WHEREAS, CNL Hospitality Properties, Inc. or its affiliated assigns ("**CNL**"), and Tenant or its affiliated assigns ("**Hilton**") intend to enter into a Limited Partnership Agreement to govern CHH Torrey Pines Hotel Partners, LP (the "**JV**") - (a partnership to enable Hilton and CNL to jointly own and operate the Property) providing for, among other things, the purchase by the JV and the sale by Tenant of Tenant's interest in the Property (including, without limitation, the leasehold estate in the Premises demised thereunder);

WHEREAS, simultaneously with the purchase of the Property by the JV (i) the JV will enter into an operating lease (the "**Operating Lease**") with an affiliate of the JV (the "**Operating Tenant**") pursuant to which the JV shall sub-lease the Property to the Operating Tenant for purposes of operating the Improvements, and (ii) the JV will enter into a management agreement with Hilton pursuant to which Hilton will provide management services with respect to the operation of the Property. The terms of the management agreement shall run concurrently with the term of the Lease; and (iii) the JV may obtain a loan from CIGNA Investments, Inc. or its affiliates ("**CIGNA**") to finance its acquisition of the Property; and

WHEREAS, the JV is unwilling to purchase the Property unless Landlord affirms the following for the JV's benefit, and Landlord understands that the JV has required this certificate from Landlord as an inducement for the JV to purchase the Tenant's interest in the Property.

WHEREAS, CIGNA is unwilling to finance the JV's acquisition of the Property unless Landlord affirms the following for CIGNA's benefit, and Landlord understands that CIGNA has required this Certificate as an inducement to make any loan to the JV for the purpose of financing the JV's acquisition of the Property.

NOW, THEREFORE, Landlord hereby certifies to the JV, Tenant and CIGNA as follows:

1. Landlord approves and consents to (i) the JV taking an assignment of all of the Tenant's interest in the Lease, (ii) the JV entering into the Operating Lease with the Operating Tenant. Subject only to the JV assuming all of the Tenant's obligations under the Lease first arising on or after the effective date of the assignment of Tenant's interest in the Lease to the JV, upon the effectiveness of such assignment, the JV shall succeed to all of the rights and benefits of the Lessee under the Lease, and pursuant to Section 4.8 of the Lease, Landlord hereby releases Tenant from any and all obligations and liability under the Lease arising on or after the effective date of said assignment.

2. Landlord hereby certifies as follows:

(a) To the best of Landlord's knowledge, the Lease is in full force and effect in accordance with its terms. Except as provided herein, Landlord has not assigned, supplemented, modified or otherwise amended the Lease. To Landlord's knowledge, Tenant has not assigned or otherwise transferred Tenant's interest in the Lease, except as security for a loan. Except as set forth in Exhibit B attached hereto, there does not exist any other agreements (including subordination, non-disturbance and attornments) concerning the Property, whether oral or written, between Landlord and Tenant.

(b) To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease has been performed, including specifically as set forth below:

(i) The Tenant and the Property are in compliance with the General Development Plan.

(ii) Tenant has paid all costs and made all reimbursements, if any, required to be paid to date by the Tenant under the Lease and/or any other agreement with the Landlord relating to the development of the Property.

(c) To the best of Landlord's knowledge, there are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.

(d) Minimum rent and percentage rent due under the Lease have been paid in full through October 2003, subject to future City audit as permitted in the Lease.

(e) The term commencement date of the Lease was July 1, 1988 and the initial term of the Lease shall expire on June 30, 2043. Nothing herein shall be construed as extending the term of the Lease beyond the current expiration date.

(f) The lease with Wansa Enterprises, Inc. ("Wansa") referenced in Section 1.1(a) of the Lease has been terminated, any and all monies to be paid to Wansa in connection with the termination of said lease have been paid to Wansa and Wansa has no right, title or interest in and to the Property.

(g) During the term of the Lease, Hilton has provided "competent management" as the same is defined in Section 1.7 of the Lease.

(h) CIGNA is an "Institutional Lender" as defined in Section 4.3 of the Lease. Furthermore, upon (i) the funding of the acquisition loan from CIGNA to the JV, (ii) the recording of the leasehold deed of trust (the "Leasehold DOT") in the form attached hereto as Exhibit C and (iii) delivery to Landlord of a signed copy of such Leasehold DOT, together with written notice to Landlord specifying the name and address of CIGNA and the pertinent recording information with respect to the Leasehold DOT, then CIGNA will be a "Leasehold Beneficiary" (as defined in the Lease) without any further action of CIGNA or Landlord."

3. Without limitation on the foregoing, upon JV's acquisition of Tenant's interest under the Lease and JV's assumption of the obligations of the Lessee first arising on or after such assignment, all of the leasehold mortgage protection provisions contained in the Lease, including but not limited to Sections 4.2 and 4.4 of the Lease, and all other provisions inuring to the benefit of a Leasehold Beneficiary, shall continue in full force and effect and are hereby confirmed by Landlord for the benefit of the JV and any Leasehold Beneficiary, including, without limitation, CIGNA, that provides financing of the Property.

4. Landlord hereby confirms that the leasehold estate in the Premises or any deed of trust or mortgage held by a Leasehold Beneficiary, including, without limitation, the Leasehold Deed of Trust, which encumbers the leasehold estate under the Lease shall not be subject or subordinate to any mortgage encumbering the fee estate to the Premises.

This Certificate and the representations made herein shall inure, to the benefit of Tenant, JV and any Leasehold Beneficiary of the JV, including, without limitation, CIGNA, and their respective successors and assigns, and shall be binding on the Landlord and its legal representatives, its successors and assigns.

Date Dec. 11, 2003

CITY OF SAN DIEGO

By Carol A. Chiodo

Name Carol A. Chiodo

Title Deputy Director,
Real Estate Assets

APPROVED as to form and legality this 11th day of December, 2003

CASEY GWINN, CITY ATTORNEY

By [Signature]

Deputy City Attorney

EXHIBIT "A"

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All those portions of Pueblo Lots 1325, 1326, 1330 and 1331 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 1870, a copy of which Map was filed in the Office of the County Recorder of San Diego County, November 14, 1921 as Miscellaneous Map 36, more particularly described as follows:

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The above described land is now commonly known as:

Lot 1 of Sheraton Hotel at Torrey Pines Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12164, filed in the Office of the County Recorder of San Diego County, August 12, 1988.

Assessor's Parcel Number: 760-103-60

EXHIBIT "B"
ADDITIONAL RELATED AGREEMENTS

Agreement on Percentage Rental Rate for Mandatory Banquet Service Charges, filed in the Office of the City Clerk on December 1, 1993 as Document C-05187.

First Amendment to Lease Agreement, City Clerk Document No. RR-296617, filed May 21, 2002.

Torrey Pines Golf Course Agreement on Reserved Nonresident Tee Times last executed on September 27, 2002.

RECORDING REQUESTED BY
First American Title
C & I Department

1173627-20

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Hilton Hotels Corporation
9336 Civic Center Drive
Beverly Hills, California 90210

Attention: K. Allen Anderson, Esq.

MAIL TAX STATEMENTS TO:

Hilton Hotels Corporation
9336 Civic Center Drive
Beverly Hills, California 90210

Attention: Tax Department

760-103-60

DOC # 1998-0853813

Dec 29, 1998 8:44 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 74.00

OC: AFNF

WAYS: 2

TAX: N.D.



1998-0853813

(Space Above For Recorder's Use)

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Assignment and Assumption of Percentage Lease and Deed to Improvements.

**ASSIGNMENT AND ASSUMPTION OF PERCENTAGE LEASE
AND
DEED TO IMPROVEMENTS**

This Assignment and Assumption of Percentage Lease ("Assignment") is entered into and made effective as of the 29th day of December, 1998, by and between TORREY PINES HOTEL ASSOCIATES, a California general partnership, who acquired title as Torrey Pines Hotel Association, a California general partnership ("Assignor") and HILTON HOTELS CORPORATION, a Delaware corporation ("Assignee") with reference to the following facts and intentions:

RECITALS:

A. Assignor, as Lessee, and the City of San Diego, a municipal corporation (the "City"), as Lessor, entered into that certain Percentage Lease dated August 10, 1987, a memorandum of which was recorded January 10, 1989 as Instrument No. 89-013605 in the Official Records of San Diego County, California (the "Lease"), which Lease covers and pertains

to the real property more particularly described in Exhibit A attached hereto and made a part hereof (said real property being referred to herein as the "Land").

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of December 11, 1998 (the "Initial Agreement"), which Initial Agreement has been amended by that certain Amendment of Purchase and Sale Agreement and Joint Escrow Instructions dated as of December 28, 1998 (the "Amendment"), also between Assignor and Assignee (the Initial Agreement, as amended by the Amendment, being referred to herein as the "Agreement"). Pursuant to the terms and subject to the conditions set forth in the Agreement and this Assignment, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest under the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Lease, except for and reserving to Assignor (a) the rights and benefits accruing to the Lessee under the Lease arising prior to the date (the "Closing Date") of delivery of this Assignment to Assignee (including, without limitation, the right to obtain a refund of any overpayment of rent under the Lease allocable to the period prior to the Closing Date), and (2) the obligations of the Lessee under the Lease to be performed prior to the Closing Date (including, without limitation, the obligation to pay any underpayment of rent owed under the Lease allocable to the period prior to the Closing Date).

2. Assignee hereby accepts such assignment from Assignor, and hereby assumes and agrees to perform all of the obligations of the Lessee under the Lease first arising, occurring or becoming due for performance on or after the Closing Date.

3. Assignor hereby grants to Assignee all of Assignor's right, title and interest in and to all improvements constituting real property located on, in or under the Land, subject to the following:

(a) All liens, encumbrances, easements, covenants, conditions and other matters of record, including, without limitation, any matters shown on any subdivision or parcel map affecting the Land;

(b) All exceptions appearing in any policy of title insurance issued in favor of Assignee covering any portion of the Land or said improvements;

(c) A lien for taxes for real property and personal property, and any general or special assessments against the Land or all or any other portion of said improvements, not yet delinquent; and

(d) Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the ownership, use, occupancy or enjoyment of all or any portion of the Land or said improvements.

4. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns, and protect Assignee's or Assignee's successors, nominees and assigns right, title and interest in and to the Lease and the rights of Assignor intended to be transferred and assigned hereby, or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights in and to the Lease.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

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

7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of their respective parties hereto.

8. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

9. This Assignment is in accordance with that certain Consent and Estoppel Certificate attached hereto as Exhibit B ("City Consent").

IN WITNESS WHEREOF, this Assignment has been executed and delivered as the date and year first above written.

"ASSIGNOR"

TORREY PINES HOTEL ASSOCIATES,
a California general partnership

By: TAISEI AMERICA CORPORATION,
a Delaware corporation
Its Managing Partner

By: Ryoji Takada
Name: Ryoji Takada
Title: president

"ASSIGNEE"

HILTON HOTELS CORPORATION,
a Delaware corporation

By: Ted M. O'Brien
Name: Ted M. O'Brien
Title: SVP

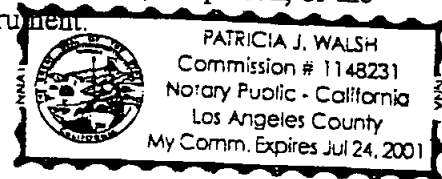
STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On December 28, 1998, before me, PATRICIA J. WALSH, a Notary Public in and for said state, personally appeared RYOJI TAKADA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patricia J. Walsh

Notary Public in and for said State



[seal]

STATE OF CALIFORNIA)

66 67

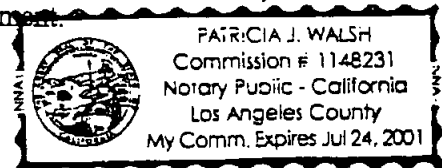
COUNTY OF LOS ANGELES)

) ss.

On December 28, 1998, before me, PATRICIA J. WALSH, a Notary Public in and for said state, personally appeared THOMAS EDWARD MIDDLETON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patricia J. Walsh
Notary Public in and for said State



[seal]



ORDER NO. 1173627-2

LEGAL DESCRIPTION

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

ALL THOSE PORTIONS OF PUEBLO LOTS 1325, 1326, 1330, AND 1331 OF THE PUEBLO LANDS OF SAN DIEGO IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY JAMES PASCOE, IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AS MISCELLANEOUS MAP 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PUEBLO LOT 1325, WHICH IS THE COMMON CORNER OF PUEBLO LOTS 1325, 1326, 1330 AND 1331; THENCE ALONG THE COMMON LINE OF PUEBLO LOTS 1325 AND 1331 NORTH $89^{\circ}05'90''$ WEST, 255.74 FEET; THENCE LEAVING SAID COMMON LINE NORTH $2^{\circ}48'32''$ WEST 285.07 FEET; THENCE NORTH $7^{\circ}31'23''$ WEST, 399.47 FEET; THENCE NORTH $6^{\circ}28'50''$ WEST, 134.23 FEET TO A POINT THAT BEARS SOUTH $82^{\circ}32'25''$ WEST 42.90 FEET FROM THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THAT CERTAIN LEASE AGREEMENT EXECUTED OCTOBER 2, 1961, FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT 629873 OF OFFICIAL RECORDS, THE BOUNDARIES OF WHICH ARE SET OUT ON CITY ENGINEER'S DRAWING 13929-CL ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF SAN DIEGO; THENCE NORTH $82^{\circ}32'25''$ EAST 42.90 FEET TO SAID SOUTHWEST CORNER; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN SAID LEASE AGREEMENT NORTH $82^{\circ}32'25''$ EAST TO THE SOUTHEAST CORNER OF LAST SAID PROPERTY; SAID POINT ALSO BEING A POINT IN THE WESTERLY RIGHT OF WAY LINE OF TORREY PINES ROAD, AS DEDICATED BY CITY OF SAN DIEGO ORDINANCE 7634 DATED MARCH 24, 1919; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH $9^{\circ}28'56''$ EAST 842.58 FEET TO POINT "A"; THENCE SOUTH $80^{\circ}31'04''$ WEST 368.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS NOW COMMONLY KNOWN AS:

LOT 1 OF SHERATON HOTEL AT TORREY PINES UNIT NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12164, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 12, 1988.

GROUND LESSOR'S CONSENT AND ESTOPPEL CERTIFICATE

WHEREAS, THE CITY OF SAN DIEGO (hereinafter "Landlord"), has leased certain lands described on Exhibit A attached hereto (hereinafter the "Premises") to Torrey Pines Hotel Associates, a California General Partnership ("Tenant") pursuant to that certain Percentage Lease dated August 10, 1987 (the "Lease"), a memorandum of which Lease was recorded January 10, 1989 as Instrument No. 89-013605 in the Office Records of San Diego County, California (all capitalized words and phrases not otherwise defined in this Certificate shall have the meanings given them in the Lease);

WHEREAS, Tenant has caused the Premises to be improved with certain buildings and other improvements (collectively, the "Improvements") comprising the hotel, restaurant, and related facilities commonly known as the Sheraton Grande Torrey Pines Hotel (the Improvements and the Premises are collectively referred to herein as the "Property");

WHEREAS, Hilton Hotels Corporation, a Delaware corporation ("Purchaser"), and Tenant have entered into an agreement providing for, among other things, the purchase by Purchaser and the sale by Tenant of Tenant's interest in the Property (including, without limitation, all of the Tenant's interest as Lessee under the Lease, including the leasehold estate in Premises demised thereunder); and

WHEREAS, Purchaser is unwilling to purchase the Property unless Landlord affirms the following for Purchaser's benefit, and Lessor understands that Purchaser has required this certificate from Lessor as an inducement for Purchaser to purchase Tenant's interest in the Property.

NOW, THEREFORE, Landlord hereby certifies to Purchaser and Tenant as follows:

1. Landlord approves Purchaser as an assignee of Tenant's interest in the Lease. Subject only to Purchaser assuming all of the Lessee's obligations under the Lease first arising on or after the effective date of the assignment of Tenant's interest in the Lease to Purchaser, upon the effectiveness of such assignment, Purchaser shall succeed to all of the rights and benefits of the Lessee under the Lease, and pursuant to Section 4.8 of the Lease, Landlord hereby releases Tenant from any and all obligations and liability under the Lease arising on or after the effective date of said assignment.

2. Landlord hereby certifies as follows:

(a) To the best of Landlord's knowledge, the Lease is in full force and effect in accordance with its terms. Landlord has not assigned, supplemented, modified or otherwise amended the Lease. To Landlord's knowledge, Tenant has not assigned or otherwise transferred Tenant's interest in the Lease, except as security for a loan. Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including subordination, non-disturbance and attornments) concerning the Premises, whether oral or written, between Landlord and Tenant.

(b) To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed, including specifically as set forth below:

(i) The Tenant is in compliance with the General Development Plan.

(ii) Tenant has paid all costs and made all reimbursements, if any, required to be paid to date by the Lessee under the Lease.

(c) To the best of Landlord's knowledge, there are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or any amounts owing by the Lessee under any other agreement described in Exhibit B attached hereto.

(d) Minimum rent and percentage rent due under the Lease have been paid in full through October 31, 1998, subject to future City audit.

(e) The term commencement date of the Lease was July 1, 1988 and the initial term of the Lease shall expire on June 30, 2043.

3. Without limitation on the foregoing, upon Purchaser's acquisition of Tenant's interest under the Lease and Purchaser's assumption of the obligations of the Lessee first arising on or after such assignment, all of the leasehold mortgage protection provisions contained in the Lease, including but not limited to Sections 4.2 and 4.4 of the Lease, and all other provisions inuring to the benefit of a Leasehold Beneficiary, shall continue in full force and effect and are hereby confirmed by Landlord for the benefit of Purchaser and each Leasehold Beneficiary that provides financing of the Property.

4. Landlord hereby confirms that the leasehold estate in the Premises or any deed of trust or mortgage held by a Leasehold Beneficiary which encumbers the leasehold estate under the Lease shall not be subject or subordinate to any mortgage encumbering the fee estate to the Premises.

This Certificate and the representations made herein shall inure to the benefit of Tenant, Purchaser and any Leasehold Beneficiary of Purchaser, and their respective successors and assigns, and shall be binding on the Landlord and its legal representatives, its successors and assigns.

Executed this 17 day of December 1998.

APPROVED AS TO FORM
AND LEGALITY

CASEY GWINN, CITY ATTORNEY

By Pascilla Dwyer
Deputy City Attorney

THE CITY OF SAN DIEGO

By:

William T. Griffith,
Acting Director, Real Estate
Assets Department

-2-

EXHIBIT A

PROPERTY DESCRIPTION

(Legal Description Attached)

EXHIBIT A

72

LEGAL DESCRIPTION

(SHERATON HOTEL)

ALL THOSE PORTIONS OF PUEBLO LOTS 1325, 1326, 1330, AND 1331 OF THE PUEBLO LANDS OF SAN DIEGO IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AS MISCELLANEOUS MAP 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

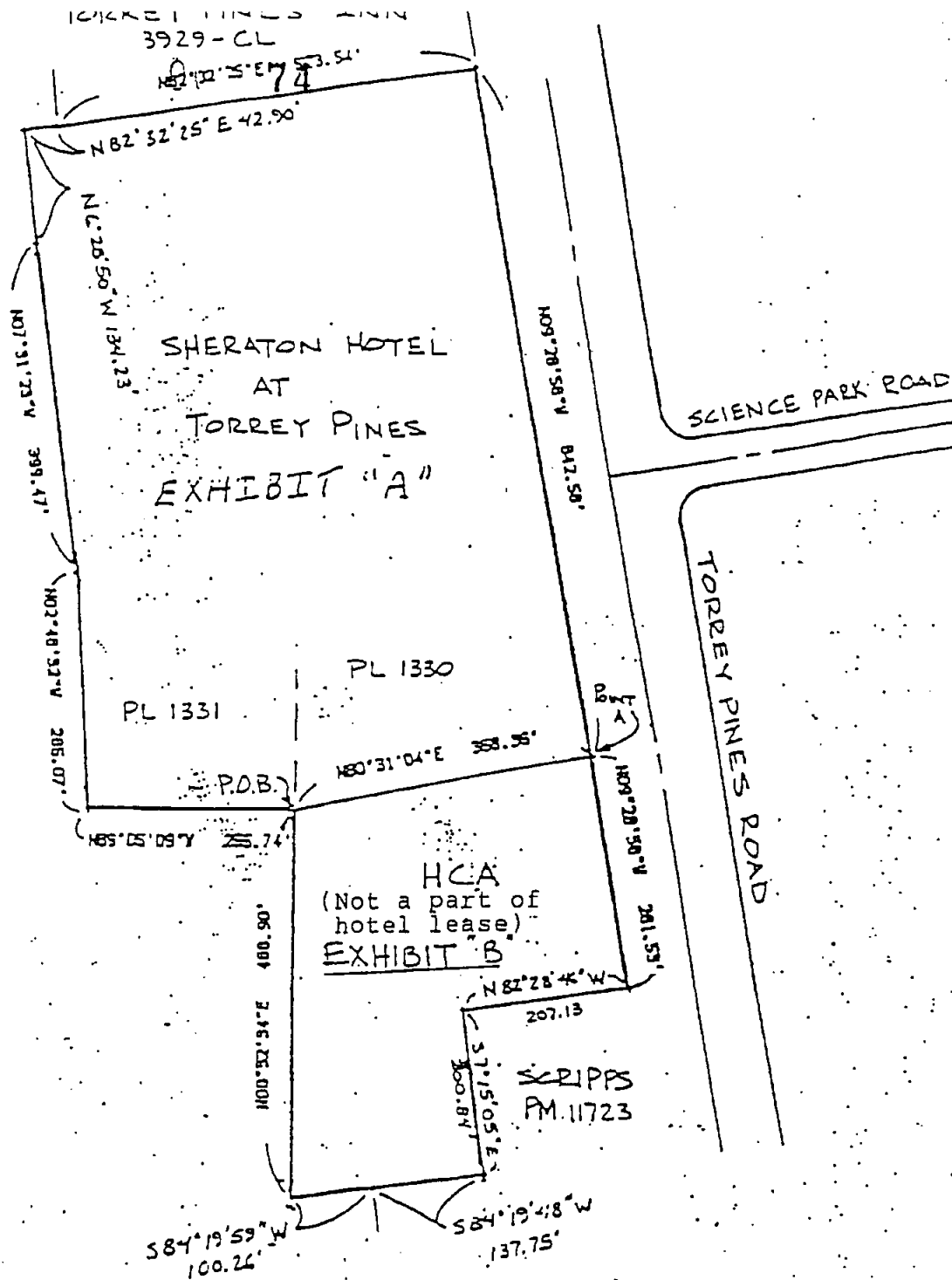
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EXHIBIT A 4

IN SAID LEASE AGREEMENT NORTH 82° 32' 25" EAST TO THE SOUTHEAST CORNER OF LAST SAID PROPERTY; SAID POINT ALSO BEING A POINT IN THE WESTERLY RIGHT OF WAY LINE OF TORREY PINES ROAD, AS DEDICATED BY CITY OF SAN DIEGO ORDINANCE 7634 DATED MARCH 24, 1919, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 9° 28' 56" EAST 842.58 TO POINT "A"; THENCE SOUTH 80° 31' 04" WEST 368.36 FEET TO THE POINT OF BEGINNING.

SCALE: 1"=200'

PUEBLO
LANDS



LEASE LINES

SHERATON HOTE
TORREY PINES

APRIL 10, 1986

EXHIBIT. A

EXHIBIT BADDITIONAL RELATED AGREEMENTS

Agreement on Percentage Rental Rate
for Mandatory Banquet Service Charges,
filed in the Office of the City Clerk
on December 1, 1993 as Document C-05187.

EXHIBIT B

**STATEMENT OF TAX DUE AND REQUEST THAT THIS DOCUMENTATION
NOT BE MADE A PART OF THE PERMANENT RECORD
IN THE OFFICE OF THE COUNTY RECORDER
(PURSUANT TO SECTION 11932 REVENUE AND TAXATION CODE)**

DOCUMENT NO. 1998-0853813
TRANSFER TAX: 90750.00
RECORDING DATE: Dec 29, 1998
RECORDING TIME: 8:44 AM

TO: Recorder
County of San Diego

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Assignor: TORREY PINES HOTEL ASSOCIATES, a California general partnership

Assignee: HILTON HOTELS CORPORATION, a Delaware corporation

The property described in the accompanying document is located in the City of San Diego, County of San Diego, State of California.

The amount of tax due on the accompanying document is: \$ 90,750.00

X Computed on full value of property conveyed.

_____ Computed on full value, less liens and encumbrances remaining at the time of sale.

TORREY PINES HOTEL ASSOCIATES,
a California general partnership

By: TAISEI AMERICA CORPORATION,
a Delaware corporation
Its: general partner

By: Ryoji Takada
Name: Ryoji Takada
Its: president

REAL PROPERTY TRANSFER TAX

DO NOT MICROFILM
DO NOT MAIL

DISCLOSE THE AMOUNT OF TAX

DOCUMENT NO. 98-0853813

DATE RECORDED 12/29/98

RETURN TO TAX CLERK

DO NOT RECORD

This form will be affixed to the conveying document

RECORDING REQUESTED BY
First American Title
C & I Department

1173027-20

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Hilton Hotels Corporation
9336 Civic Center Drive
Beverly Hills, California 90210

Attention: K. Allen Anderson, Esq.

MAIL TAX STATEMENTS TO:

Hilton Hotels Corporation
9336 Civic Center Drive
Beverly Hills, California 90210

Attention: Tax Department

760-103-60

DOC # 1998-0853813

Dec 29, 1998 8:44 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 74.00

OC: AFNF

WAYS: 2

TAX: N.D.



1998-0853813

(Space Above For Recorder's Use)

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Assignment and Assumption of Percentage Lease and Deed to Improvements.

**ASSIGNMENT AND ASSUMPTION OF PERCENTAGE LEASE
AND
DEED TO IMPROVEMENTS**

This Assignment and Assumption of Percentage Lease ("Assignment") is entered into and made effective as of the 29th day of December, 1998, by and between TORREY PINES HOTEL ASSOCIATES, a California general partnership, who acquired title as Torrey Pines Hotel Association, a California general partnership ("Assignor") and HILTON HOTELS CORPORATION, a Delaware corporation ("Assignee") with reference to the following facts and intentions:

RECITALS:

A. Assignor, as Lessee, and the City of San Diego, a municipal corporation (the "City"), as Lessor, entered into that certain Percentage Lease dated August 10, 1987, a memorandum of which was recorded January 10, 1989 as Instrument No. 89-013605 in the Official Records of San Diego County, California (the "Lease"), which Lease covers and pertains

to the real property more particularly described in Exhibit A attached hereto and made a part hereof (said real property being referred to herein as the "Land").

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of December 11, 1998 (the "Initial Agreement"), which Initial Agreement has been amended by that certain Amendment of Purchase and Sale Agreement and Joint Escrow Instructions dated as of December 28, 1998 (the "Amendment"), also between Assignor and Assignee (the Initial Agreement, as amended by the Amendment, being referred to herein as the "Agreement"). Pursuant to the terms and subject to the conditions set forth in the Agreement and this Assignment, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest under the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Lease, except for and reserving to Assignor (a) the rights and benefits accruing to the Lessee under the Lease arising prior to the date (the "Closing Date") of delivery of this Assignment to Assignee (including, without limitation, the right to obtain a refund of any overpayment of rent under the Lease allocable to the period prior to the Closing Date), and (2) the obligations of the Lessee under the Lease to be performed prior to the Closing Date (including, without limitation, the obligation to pay any underpayment of rent owed under the Lease allocable to the period prior to the Closing Date).

2. Assignee hereby accepts such assignment from Assignor, and hereby assumes and agrees to perform all of the obligations of the Lessee under the Lease first arising, occurring or becoming due for performance on or after the Closing Date.

3. Assignor hereby grants to Assignee all of Assignor's right, title and interest in and to all improvements constituting real property located on, in or under the Land, subject to the following:

(a) All liens, encumbrances, easements, covenants, conditions and other matters of record, including, without limitation, any matters shown on any subdivision or parcel map affecting the Land;

(b) All exceptions appearing in any policy of title insurance issued in favor of Assignee covering any portion of the Land or said improvements;

(c) A lien for taxes for real property and personal property, and any general or special assessments against the Land or all or any other portion of said improvements, not yet delinquent; and

(d) Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the ownership, use, occupancy or enjoyment of all or any portion of the Land or said improvements.

4. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns, and protect Assignee's or Assignee's successors, nominees and assigns right, title and interest in and to the Lease and the rights of Assignor intended to be transferred and assigned hereby, or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights in and to the Lease.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

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

7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of their respective parties hereto.

8. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

9. This Assignment is in accordance with that certain Consent and Estoppel Certificate attached hereto as Exhibit B ("City Consent").

IN WITNESS WHEREOF, this Assignment has been executed and delivered as the date and year first above written.

"ASSIGNOR"

TORREY PINES HOTEL ASSOCIATES,
a California general partnership

By: TAISEI AMERICA CORPORATION,
a Delaware corporation
Its Managing Partner

By: Ryoji Takada
Name: Ryoji Takada
Title: President

"ASSIGNEE"

HILTON HOTELS CORPORATION,
a Delaware corporation

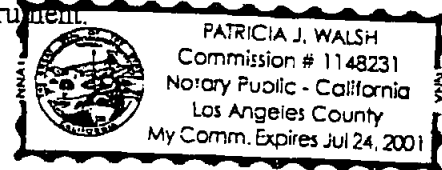
By: Ted M. Edleton
Name: Ted M. Edleton
Title: SVP

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On December 28, 1998, before me, PATRICIA J. WALSH, a Notary Public in and for said state, personally appeared RYOTI TAKADA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patricia J. Walsh
 Notary Public in and for said State



[seal]

STATE OF CALIFORNIA

66 67

COUNTY OF LOS ANGELES

)
) ss.
)

On December 28, 1998, before me, Patricia J. Walsh, a Notary Public in and for said state, personally appeared Thomas Edward Middleton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patricia J. Walsh
Notary Public in and for said State



[seal]



ORDER NO. 1173627-2

LEGAL DESCRIPTION

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

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THE ABOVE DESCRIBED LAND IS NOW COMMONLY KNOWN AS:

LOT 1 OF SHERATON HOTEL AT TORREY PINES UNIT NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12164, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 12, 1988.

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WHEREAS, Tenant has caused the Premises to be improved with certain buildings and other improvements (collectively, the "Improvements") comprising the hotel, restaurant, and related facilities commonly known as the Sheraton Grande Torrey Pines Hotel (the Improvements and the Premises are collectively referred to herein as the "Property");

WHEREAS, Hilton Hotels Corporation, a Delaware corporation ("Purchaser"), and Tenant have entered into an agreement providing for, among other things, the purchase by Purchaser and the sale by Tenant of Tenant's interest in the Property (including, without limitation, all of the Tenant's interest as Lessee under the Lease, including the leasehold estate in Premises demised thereunder); and

WHEREAS, Purchaser is unwilling to purchase the Property unless Landlord affirms the following for Purchaser's benefit, and Lessor understands that Purchaser has required this certificate from Lessor as an inducement for Purchaser to purchase Tenant's interest in the Property.

NOW, THEREFORE, Landlord hereby certifies to Purchaser and Tenant as follows:

1. Landlord approves Purchaser as an assignee of Tenant's interest in the Lease. Subject only to Purchaser assuming all of the Lessee's obligations under the Lease first arising on or after the effective date of the assignment of Tenant's interest in the Lease to Purchaser, upon the effectiveness of such assignment, Purchaser shall succeed to all of the rights and benefits of the Lessee under the Lease, and pursuant to Section 4.8 of the Lease, Landlord hereby releases Tenant from any and all obligations and liability under the Lease arising on or after the effective date of said assignment.

2. Landlord hereby certifies as follows:

(a) To the best of Landlord's knowledge, the Lease is in full force and effect in accordance with its terms. Landlord has not assigned, supplemented, modified or otherwise amended the Lease. To Landlord's knowledge, Tenant has not assigned or otherwise transferred Tenant's interest in the Lease, except as security for a loan. Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including subordination, non-disturbance and attornments) concerning the Premises, whether oral or written, between Landlord and Tenant.

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(d) Minimum rent and percentage rent due under the Lease have been paid in full through October 31, 1998, subject to future City audit.

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3. Without limitation on the foregoing, upon Purchaser's acquisition of Tenant's interest under the Lease and Purchaser's assumption of the obligations of the Lessee first arising on or after such assignment, all of the leasehold mortgage protection provisions contained in the Lease, including but not limited to Sections 4.2 and 4.4 of the Lease, and all other provisions inuring to the benefit of a Leasehold Beneficiary, shall continue in full force and effect and are hereby confirmed by Landlord for the benefit of Purchaser and each Leasehold Beneficiary that provides financing of the Property.

4. Landlord hereby confirms that the leasehold estate in the Premises or any deed of trust or mortgage held by a Leasehold Beneficiary which encumbers the leasehold estate under the Lease shall not be subject or subordinate to any mortgage encumbering the fee estate to the Premises.

This Certificate and the representations made herein shall inure to the benefit of Tenant, Purchaser and any Leasehold Beneficiary of Purchaser, and their respective successors and assigns, and shall be binding on the Landlord and its legal representatives, its successors and assigns.

Executed this 17 day of December 1998.

APPROVED AS TO FORM
AND LEGALITY

CASEY GWINN, CITY ATTORNEY

By Pascilla Quind
Deputy City Attorney

THE CITY OF SAN DIEGO

By:

William T. Griffith
Acting Director, Real Estate
Assets Department

EXHIBIT A

PROPERTY DESCRIPTION

(Legal Description Attached)

EXHIBIT A

72

LEGAL DESCRIPTION

(SHERATON HOTEL)

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EXHIBIT A 4

IN SAID LEASE AGREEMENT NORTH 82° 32' 25" EAST TO THE SOUTHEAST CORNER OF LAST SAID PROPERTY; SAID POINT ALSO BEING A POINT IN THE WESTERLY RIGHT OF WAY LINE OF TORREY PINES ROAD, AS DEDICATED BY CITY OF SAN DIEGO ORDINANCE 7634 DATED MARCH 24, 1919, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 9° 28' 56" EAST 842.58 TO POINT "A"; THENCE SOUTH 80° 31' 04" WEST 368.36 FEET TO THE POINT OF BEGINNING.