

RECORDING REQUESTED BY DEPARTMENT OF GENERAL  
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO  
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN  
THIS INSTRUMENT TO:**

**(MAIL STATION A45)**

Clerk, Board of Supervisors  
San Diego County Administration Center  
1600 Pacific Highway  
San Diego, California 92101

0779657 DOC# 2025-0249238  
Sep 09, 2025 11:43 AM  
OFFICIAL RECORDS  
JORDAN Z. MARKS,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)  
PCOR: N/A  
PAGES: 3

SPACE ABOVE FOR RECORDER'S USE ONLY

## AVIGATION EASEMENT

**NO TRANSFER TAX DUE**

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 388-531-16

Project: 11936 SAPOTA DR.  
SPADONE

W.O. No.: Manded 1027512-2025-0102

Work Task No.: WT - 6365095

R.E.S. Parcel No.: 2025-0102-A

Log No.: E25-053

**Heather K. Spadone, an unmarried woman**

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby **GRANT** to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, hereinafter called Grantee, an avigation easement and right-of-way for the use and benefit of the public for the free and unobstructed passage of aircraft in, through, and across all navigable airspace above all that real property in the County of San Diego, State of California, described as follows:

**Parcel No. 2025-0102-A**

**(08-01-2025)**

**(GWM:WAR)**

ALL THAT PORTION OF LOT 1 IN BLOCK "B" OF WINTER GARDENS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1987, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 17, 1927, AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON NOVEMBER 19, 2024 AS DOC# 2024-0321580 OF OFFICIAL RECORDS.

Together with the continuing right to cause or allow in all the airspace above the surface of Grantor's property such noise, vibrations, fumes, dust, fuel particles and other effects as may be caused by or result from the operation of aircraft; it being understood and agreed that Grantee intends to maintain and develop in such a manner that said airport and the easement granted herein will be used at all times and by every type of aircraft which is now in existence or which may be developed in the future for both commercial and noncommercial flights; and Grantor, for Grantor and the successors in interest and assigns of Grantor, does hereby fully waive and release any right or cause or action which they or any of them now have or may have in the future against Grantee, its successors and assigns, on account of or arising out of such noise, vibrations, fumes, dust, fuel particles, and other effects heretofore and hereafter caused by the operation of aircraft in said airspace.

The term "aircraft" is defined for the purposes of this deed as any contrivance now known or hereafter invented, designed, or used for navigation of flight in air or space.

madison padilla  
CODED CLERK OF THE BOARD  
2025 SEP 15 AM 9:34  
ORR Assistant  
Confidential

Grantor, for Grantor and the successors in interest and assigns of Grantor, covenants and agrees that neither they nor any of them will permit or suffer the use of Grantor's property in such manner as to create electrical interference with radio communication to or from any other aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights and other lights or as to impair visibility in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

Executed this 29 day of August, 2025.

Heather K. Spadone, an unmarried woman

BY: [Signature]

Heather K. Spadone

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

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } SS

On August 29, 2025 before me, SHADAB ABDUL GAFFOOR, a Notary Public,  
personally appeared HEATHER K SPADONE

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

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

WITNESS my hand and official seal.

Signature: [Signature]

SHADAB ABDUL GAFFOOR

Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

9/9/2025

\_\_\_\_\_  
Thomas J. McCabe, PLS  
Senior Land Surveyor  
Department of General Services  
County of San Diego

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
c/o Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Attn: Assistant Director, Office of Court  
Construction and Management

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON SEP 16, 2008  
DOCUMENT NUMBER 2008-0491372  
GREGORY J. SMITH, COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 2:19 PM

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APNs: 166-150-53-00, 166-150-41, & 166-150-55

*OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T.  
CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
TAXATION CODE SECTION 11922*

### MEMORANDUM OF JOINT OCCUPANCY AGREEMENT

THIS MEMORANDUM OF JOINT OCCUPANCY AGREEMENT (“Memorandum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of San Diego, whose present address is 5555 Overland Avenue, Suite 2500, Building 2, Room 240 MS:0360, Attention: Director, Department of General Services (“County”), and the Judicial Council of California, Administrative Office of the Courts (“AOC”), whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

#### RECITALS

A. County is the fee owner of that certain real property located in the City of Vista, County of San Diego, State of California, and having a street address of 325 S. Melrose Drive, Vista, CA 92081, as more particularly described on **Attachment 1** attached hereto and incorporated herein (“Land”), together with the improvements located thereon containing the court facility commonly known as the North County Regional Center and all other buildings, structures, and improvements located on and/or affixed to the Land (collectively, the “Property”);

B. Pursuant to that certain Transfer Agreement For The Transfer of Responsibility And Transfer of Title For Court Facilities between AOC and County dated as of the Execution Date, as defined therein, AOC and County have entered into that certain Joint Occupancy Agreement (“JOA”), setting forth the terms and conditions governing the parties’ respective rights and responsibilities regarding their shared possession, occupancy and use of the Property, as more particularly described in the JOA;

C. The JOA provides, among other things, for rights of first refusal and rights of first offer in favor of County and AOC to expand into and occupy on a paid basis any portion of the Property that County or AOC desires to vacate in accordance with Government Code § 70342(e);

D. Pursuant to the terms of the JOA, this Memorandum is to be recorded in the Official Records of County with respect to the Property for the purpose of memorializing the existence of the JOA, the terms and conditions of which inure to the benefit of, and bind, AOC, County and their respective successors and assigns. Any third-party interested in obtaining information about the Agreement may contact the parties at the above-referenced addresses.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

**JUDICIAL COUNCIL OF  
CALIFORNIA, ADMINISTRATIVE  
OFFICE OF THE COURTS**

By: 

Name: Grant Walker

Title: Senior Manager, Business Services

Date: 2/2/08

**APPROVED AS TO FORM:**

**ADMINISTRATIVE OFFICE OF THE  
COURTS, OFFICE OF THE GENERAL  
COUNSEL**

By: 

Name: Charles Martel

Title: Attorney

Date: 9.9.2008

**COUNTY OF SAN DIEGO, a political  
subdivision of the State of California**

By: 

Name: April F. Heinze

Title: Director, Department of General  
Services

Date: 9/16/08

**APPROVED AS TO FORM:**

**JOHN SANSONE, County Counsel**

By: 

Name: Diane Bardsley

Title: Special Assistant County Counsel

Date: 9/16/08

**ATTACHMENT 1**  
**LEGAL DESCRIPTION OF NORTH COUNTY REGIONAL CENTER**

PARCEL 1: APN: 166-150-53-00 (portion)

THE PORTION OF LOT 2 OF LA TORTUGA HASIENDA, IN THE COUNTY OF SAN DIEGO, SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2110, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE ENGINEERS STATION 3+92.54 O. T. ON THE CENTER LINE OF ROAD SURVEY NO. 859, A PLAT OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY; THENCE AT RIGHT ANGLES TO SAID CENTER LINE NORTH 77°10'54" WEST, 30 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 30 FEET OF SAID LOT 2; THENCE SOUTH 58°29'36" WEST, 290.60 FEET; THENCE NORTH 52°10'24" WEST, 626.53 FEET; THENCE NORTH 37°49'36" EAST 446.90 FEET; THENCE SOUTH 52°10'24" EAST 647.45 FEET TO A POINT ON SAID WESTERLY LINE OF THE EASTERLY 30 FEET OF LOT 2; THENCE CONTINUING SOUTH 52°10'24" EAST 33.10 FEET TO ENGINEERS STATION 5+71.68 P. O. T. ON SAID CENTER LINE OF ROAD SURVEY NO. 859; THENCE SOUTH 12°49'06" WEST, ALONG SAID CENTER LINE 179.14 FEET TO THE POINT OF BEGINNING.

PARCEL 2: APN: 166-150-53-00 (portion)

THAT PORTION OF LOT 2 OF LA TORTUGA HACIENDA IN THE CITY OF VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2110, FILED IN THE 28TH DAY OF MAY, 1928, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEER'S STATION 3 PLUS 92.54 P.O.T. ON THE CENTER LINE OF MELROSE DRIVE FORMERLY LOS ANGELES DRIVE, ACCORDING TO MAP THEREOF ROAD SURVEY NO. 859 FILED IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, SAID ENGINEER'S STATION BEING ALSO THE POINT OF BEGINNING IN THAT DEED TO SAID COUNTY RECORDED THE 30TH DAY OF JUNE, 1961 AS INSTRUMENT NO. 112171, IN SAID RECORDER'S OFFICE; THENCE ALONG SAID COUNTY BOUNDARY NORTH 77°10'54" WEST 30.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID ROAD SURVEY NO. 859; THENCE CONTINUING ALONG SAID COUNTY BOUNDARY SOUTH 58°29'36" WEST, 290.60 FEET; THENCE NORTH 52°10'24" WEST 626.53 FEET; THENCE NORTH 37°49'36" EAST 446.90 FEET TO THE MOST CORNER OF SAID COUNTY LAND; THENCE LEAVING SAID BOUNDARY SOUTH 64°49'36" WEST 749.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A WHICH IS ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 455.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARING SOUTH 87°05'22" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 4°14'14" A DISTANCE OF 33.65 FEET; THENCE TANGENT TO SAID CURVE SOUTH 1°19'36" WEST 258.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°57'30" A DISTANCE OF 132.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B; THENCE SOUTH 54°20'24" EAST 177.57 FEET; THENCE SOUTH 80°10'24" EAST 280.00 FEET; THENCE SOUTH 52°40'24" EAST 305.00 FEET SOUTH 15°29'36" WEST 265.00 FEET; THENCE SOUTH 9°49'36" WEST 170.00 FEET; THENCE SOUTH 5°40'24" EAST 366.00 FEET;

THENCE NORTH 82°59'36" EAST 699.18 FEET TO A POINT IN THE CENTER LINE OF SAID MELROSE DRIVE; THENCE ALONG SAID CENTER LINE NORTH 6°49'29" WEST 969.18 FEET; THENCE NORTH 12°49'06" EAST 222.18 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF LOT 2 OF LA TORTUGA HACIENDA IN THE CITY OF VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2110, FILED IN THE 28TH DAY OF MAY, 1928, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY DELINEATED AS 32.070 GROSS ACRES ACCORDING TO RECORD OF SURVEY MAP THEREOF NO. 7043, FILED JANUARY 8, 1969 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 4180, LYING SOUTHERLY OF A LINE THAT BEARS SOUTH 83°10'31" WEST FROM A POINT IN THE EASTERLY BOUNDARY OF SAID 32.070 ACRES GROSS, DISTANT THEREON NORTH 06°49'29" WEST, 514.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID 32.070 ACRES GROSS.

PARCEL 3: APN: 166-150-41

ALL THAT PORTION OF PARCEL "A" OF PARCEL MAP NO. 7144, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO SAID PARCEL MAP FILED APRIL 17, 1976 A FILE NO. 78-151285 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE 60.00 FOOT WIDE ROAD EASEMENT (KNOWN AS LA TORTUGA DRIVE) GRANTED TO SAID COUNTY BY DOCUMENT NO. 62976 AND RECORDED APRIL 11, 1969, IN SAID COUNTY RECORDER'S OFFICE OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID SOUTHERLY LINE NORTH 64°48'16" EAST, 558.76 FEET; THENCE LEAVING SAID LINE, SOUTH 83°38'42" WEST, 522.77 FEET TO A POINT ON THE EASTERLY SIDELINE OF SAID LA TORTUGA DRIVE, SAID POINT BEING ON A RADIAL LINE OF A 455.00 FOOT RADIUS CURVE, CONCAVE WESTERLY IN THE CENTER LINE OF SAID DRIVE; THENCE ALONG SAID RADIAL LINE SOUTH 65°15'06" WEST, 30.00 FEET TO SAID CENTER LINE; THENCE SOUTHERLY ALONG THE ARC OF SAID 455.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 21°50'48" A DISTANCE OF 173.49 FEET TO THE POINT OF BEGINNING.

PARCEL 4: APN 166-150-55

THAT PORTION OF PARCEL C OF PARCEL MAP NO. 13643, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED JANUARY 24, 1985, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK PARCEL MAPS AT PAGE 13643, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL C THAT BEARS SOUTH 53°12'34" EAST 403.25 FEET FROM THE MOST WESTERLY CORNER OF SAID PARCEL C, SAID POINT BEING THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE CENTERLINE OF LA TORTUGA DRIVE (60.00 FEET WIDE) AS ACCEPTED BY THE CITY OF VISTA IN RESOLUTION NO. 91-35 AND RECORDED MARCH 22, 1991 AT FILE/PAGE NO. 1991-0129514 IN SAID COUNTY RECORDER'S OFFICE; THENCE ALONG SAID CENTERLINE, NORTH 36°47'26" EAST 409.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID SOUTHWESTERLY LINE, SOUTH 53°12'34" EAST 678.30 FEET;

THENCE PARALLEL WITH SAID CENTERLINE SOUTH 36°47'26" WEST 409.93 FEET TO SAID SOUTHWESTERLY LINE, BEING ALSO THE CENTERLINE OF BREEZE HILL ROAD (60.00 FEET WIDE) THE NORTHEASTERLY HALF OF WHICH WAS ACCEPTED BY THE CITY OF VISTA IN SAID RESOLUTION NO. 91-35; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 53°12'34" EAST 40.00 FEET; THENCE PARALLEL WITH SAID CENTERLINE, NORTH 36°47'26" EAST 433.21 FEET TO A LINE THAT BEARS SOUTH 83°10'31" WEST FROM A POINT IN THE EASTERLY BOUNDARY OF THAT PORTION OF LOT 2 OF LA TORTUGA HACIENDA DELINEATED AS 32.070 GROSS ACRES ACCORDING TO RECORD OF SURVEY MAP THEREOF NO. 7043, FILED IN SAID COUNTY RECORDER'S OFFICE, JANUARY 8, 1969, DISTANT THEREON NORTH 6°49'29" WEST, 514.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID 32.070 GROSS ACRES; THENCE ALONG SAID LINE, NORTH 83°10'31" EAST 159.88 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL C; THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 9°43'40" EAST (RECORD: NORTH 9°49'36" EAST PER ROS NO. 7043), 13.16 FEET; THENCE NORTH 15°29'57" EAST 264.83 FEET (RECORD: NORTH 15°23'36" EAST, 265.00 FEET PER ROS NO. 7043); THENCE NORTH 52°38'39" WEST 305.00 FEET (RECORD: SOUTH 52°40'24" EAST 305.00 FEET PER ROS NO. 7043); THENCE NORTH 80°08'58" WEST, 279.78 FEET (RECORD: SOUTH 80°10'24" EAST, 280.00 FEET PER ROS NO. 7043); THENCE NORTH 54°24'59" WEST, 177.62 FEET (RECORD: SOUTH 54°20'24" EAST 177.57 FEET PER ROS NO. 7043) TO SAID CENTERLINE OF LA TORTUGA DRIVE; THENCE ALONG SAID CENTERLINE SOUTH 36°47'26" WEST 364.57 FEET TO THE TRUE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN FRANCISCO )

On SEPTEMBER 9, 2008, before me, CONNIE B. DELAGO, NOTARY  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Connie B. Delago  
NOTARY PUBLIC

Seal

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN FRANCISCO )



On SEPTEMBER 9, 2008, before me, CONNIE B. DELAGO, NOTARY  
(insert name and title of the officer)

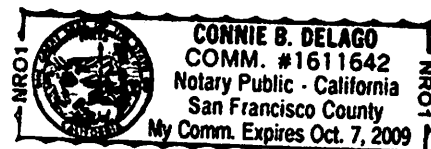
personally appeared GILBERT WALKER, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~  
executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

Connie B. Delago  
NOTARY PUBLIC

Seal



STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS

On 9-16-08, before me, ANGELA JACKSON, Deputy County Clerk in and for said County and State personally appeared April F. Heinze and Diane Bardsley

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

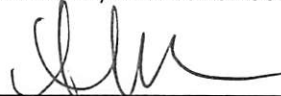
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(seal)



WITNESS my hand and official seal.

GREGORY J. SMITH, Assessor/Recorder/County Clerk

  
ANGELA JACKSON - Deputy

**CHICAGO TITLE COMPANY  
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL  
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO  
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Clerk, Board of Supervisors  
San Diego County Administration Center  
1600 Pacific Highway  
San Diego, California 92101

**DOC# 2025-0222819**



**Aug 13, 2025 03:45 PM**

**OFFICIAL RECORDS  
JORDAN Z. MARKS,**

**SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)**

**PCOR: N/A**

**PAGES: 17**

07796501

COSD CLERK OF THE BOARD  
SEP 2 AM 9:37

**SPACE ABOVE FOR RECORDER'S USE ONLY**

**DEED OF AGRICULTURAL CONSERVATION EASEMENT**

**NO TRANSFER TAX DUE**

**Document Transfer Tax: \$0**

**R & T Code 11922**

**Assessor's Parcel No.: 185-071-18-00 & 185-072-04-00**

**Project: PACE PROGRAM**

**PDS-00085**

**Work Task No.: WT-4026709**

**R.E.S. Parcel No.: 2024-0143-A**

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1, Conveyance to a Government Agency)

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT (the "Easement") is made by WILLIAM E. BOYETT and LYNNE I. BOYETT, as Trustees of THE BOYETT REVOCABLE LIVING TRUST u/d/t January 21, 2015 (collectively, "Grantor"), to the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County").

**WITNESS THAT:**

WHEREAS, Grantor is the owner in fee simple of that certain real property in San Diego County, California, comprising County of San Diego Assessor Parcel Numbers 185-071-18-00 and 185-072-04-00, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property possesses significant agricultural, open space and scenic values of great importance to Grantor, the people of San Diego County and the people of the State of California; and

WHEREAS, Grantor and County intend that the Property be maintained in agricultural production by the maintenance of the agricultural values thereof and that the open space and scenic values of the Property be preserved by the continuation of the agricultural and ranching uses that have proven historically compatible with such values; and

WHEREAS, the County of San Diego supports and encourages farming (Policy I-133) and the protection and preservation of agricultural land uses and agricultural land; and

WHEREAS, Grantor intends, as owner of the Property, to convey to County the right to preserve and protect the agricultural values and, to the extent consistent with agricultural values, the open space, and scenic values of the Property in perpetuity; and

WHEREAS, County intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor to preserve and protect the agricultural, open space, and scenic values of the Property in perpetuity.

**CHICAGO TITLE COMPANY  
COMMERCIAL DIVISION**

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**Document Transfer Tax:** \$0

**R & T Code** 11922

**Assessor's Parcel No.:** 185-071-18-00 & 185-072-04-00

**Project:** PACE PROGRAM  
PDS-00085

**Work Task No.:** WT-4026709

**R.E.S. Parcel No.:** 2024-0143-A

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WHEREAS, the Property possesses significant agricultural, open space and scenic values of great importance to Grantor, the people of San Diego County and the people of the State of California; and

WHEREAS, Grantor and County intend that the Property be maintained in agricultural production by the maintenance of the agricultural values thereof and that the open space and scenic values of the Property be preserved by the continuation of the agricultural and ranching uses that have proven historically compatible with such values; and

WHEREAS, the County of San Diego supports and encourages farming (Policy I-133) and the protection and preservation of agricultural land uses and agricultural land; and

WHEREAS, Grantor intends, as owner of the Property, to convey to County the right to preserve and protect the agricultural values and, to the extent consistent with agricultural values, the open space, and scenic values of the Property in perpetuity; and

WHEREAS, County intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor to preserve and protect the agricultural, open space, and scenic values of the Property in perpetuity.

NOW, THEREFORE, for good and valuable consideration, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter-alia, sections 815-816 of the California Civil Code, Grantor does hereby voluntarily grant to County an Agricultural Conservation Easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to enable the Property to remain in agricultural uses (as defined in Exhibit B, Section 2), by preserving and protecting in perpetuity its agricultural values, character, use and utility, and by preventing any use or condition of the Property that would significantly impair or interfere with its agricultural values, character, use, or utility. To the extent that the preservation of the open space and scenic values of the Property is consistent with such use, it is within the purpose of this Easement to protect those values.

2. Affirmative Rights and Interests Conveyed. To accomplish the purpose of this Easement, the following rights and interests are conveyed to County by this Easement:

(a) To identify, to preserve, and to protect in perpetuity the agricultural values, character, use, and utility, including the agricultural productivity, vegetation, soil, and water quality, and the open space and scenic values of the Property. (The agricultural values, character, use, and utility and the open space and scenic values of the Property are hereinafter referred to collectively as “the Protected Values.”)

(b) To access and enter upon, inspect, observe, and study the Property for the purposes of (i) identifying the current condition, uses, and practices thereon/thereof, and the baseline condition thereof; and (ii) monitoring the uses and practices to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to Grantor (and Grantor shall ensure that County is able to access the Property) and shall be made in a manner that will not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent condition, activity, or use. However, it is the intention of the Grantor and County that this Easement not limit Grantor’s discretion to employ their choices of farm and ranch uses and management practices, so long as those uses and practices are consistent with the purpose of this Easement.

3. Uses and Practices. County and Grantor intend that this Easement shall limit the uses of the Property to agriculture, residential use associated with the agricultural use of the Property, and the other uses which are described herein. Examples of uses and practices which are consistent with the purpose of this Easement and which are hereby expressly permitted are set forth in Exhibit B, attached hereto and incorporated herein by this reference. Examples of uses and practices which are inconsistent with the purpose of this Easement, and which are hereby expressly prohibited are set forth in Exhibit C, attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not exhaustive recitals of consistent and inconsistent activities, respectively. The uses and practices set forth in Exhibits B and C are set forth both (1) to establish specific permitted and prohibited activities and (2) to provide guidance in determining the consistency of other activities with the purpose of this Easement.

4. Baseline Data. In order to establish the present condition of the Protected Values, County has examined the Property and prepared a Summary Appraisal Report (the “Baseline Documentation Report”), prepared by Anderson & Brabant, Inc. and dated October 9, 2024, containing an inventory of the Property’s relevant features and conditions, its improvements, and its natural resources (the “Baseline Data”). A copy of the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with County. The parties intend that the Baseline Data shall be used by County to monitor Grantor’s future uses of the Property, condition thereof, and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the parties

shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and County recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the situations of Grantor may result in an evolution of agricultural uses of the Property, provided such uses are consistent with this Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved: (i) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the purpose of this Easement and in accordance with applicable law; and (ii) all right, title, and interest in subsurface oil, gas, and minerals; provided that the manner of exploration for, and extraction of, any oil, gas, or minerals shall be only by a subsurface method, shall not damage, impair, or endanger the Protected Values, shall be in accordance with applicable law, and shall be approved by County prior to its execution.

6. Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the terms of this Easement and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the covenants, terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

(e) Costs. The cost of the mediator shall be borne equally by Grantor and County; the parties shall bear their own expenses, including attorney's fees, individually.

7. County's Remedies. If County determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, County shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use, condition, or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after

receipt of notice thereof from County, or if Grantor, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or if Grantor fails to continue diligently to cure such violation until finally cured, County may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values, County may pursue its remedies under this Section without waiting for the period provided for cure to expire. County's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that County's remedies at law for any violation of the terms of this Easement are inadequate and that County shall be entitled to the injunctive relief described in this Section (both prohibitive and mandatory) in addition to such other relief to which County may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. County's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Any violation of this easement may be enforced pursuant to San Diego County Code of Regulatory Ordinances ("SDCCRO") section 87.112.

7.1 Costs of Enforcement. Any costs incurred by County in enforcing the terms of this Easement against Grantor may include enforcement of SDCCRO section 87.112 and include, without limitation, administrative costs, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement. If County prevails in any action to enforce the terms of this Easement, the aforementioned costs shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's administrative costs, costs of suit, including, without limitation, attorneys' fees, shall be borne by County.

7.2 County's Discretion. Any forbearance by County of exercise of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by County of such term or of any subsequent breach of the same or any other term of this Easement or of any of County's rights under this Easement. No delay or omission by County in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle County to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to any person or to the Property resulting from such causes.

8. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code section 402.1.

9. Hold Harmless. Grantor shall hold harmless, indemnify, and defend County and its elected officials, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation,

reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; and (b) the obligations specified in section 8.

9.1. County Not Operator. Nothing in this Easement shall be construed as giving any right or ability to County to exercise physical or managerial control of the day to day operations of the Property, of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or the Carpenter Presley Tanner Hazardous Substance Account Act, California Health and Safety Code sections 78000-81050, or any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

10. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

11. Development Rights. The parties acknowledge that under currently applicable zoning regulations of the County of San Diego the Property is so classified that, upon receipt of required government approvals, the Property could be developed to a density of up to two (2) single-family residential dwelling units (the "Development Rights"). The parties agree to deal with the Development Rights as follows:

(a) Grantor retains two (2) of the two (2) Development Right (one Development Right per legal lot) for the Property, consistent with the following:

- i. The two (2) Development Right retained by Grantor shall apply and relate to the existing residential improvements on the Property, which consists of one (1) residence. Grantor reserves the right to maintain, use, repair, and replace the existing residence on the Property with approval of appropriate governmental agencies and in conformity with Sections 1 and 3 of Exhibit B and all other applicable provisions of this Easement. The Development Right retained by Grantor shall not be used to support or enable the creation of any additional residential uses or units on the Property that exceed the two (2) retained Development Right except as expressly provided in Section 3 of Exhibit B hereto; or
- ii. The remaining balance of the Development Rights and any other development or similar rights that may be or become associated with the Property are hereby extinguished.

12. Termination. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated, extinguished, or vacated (collectively, a "Termination"), whether in whole or in part, by an action by the County Board of Supervisors ("Board") in the same manner as is prescribed for the vacation of public service easements in Part 3 of Division 9 of the Streets and Highways Code, upon consideration of an arbitrator's decision, and conditioned upon receipt of compensation, as described below. All discretionary decisions related to the approval shall remain in the sole discretion of the County Board of Supervisors. As a condition precedent to the County Board of Supervisors' consideration of a requested Termination of this Easement, the proposed Termination shall be submitted by the Grantor or the current owner of the Property, or the County to an arbitration proceeding to evaluate: (i) whether a Termination should be recommended to the County of San Diego's Board of Supervisors because the purpose of the Easement no longer remains viable, and (ii) the amount of the compensation to which County shall be entitled. The requesting party shall pay the costs of the arbitration.

(a) Determining whether the requested Termination should be recommended to the Board due to the non-viability of the Easement shall include, but not be limited to, consideration of: i) whether the Termination is in the public interest; ii) whether the Termination is likely to result in the removal of adjacent lands from commercial agricultural production; iii) whether the Termination is for an alternate use that is consistent with the applicable provisions of the County general plan; iv) whether the Termination will result in discontinuous patterns of urban development; v) whether the conservation purposes can no longer be achieved; vi) whether there is no other available land that is suitable for the use to which it is proposed that the restricted land be put to, or that development of the restricted land would provide more contiguous patterns of urban development than development of proximate unrestricted land; vii) whether the County purchased the Easement to reduce greenhouse gas emissions to meet the requirements of the County's Climate Action Plan; viii) whether the requesting party is offering alternative land to be restricted in lieu of the Easement; and ix) whether the proposed termination would comply with the California Environmental Quality Act and would not have a significant impact on the environment.

(b) The amount of compensation shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13 and must be paid to the County no later than the date of any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to or four (4) years from the date of the Board's decision to approve a Termination of the Easement, whichever is earlier.

13. Compensation. This Easement constitutes a real property interest immediately vested in County. For the purpose of Section 12, the parties stipulate that the Easement has a fair market value determined by multiplying (i) the fair market value of the Property, as determined by a qualified Certified General appraiser with Member Appraisal Institute (MAI) designation from the County's approved appraisal list, by (ii) the ratio of the value of the Easement at the time of this grant to the value of the Property, unencumbered by the Easement, at the time of this grant. The values of the Property shall exclude any amounts attributable to improvements on the Property. For the purposes of this Section, Grantor and County agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement is twenty-two and a half percent (22.50%). This ratio shall remain constant. Grantor or current owner(s) of the Property requesting the termination of the Easement shall pay for the cost of the appraisal.

14. Condemnation. Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by the Easement, Grantor and County shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, the proceeds of which shall be divided in accordance with the proportionate values of Grantor's and County's interests as specified in Section 13, unless otherwise provided by applicable law. All expenses incurred by Grantor and County in such action shall be first paid out of the recovered proceeds.

15. Assignment of County's Interest. County may assign its interest in this Easement only to a "qualified organization," within the meaning of section 170(h) of the Internal Revenue Code, as amended, or any successor provision, and which is authorized to acquire and hold conservation easements under California law.

16. Amendment of Easement. This Easement may be amended only with the written consent of the Grantor and the County. Any such amendment shall be consistent with the purposes of this Easement and with the County's easement amendment policies and shall comply with section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with section 815 et seq. of the Civil Code of California, or any regulations promulgated there under. No amendment shall diminish or affect the perpetual duration or the Purpose of this Easement or the rights of the County under the terms of this Easement.

17. Applicable Law. All uses, practices, specific improvements, construction, or other activities permitted under this Easement shall be in accordance with applicable law and any permits or approvals required thereby.

18. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Future Conveyance. Grantor agrees that reference to this Easement will be made in any subsequent deed or other legal instrument by means of which Grantor conveys any interest in the Property (including, but not limited to, a leasehold interest).


(j) No Governmental Approval. No provision of this Easement shall constitute governmental approval of any specific improvements, construction, or other activities that may be permitted under this Easement.

NOW, THEREFORE,

Signed and Executed this 24<sup>TH</sup> day of JUNE, 2025

WILLIAM E. BOYETT and LYNNE I. BOYETT, as Trustees of THE BOYETT REVOCABLE LIVING TRUST u/d/t January 21, 2015

  
WILLIAM E. BOYETT, Trustee

  
LYNNE I. BOYETT, Trustee

WILLIAM E. BOYETT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

} SS

ON JUNE 24, 2025, BEFORE ME, LAURA L. FREITAS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED

WILLIAM E. BOYETT & LYNNE I. BOYETT

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

JORDAN Z. MARKS  
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY:

  
LAURA L. FREITAS, DEPUTY COUNTY CLERK



## GOVERNMENT CODE 27361.7

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the following is true copy of illegible wording found in the attached document.

SEAL

SAN DIEGO COUNTY, CA

ASSESSOR/RECORDER/COUNTY CLERK

LAURA L. FREITAS, DEPUTY COUNTY CLERK

Simplifile Recording Operations, ICE Mortgage Technology, Inc.

  
\_\_\_\_\_

By: BOBBY ALCANTARA

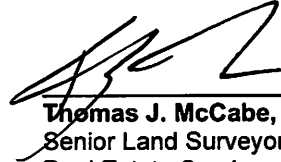
Date: 8/13/2025

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

6/26/2025



\_\_\_\_\_  
**Thomas J. McCabe, PLS**  
Senior Land Surveyor  
Real Estate Services Division  
Department of General Services  
County of San Diego

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

**PARCEL 1 (APN: 185-071-18-00; APN: 185-072-04-00) (LAND ENCUMBERED BY AGRICULTURAL EASEMENT):**

THOSE PORTIONS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, SOUTH  $00^{\circ}08'45''$  WEST 705.61 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER NORTH  $89^{\circ}07'33''$  EAST, 501.93 FEET; THENCE NORTH  $40^{\circ}37'46''$  WEST, 107.78 FEET TO THE BEGINNING OF A TANGENT 237.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $24^{\circ}00'00''$  A DISTANCE OF 99.27 FEET TO A POINT HEREIN DESIGNATED AS POINT "S"; THENCE TANGENT TO SAID CURVE NORTH  $64^{\circ}37'46''$  WEST, 28.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "X"; THENCE NORTH  $25^{\circ}22'14''$  EAST, 10.00 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTH  $64^{\circ}37'46''$  EAST 28.00 FEET TO THE POINT HEREIN DESIGNATED AS POINT "V"; THENCE RETRACING NORTH  $64^{\circ}37'46''$  WEST 28.00 FEET TO THE BEGINNING OF SAID 750.00 FOOT RADIUS CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $32^{\circ}50'59''$  A DISTANCE OF 430.00 FEET TO THE BEGINNING OF A REVERSE 250.00 FOOT RADIUS CURVE; THENCE CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $135^{\circ}28'44''$  A DISTANCE OF 591.14 FEET; THENCE TANGENT TO SAID CURVE SOUTH  $52^{\circ}00'00''$  EAST 123.10 FEET; THENCE NORTH  $53^{\circ}52'46''$  EAST 205.86 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE RETRACING SOUTH  $53^{\circ}52'46''$  WEST 205.86 FEET; THENCE SOUTH  $52^{\circ}00'00''$  EAST 126.90 FEET; THENCE SOUTH  $32^{\circ}13'17''$  EAST 598.82 FEET TO A LINE WHICH BEARS EAST FROM SAID POINT "V"; THENCE EAST 140.33 FEET TO THE EASTERLY LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE ALONG SAID EASTERLY QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE ALONG SAID EASTERLY LINE NORTH  $00^{\circ}29'41''$  WEST, 459.42 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, NORTH  $02^{\circ}05'33''$  EAST, 349.90 FEET TO A LINE WHICH

BEARS NORTH 75°38'07" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 75°38'07" WEST, 415.12 FEET TO THE **TRUE POINT OF BEGINNING**.

**PARCEL 2: (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):**

EASEMENTS AND RIGHTS OF WAY FOR ROAD PURPOSES AND FOR SEWER, WATER, GAS, POWER, AND TELEPHONE LINES AND APPURTENANCES THERETO TO BE USED IN COMMON WITH OTHERS OVER, UNDER, ALONG, AND ACROSS THOSE PORTIONS OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, MORE PARTICULARLY DESCRIBED AS EASEMENT PARCELS "A", "B", "C", "D", AND "E" AS FOLLOWS:

**EASEMENT PARCEL "A":**

A STRIP OF LAND 40.00 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID POINT "Z" HEREINABOVE DESIGNATED IN PARCEL 1; THENCE NORTH 64°37'46" WEST, 128.85 FEET; THENCE NORTH 60°37'46" WEST, 152.79 FEET TO A POINT HEREIN DESIGNATED AS POINT "Y"; THENCE NORTH 59°38'51" WEST, 30.00 FEET.

**EASEMENT PARCEL "B":**

A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID POINT "Y" HEREINABOVE DESIGNATED IN PARCEL "A"; THENCE NORTH 30°21'09" EAST 44.05 FEET; THENCE NORTH 12°37'46" WEST, 46.22 FEET; THENCE NORTH 57°37'46" WEST, 42.76 FEET TO THE BEGINNING OF A TANGENT 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°14'58" A DISTANCE OF 85.30 FEET TO THE WESTERLY LINE OF SAID SECTION 1, SAID EASEMENT TO **TERMINATE** NORTHWESTERLY IN THE WESTERLY LINE OF SAID SECTION 1.

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN PARCEL "A" HEREIN ABOVE DESCRIBED.

**EASEMENT PARCEL "C":**

A STRIP OF LAND 56.00 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID POINT "X" HEREINABOVE DESIGNATED IN PARCEL 1; THENCE NORTH 25°22'14" EAST, 110.00 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 32°50'59" A DISTANCE OF 430.00 FEET TO THE BEGINNING OF A REVERSE 250.00 FOOT RADIUS CURVE; THENCE CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 127°56'20" A DISTANCE OF 558.24 FEET.

**EASEMENT PARCEL "D":**

A STRIP OF LAND 28.00 FEET IN WIDTH, THE SOUTHWESTERLY BOUNDARY OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE EASTERLY TERMINUS OF THE 56.00 FOOT EASEMENT DESCRIBED IN EASEMENT "C" HEREINABOVE, BEING A POINT ON THE ARC OF A 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY A RADIAL LINE OF SAID CURVE BEARS NORTH 30°27'36" EAST TO SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°32'24" A DISTANCE OF 32.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 52°00'00" EAST, 123.10 FEET TO THE MOST WESTERLY CORNER OF PARCEL 1 HEREINABOVE DESCRIBED.

SAID EASEMENT TO **TERMINATE** SOUTHEASTERLY IN THE NORTHWESTERLY LINE OF SAID PARCEL 1 ABOVE.

**EASEMENT PARCEL "E":**

THAT PORTION OF THE EASTERLY 20.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL 1 HEREINABOVE DESCRIBED.

## **EXHIBIT B PERMITTED USES AND PRACTICES**

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted as set forth herein.

1.     **Residential Use.** To reside on the Property.
  
2.     **Agriculture.** To engage in agricultural uses of the Property in accordance with sound, generally accepted agricultural practices that do not threaten or degrade significant natural resources. For the purposes of this Easement, "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; and the processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property, provided that the processing, storage, and sale of any such crops or products that are not food or fiber shall require the consent of County; further provided, however, that such agricultural uses shall not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and that all uses and activities are consistent with applicable laws.
  
3.     **Improvements and Facilities.**
  - (a)     **Maintenance and Repair of Existing Improvements and Facilities.** To maintain and repair existing structures, housing, fences, corrals, roads and other improvements and facilities on the Property.
  - (b)     **Construction of Additional Improvements and Facilities.** Additional improvements and facilities accessory to the residential use of the Property, and additional structures, housing, roads, and other improvements and facilities reasonably necessary to the agricultural uses of the Property, shall be permitted, provided that Grantor obtain the express written approval of County (including any required permits) for the construction of structure, housing, road, or other improvements and facilities, including the size, function, capacity and location, which consent should not be unreasonably withheld, and that such construction is made in accordance with applicable laws. Grantor shall provide County written notice of Grantor's intention to undertake any such construction, together with information on its size, function, capacity, and location, not less than forty-five (45) days prior to the commencement thereof. Additional fencing and corrals deemed by Grantor to be reasonably necessary to ranching and agricultural activities may be constructed without County's consent.
  - (c)     **Replacement of Improvements and Facilities.** In the event of destruction, deterioration, or obsolescence of any structures, housing, fences, corrals, roads, or other improvements and facilities, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this section, Grantor may replace the same with structures, housing, fences, corrals, roads, or other improvements and facilities of similar size, function, capacity, and location.
  
4.     **Water Resources and Impoundments.** To develop and maintain such water resources on the Property as are necessary or convenient for ranching, agricultural, irrigation, and residential uses in a manner consistent with the purpose of this Easement, provided that the creation, alteration or enlargement of any water impoundment shall not damage, impair, or interfere with the Protected Values and that all such water resources shall be developed in accordance with applicable laws.

5. Agrichemicals. To use agrichemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable grazing and agricultural purposes. Such use shall be carefully circumscribed near surface water and during periods of high ground water.

6. Predator Control. To control predatory and problem animals by the use of selective control techniques.

7. Recreational Uses. To utilize the Property for recreational or educational purposes, (including, without limitation, hiking, bicycling, horseback riding, hunting and fishing) that require no surface alternation or other development of the land.

## **EXHIBIT C**

### **PROHIBITED USES AND PRACTICES**

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property:

1. **Impairment of Protected Values.** The impairment of the Protected Values, except as otherwise provided herein.
2. **Commercial or Industrial Use.** The establishment and conduct of commercial or industrial uses or the construction, placing, or erection of any signs or billboards; provided, however, that neither ranching, agriculture, nor the production or processing of food and fiber products as contemplated by the provisions of Exhibit B, shall be considered prohibited commercial or industrial uses. Further provided, however, that County shall have the right in its sole discretion to approve the establishment and conduct of non-agricultural commercial and industrial uses or activities which are compatible with the Protected Values of the Property and which are ancillary and subordinate to the agricultural uses of the Property. Notwithstanding the prohibition above on the placing or erecting of signs, County, in its sole discretion, may also approve signs related to any such commercial or industrial uses approved by County.
3. **Construction.** The construction, reconstruction, or replacement of structures, housing, roads and other improvements and facilities except as provided in Section 11 (a) of this Easement and Section 3 of Exhibit B.
4. **Subdivision.** The division, subdivision, or de facto subdivision of the Property, provided, however, that a lease of a portion of the Property for agricultural use shall not be prohibited by this Section.
5. **Motorized Vehicles.** The use of motorized vehicles and electric bicycles, except by Grantor or others under Grantor's control for agricultural, ranching, or attendant residential use of the Property. Any use of motorized vehicles off of roadways is prohibited except when necessary for agricultural and ranching purposes.
6. **Tree Cutting.** The harvesting or removal of trees; provided, however, that Grantor shall have the right to (i) cut or collect firewood for the heating of ranch and residential facilities on the Property; and (ii) cut or remove trees as reasonably necessary to control insects and diseases, prevent personal injury and property damage, and to allow construction or repair of residential or agricultural facilities. Grantor may also develop and, with the express prior written approval of County, implement a long-range plan for the growing and/or harvesting of trees in a manner that is consistent with the purpose of this Easement.
7. **Dumping.** The dumping or other disposal of wastes, refuse, or debris on the Property, except for organic material generated by permitted agricultural uses on the Property; provided that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted agricultural management practices. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the Property except as reasonably required for the use of the Property for agricultural purposes and in accordance with applicable law.
8. **Soil Degradation.** Ranching, agricultural, or other uses, otherwise permitted under this Easement, which result in significant degradation of soil quality.

9. Water Quality Degradation. Ranching, agricultural, or other uses, otherwise permitted under this Easement, which result in significant degradation of water quality.

10. Surface Alteration or Excavation. Any alteration of the general topography or natural drainage of the Property including, without limitation, the excavation or removal of soil, sand, rock, or gravel, except as may be required for uses on the Property incidental to agricultural uses permitted herein, provided that such materials are taken only from locations and in amounts approved by County.