

07766286

COSD BOARD OF SUPERVISORS
2025 APR 24 AM 10:36

DOC# 2025-0102352

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

Apr 21, 2025 02:13 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

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

PCOR: N/A

PAGES: 5

Madison Prohma
CLERK OF THE BOARD
2025 APR 24 AM 10:36
Office Assistant
confirm trail
mail

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.: 400-310-03

Project: 8505 AMATO DRIVE

W.O. No.: PDS2023-RESALT-01234

Work Task No.: WT - 5073895

R.E.S. Parcel No.: 2025-0050-A

Log No.: E25-015

Jimmy Lieu and Marisa Lieu, husband and wife, as community property with right of survivorship

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. 2025-0050-A

(03-24-2025)

(AEE:GWM)

THAT PORTION OF THE UNNUMBERED LOT OR TRACT LYING SOUTHERLY OF TRACTS 142 AND 143 AND WESTERLY OF TRACTS 129, 132, 133, 136, 137 AND 141 OF EL CAJON VALLEY COMPANY'S LANDS, IN THE

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 289, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 30, 1886, BEING PARCEL 1 AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON SEPTEMBER 13, 2021, AS DOCUMENT NO. 2021-0646723 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.

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
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Project: 8505 AMATO DRIVE

W.O. No.: PDS2023-RESALT-01234

Work Task No.: WT - 5073895

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Log No.: E25-015

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Parcel No. 2025-0050-A

(03-24-2025)

(AEE:GWM)

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COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 289, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 30, 1886, BEING PARCEL 1 AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON SEPTEMBER 13, 2021, AS DOCUMENT NO. 2021-0646723 OF OFFICIAL RECORDS.

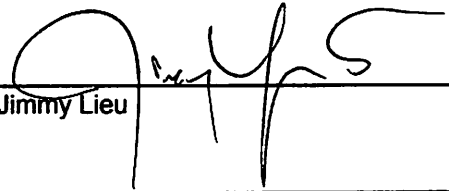
Together with the continuing right to cause or allow in all the airspace above the surface of Grantor's property such noise, vibrations, fumes, dust, fuel particles and other effects as may be caused by or result from the operation of aircraft; it being understood and agreed that Grantee intends to maintain 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.

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 ^{11th JC} April 11, 20 day of April, 20 25.

Jimmy Lieu and Marisa Lieu, husband and wife, as community property with right of survivorship

By: 
Jimmy Lieu

By: 
Marisa Lieu

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 _____ }
COUNTY OF _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

See Attachment

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.

(FOR NOTARY SEAL OR STAMP)

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.

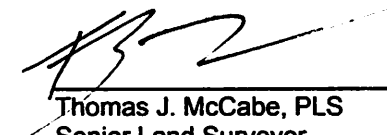
Signature: _____

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

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: 4/21/2025



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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 }

On April 11, 2025 before me, A. Caro Del Castillo, Notary Public,
(Here insert name and title of the officer)

personally appeared Jimmy Lieu and Marisa Lieu,
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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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

DOC# 2025-0114042



77963

May 01, 2025 08:36 AM

OFFICIAL RECORDS

JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PCOR: N/A

PAGES: 3

2025 MAY 3 10:48

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.: 400-322-22

Project: MERRILL DRIVE

W.O. No.: Manded 1027512-2025-0064

Work Task No.: WT - 5080259

R.E.S. Parcel No.: 2025-0064-A

Log No.: E25-025

Rafael Baltierrez and Asucena Baltierrez, Husband and Wife as Joint Tenants

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. 2025-0064-A

(04-21-2025)

(GWM)

ALL THAT PORTION OF THE UNNUMBERED LOT OR TRACT LYING SOUTHERLY OF TRACTS 142, 143 AND WESTERLY OF TRACTS 129, 132, 133, 136, 137 AND 141 OF EL CAJON VALLEY COMPANY'S LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 289, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 30, 1886, AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON AUGUST 30, 2016, AS DOC# 2016-0449036 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.

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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 28 day of April, 2025.

Rafael Baltierrez and Asucena Baltierrez, Husband and Wife as Joint Tenants

BY:

Rafael Baltierrez

BY:

Asucena Baltierrez

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 April 28, 2025 before me, Diane Evans, a Notary Public,
personally appeared Rafael Baltierrez and Asucena Baltierrez

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.

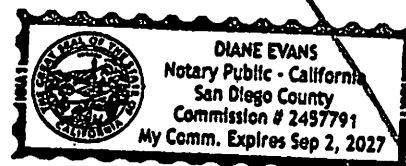
(FOR NOTARY SEAL OR STAMP)

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: Diane Evans

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



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(MAIL STATION A45)

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

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.: 400-322-22

Project: MERRILL DRIVE

W.O. No.: Manded 1027512-2025-0064

Work Task No.: WT - 5080259

R.E.S. Parcel No.: 2025-0064-A

Log No.: E25-025

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Parcel No. 2025-0064-A

(04-21-2025)

(GWM)

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Executed this 28 day of April, 2025.

Rafael Baltierrez and Asucena Baltierrez, Husband and Wife as Joint Tenants

BY: *Rafael Baltierrez*
Rafael Baltierrez

BY: *Asucena Baltierrez*
Asucena Baltierrez

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STATE OF California }
COUNTY OF San Diego } SS

On April 28, 2025 before me, Diane Evans, a Notary Public,
personally appeared Rafael Baltierrez and Asucena Baltierrez

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.

(FOR NOTARY SEAL OR STAMP)

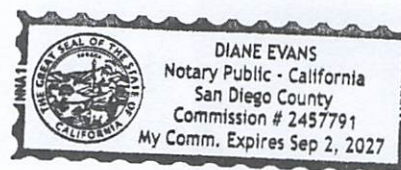
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Diane Evans*

Diane Evans

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



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: _____

5/1/2025

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

Chicago Title Commercial Services

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SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

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THIS INSTRUMENT TO:

(MAIL STATION A45)

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

Title Order # FBSC2402021

DOC# 2025-0089260



Apr 08, 2025 11:48 AM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB 2 Atkins: \$0.00)

PCOR 31/A PAGES: 17

Handwritten notes:
MAY 1 2025
COUNTY CLERK
JORDAN Z. MARKS
PCOR 31/A

7796298

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.: 101-361-03-00

Project: PACE PROGRAM

Work Task No.: 4026709

R.E.S. Parcel No.: 2024-0148-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 KURT E. BANTLE and JENNIFER L. BANTLE, Co-Trustees of the KURT AND JENNIFER BANTLE REVOCABLE LIVING TRUST REVOCABLE LIVING TRUST, dated 12/20/2018 (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 Number 101-361-03-00, 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.

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

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Title Order # FBSC2402021

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.: 101-361-03-00

Project: PACE PROGRAM

Work Task No.: 4026709

R.E.S. Parcel No.: 2024-0148-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 KURT E. BANTLE and JENNIFER L. BANTLE, Co-Trustees of the KURT AND JENNIFER BANTLE REVOCABLE LIVING TRUST REVOCABLE LIVING TRUST, dated 12/20/2018 (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 Number 101-361-03-00, 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.

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 November 1, 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 1 single-family residential dwelling unit (the "Development Rights"). The parties agree to deal with the Development Rights as follows:

(a) Grantor retains one (1) of the one (1) Development Right per legal lot for the Property, consistent with one of the following:

- i. The one (1) Development Right retained by Grantor shall apply and relate to the existing residential improvements on the Property, which consists of zero (0) 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 one (1) retained Development Right except as expressly provided in Section 3 of Exhibit B hereto; or
- ii. In the case where there is no current residence, the Grantor retains one (1) Development Right for one (1) future residence. Grantor reserves the right to construct, maintain, use, repair, and replace the potential one (1) future 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 one (1) retained Development Right except as expressly provided in Section 3 of Exhibit B hereto.

- iii. 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 13, 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

five (25%). 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 03 day of March, 2025

Grantor: KURT E. BANTLE and JENNIFER L. BANTLE, Co-Trustees of the KURT AND JENNIFER BANTLE REVOCABLE LIVING TRUST REVOCABLE LIVING TRUST, dated 12/20/2018


KURT E. BANTLE


JENNIFER L. BANTLE

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

STATE OF California }
COUNTY OF San Diego } SS

On March 03, 2025 before me, Anarizza Caliguiran Fabian, a Notary Public,
personally appeared Kurt E. Bantle and Jennifer L. Bantle

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.

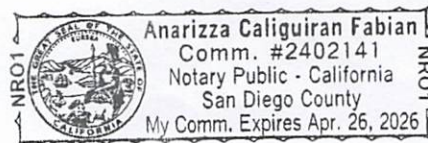
WITNESS my hand and official seal.

Signature: _____

Anarizza Caliguiran Fabian

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

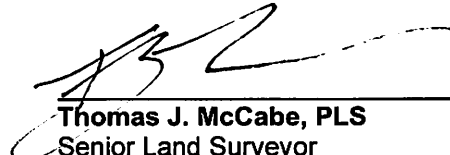
(FOR NOTARY SEAL OR STAMP)



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: 3/10/2025



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 IN COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A (LAND ENCUMBERED BY AGRICULTURAL EASEMENT):

PARCEL 4 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 6895, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 1978.

EXCEPTING THEREFROM 1/16TH OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS CONTAINED IN SAID LAND AS RESERVED IN PATENT FROM THE STATE OF CALIFORNIA.

PARCEL B (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

AN EASEMENT AND RIGHT OF WAY FOR ROAD WAY PURPOSES ALONG THE EXISTING ROAD WAY LYING WITHIN THE LANDS OWNED BY THE FALLBROOK PUBLIC UTILITY DISTRICT AS OF THE DATE OF MARCH 26, 1974, SAID ROAD WAY BEING 24.00 FEET IN WIDTH IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS:

THE EXISTING ROAD WAY BEGINNING AT THE NORTHERLY TERMINATION OF SAN DIEGO COUNTY ROAD A-2 IN LOT 1 OF SAID SECTION 1, AND CONTINUING IN A GENERALLY NORTHERLY DIRECTION THROUGH SAID SECTION 1 TO THE MOST NORTHERLY LINE OF THE LANDS OWNED BY SAID FALLBROOK PUBLIC UTILITY DISTRICT AS OF SAID DATE OF MARCH 26, 1974.

EXCEPTING THEREFROM ANY PORTION THEREOF NOT LYING WITHIN THE BOUNDARIES OF SAID SECTION 1.

PARCEL C (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES LYING WITHIN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 60.00 FEET IN WIDTH LYING 30.00 FEET ON EACH SIDE OF SANDIA CREEK DRIVE AS SAID CENTER LINE IS SHOWN ON RECORD OF SURVEY MAP NO. 8079, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1976.

SPECIFICALLY EXCEPTING THEREFROM THOSE PORTIONS LYING OUTSIDE THE BOUNDARY LINES OF SAID SECTION 36 AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 8079.

PARCEL D (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES ACROSS THOSE PORTIONS OF PARCELS 2 AND 4 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 6683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 22, 1977, WHICH ARE DESIGNATED ON SAID PARCEL MAP AS "EXISTING 40' PRIVATE ROAD EASEMENT."

PARCEL E (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

THAT CERTAIN 60.00 FOOT EASEMENT AND RIGHT OF WAY FOR ROAD WAY PURPOSES ALONG THE EXISTING ROAD WAY LYING WITHIN THE BOUNDARIES OF THE LAND OWNED BY THE FALLBROOK PUBLIC UTILITY DISTRICT AS DESCRIBED IN EASEMENT DEED TO JON B. MEDLYN, ET AL, RECORDED OCTOBER 21,

1977 AS FILE NO. 77-435236 OF OFFICIAL RECORDS, SAID LAND BEING WITHIN THE SOUTH HALF OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL F (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES ACROSS THOSE PORTIONS OF PARCELS 1,2 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 6895, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 1978, WHICH ARE DESIGNATED ON SAID PARCEL MAP AS "PROPOSED 40 FOOT PRIVATE ROAD EASEMENT."

PARCEL G (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 40.00 FEET IN WIDTH, LYING WITHIN PARCELS 1, 2, 3 AND 4, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 6895, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 1978, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 6895; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, NORTH 89° 41' 22" WEST, 490.00 FEET TO AN ANGLE IN SAID LINE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT NORTH 60° 02' 37" WEST, 168.52 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF A 40.00 FOOT ROAD EASEMENT AS SHOWN ON SAID MAP AND DESCRIBED IN DOCUMENT NO. 77-483349, RECORDED NOVEMBER 22, 1977 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAID INTERSECTION BEING ON A 300.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND TO WHICH A RADIAL BEARS NORTH 53° 58' 54" EAST; THENCE ALONG SAID CENTER LINE SOUTHEASTERLY 27.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 17' 10"; THENCE CONTINUING ALONG SAID CENTER LINE TANGENT TO SAID CURVE SOUTH 30° 43' 56" EAST, 64.18 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 84.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 18' 45"; THENCE TANGENT TO CURVE SOUTH 63° 02' 41" EAST, 234.05 FEET TO THE BEGINNING OF A 110.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 30.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 07' 18" TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID CENTER LINE OF A NON-TANGENT LINE NORTH 17° 32' 43" EAST, 56.20 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY 55.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105° 21' 59"; THENCE TANGENT TO SAID CURVE NORTH 87° 49' 16" WEST, 22.56 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 89.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 128° 47' 43"; THENCE TANGENT TO SAID CURVE NORTH 40° 58' 27" EAST, 122.75 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY AND NORTHERLY 44.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 06' 12"; THENCE TANGENT TO SAID CURVE NORTH 10° 07' 45" WEST, 33.27 FEET TO THE BEGINNING OF AN 80.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY 42.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 11' 03"; THENCE TANGENT TO SAID CURVE NORTH 20° 03' 18" EAST, 42.09 FEET TO THE BEGINNING OF AN 80.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 69.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 48' 42"; THENCE TANGENT TO SAID CURVE NORTH 69° 52' 00" EAST, 4.43 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY 107.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 36' 13"; THENCE TANGENT TO SAID CURVE NORTH 45° 15' 47" EAST, 37.08 FEET TO THE BEGINNING OF A 90.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY AND NORTHERLY 63.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 06' 25"; THENCE TANGENT TO SAID CURVE NORTH 05° 09' 22" EAST, 33.83 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY 81.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 29' 16"; THENCE

TANGENT TO SAID CURVE NORTH 20° 38' 38" EAST, 2.88 FEET TO THE BEGINNING OF A 275.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY 97.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 21' 32" TO A POINT WHICH IS 20.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID PARCEL MAP; THENCE TANGENT TO SAID CURVE NORTH 00° 17' 06" EAST, PARALLEL WITH SAID EAST LINE 323.99 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY 132.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 12' 45".

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT LAND DESCRIBED IN DOCUMENT RECORDED NOVEMBER 22, 1977 AS DOCUMENT NO. 77-483349, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, IN THE STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID PARCEL 4 OF PARCEL MAP NO. 6895.

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. Subject to previously granted and recorded rights, 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.

CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

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

Title Order # 00118291

67A6287

DOC# 2025-0068977



Mar 18, 2025 02:52 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

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

PAGES: 4

2025 APR 1 10 10 AM
SAN DIEGO COUNTY RECORDER
JORDAN Z. MARKS

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-22

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687
Parcel No.: 2015-0019-ABC
Fund.: PWR-00430

**ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES
OF THE LACSON FAMILY TRUST DATED MAY 31, 2017**

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0019-A

(07.19.2018)

(PET:TJM:pet)

THAT PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, INCLUDED IN THAT LAND DESCRIBED IN DEED TO ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES OF THE LACSON FAMILY TRUST, RECORDED ON JULY 12, 2017 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DOC. NO. 2017-0314574 (LACSON'S LAND), LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

Parcel No. 2015-0019-B

(01.19.2021)

(TJM:WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID LACSON'S LAND, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 47.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF PARCEL NO. 2015-0019-A DESCRIBED ABOVE.

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID

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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San Diego, California 92101

Title Order # 00118291

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-22

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687
Parcel No.: 2015-0019-ABC
Fund.: PWR-00430

**ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES
OF THE LACSON FAMILY TRUST DATED MAY 31, 2017**

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0019-A

(07.19.2018)

(PET:TJM:pet)

THAT PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, INCLUDED IN THAT LAND DESCRIBED IN DEED TO ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES OF THE LACSON FAMILY TRUST, RECORDED ON JULY 12, 2017 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DOC. NO. 2017-0314574 (LACSON'S LAND), LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

Parcel No. 2015-0019-B

(01.19.2021)

(TJM:WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID LACSON'S LAND, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 47.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0019-A** DESCRIBED ABOVE.

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID

EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION OF SAID EASEMENT, TO OTHER PUBLIC AGENCIES. THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS: GRADING, EXCAVATION, PLACEMENT OF SOIL, SAND, ROCK, GRAVEL OR OTHER MATERIALS, CONSTRUCTION, ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE, VEHICULAR ACTIVITIES, TRASH DUMPING OR ANY OTHER USE NOT CONSISTENT WITH A SLOPE, EXCAVATION, EMBANKMENT, DRAINAGE, IRRIGATION AND LANDSCAPING PURPOSES, EXCEPT AS PERMITTED BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

Parcel No. 2015-0019-C

(01.19.2021)

(TJM:WAR:tjm)

A TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY UPON, THROUGH, UNDER, OVER AND ACROSS THE HEREINAFTER DESCRIBED REAL PROPERTY FOR THE RECONSTRUCTION OF UTILITY LATERALS, RECONNECTING PRIVATE IMPROVEMENTS, AND FOR ANY OTHER OPERATIONS NECESSARY AND INCIDENT TO THE CONSTRUCTION OF A PUBLIC HIGHWAY KNOWN AS COLE GRADE ROAD, WITH THE RIGHT TO GRADE, PLACE OR REMOVE SOIL, EQUIPMENT AND OTHER MATERIALS WITHIN SAID RIGHT-OF-WAY AND TO USE THE SAME IN SUCH MANNER AND AT SUCH LOCATIONS AS SAID GRANTEE MAY DEEM PROPER, NEEDFUL OR NECESSARY IN THE IMPROVEMENT OF SAID PUBLIC HIGHWAY OR STRUCTURES APPURTENANT THERETO.

THAT PORTION OF SAID LACSON'S LAND, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 57.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

TOGETHER WITH THE SOUTH 18.60 FEET OF THE WEST 102.00 FEET OF SAID LACSON'S LAND, SAID WEST 102.00 FEET BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0019-B** DESCRIBED ABOVE.

THIS TEMPORARY CONSTRUCTION EASEMENT WILL BE IN EFFECT FOR TWELVE MONTHS BEGINNING UPON COMMENCEMENT OF CONSTRUCTION OF SAID PUBLIC HIGHWAY ON GRANTOR'S PROPERTY, AND MAY BE EXTENDED AS NEEDED, ON A MONTH-BY-MONTH BASIS THEREAFTER. IN ANY EVENT THIS EASEMENT WILL TERMINATE ON COMPLETION OF CONSTRUCTION ON GRANTOR'S PROPERTY.

RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

Dated this 26th day of May, 2022.

LACSON FAMILY TRUST: Dated May 31, 2017;

Ernani Morena Lacson ^{TRUSTEE}
ERNANI MORENA LACSON, Trustee
 of the Lacson Family Trust Dated
 May 31, 2017

Perciviranda Espiritu Lacson ^{TRUSTEE}
PERCIVIRANDA ESPIRITU LACSON, Trustee
 of the Lacson Family Trust Dated May 31, 2017

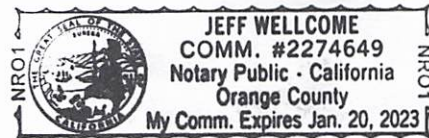
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 COUNTY OF SAN DIEGO } SS

On MAY 26, 2022 before me, Jeff Wellcome, a Notary Public,
 personally appeared ERNANI MORENA LACSON AND PERCIVIRANDA
ESPIRITU LACSON

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.

(FOR NOTARY SEAL OR STAMP)



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

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: 1-11-2023



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

CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

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
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(MAIL STATION A45)

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

Title Order # 00118291

DOC# 2025-0068976



Mar 18, 2025 02:52 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

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

PAGES: 9

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

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

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 133-351-22

Project: Cole Grade Rd.

Work Task No.: PWR-00430

R.E.S. Parcel No.: 2015-0019-A, -B, -C

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), Home Point Financial Corporation, ("Lender"), "MERS" Mortgage Electronic Systems, Inc. ("Beneficiary") and Ernani M. Lacson and Perciviranda Lacson, husband and wife, as joint tenants ("Borrower").

RECITALS

1. A Deed of Trust, dated April 9, 2020, with Borrower as Trustor, "MERS" Mortgage Electronic Systems, Inc. as beneficiary, and Home Point Financial Corporation, as lender was recorded on April 14, 2020 as Document No. 2020-0188444 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records"); and
2. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security; and
3. Owner has executed and delivered to County, as grantee, the Easement for County Highway ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement.
4. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

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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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

Title Order #00118291

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

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

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 133-351-22

Project: Cole Grade Rd.

Work Task No.: PWR-00430

R.E.S. Parcel No.: 2015-0019-A, -B, -C

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), Home Point Financial Corporation, ("Lender"), "MERS" Mortgage Electronic Systems, Inc. ("Beneficiary") and Ernani M. Lacson and Perciviranda Lacson, husband and wife, as joint tenants ("Borrower").

RECITALS


1. A Deed of Trust, dated April 9, 2020, with Borrower as Trustor, "MERS" Mortgage Electronic Systems, Inc. as beneficiary, and Home Point Financial Corporation, as lender was recorded on April 14, 2020 as Document No. 2020-0188444 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records"); and
2. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security; and
3. Owner has executed and delivered to County, as grantee, the Easement for County Highway ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement.
4. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

Dated this 27th day of Jan, 2020-0225-A
2025.

Lender - Mortgage Electronic Registration Systems, Ins., as nominee for Home Point Financial Corporation its successors and/or assigns

By: 
Name Title
Michael Knaack Asst. Secretary

By: 
Name Title
Erica D. Tracy Asst. Secretary

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 Indiana)
COUNTY OF Hamilton) } SS

On Jan 27th, 2025 before me, Heather Marie Diaz, a Notary
Public, personally appeared Michael Knaack & Erica D. Tracy

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: 
Heather Marie Diaz Hamilton Cty, Indiana
Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)



Dated this 15th day of June, 2023.

Trustor

By: [Signature]
Ernani Morena LACSON A.K.A Ernani M. LACSON

By: [Signature]
Perciviranda Espiritu LACSON

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 15, 2023 before me, Jeff Wellcome, a Notary Public, personally appeared Ernani Morena LACSON AND Perciviranda Espiritu LACSON

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.

(FOR NOTARY SEAL OR STAMP)

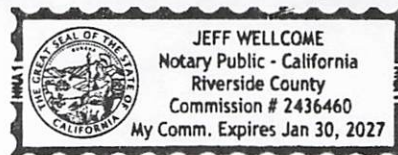
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Jeff Wellcome

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



Dated this 29th day of November, 2023.

County of San Diego,
a political subdivision of the State of California

By: Krista Ellis

Marko Medved, P.E., CEM
Director, Department of General Services
By: Krista Ellis

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)

ON _____, 20____ BEFORE ME, _____,
DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED _____,
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: _____

_____, DEPUTY COUNTY CLERK

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)

ON NOV. 29, 2023 BEFORE ME, ANNA BAILON, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED Krista Ellis

_____, 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 AUTHORIZED CAPACITY, AND THAT BY HIS 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: Anna Bailon
ANNA BAILON, DEPUTY COUNTY CLERK



ATTACHMENT 1

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

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(MAIL STATION A45)

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San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-22

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687

Parcel No.: 2015-0019-ABC

Fund.: PWR-00430

**ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES
OF THE LACSON FAMILY TRUST DATED MAY 31, 2017**

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0019-A

(07.19.2018)

(PET:TJM:pet)

THAT PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, INCLUDED IN THAT LAND DESCRIBED IN DEED TO ERNANI MORENA LACSON AND PERCIVIRANDA ESPIRITU LACSON, TRUSTEES OF THE LACSON FAMILY TRUST, RECORDED ON JULY 12, 2017 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DOC. NO. 2017-0314574 (LACSON'S LAND), LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

Parcel No. 2015-0019-B

(01.19.2021)

(TJM:WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID LACSON'S LAND, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 47.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0019-A** DESCRIBED ABOVE.

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID

2015-0019-ABC

EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION OF SAID EASEMENT, TO OTHER PUBLIC AGENCIES. THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS: GRADING, EXCAVATION, PLACEMENT OF SOIL, SAND, ROCK, GRAVEL OR OTHER MATERIALS, CONSTRUCTION, ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE, VEHICULAR ACTIVITIES, TRASH DUMPING OR ANY OTHER USE NOT CONSISTENT WITH A SLOPE, EXCAVATION, EMBANKMENT, DRAINAGE, IRRIGATION AND LANDSCAPING PURPOSES, EXCEPT AS PERMITTED BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

Parcel No. 2015-0019-C

(01.19.2021)

(TJM:WAR:tjm)

A TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY UPON, THROUGH, UNDER, OVER AND ACROSS THE HEREINAFTER DESCRIBED REAL PROPERTY FOR THE RECONSTRUCTION OF UTILITY LATERALS, RECONNECTING PRIVATE IMPROVEMENTS, AND FOR ANY OTHER OPERATIONS NECESSARY AND INCIDENT TO THE CONSTRUCTION OF A PUBLIC HIGHWAY KNOWN AS COLE GRADE ROAD, WITH THE RIGHT TO GRADE, PLACE OR REMOVE SOIL, EQUIPMENT AND OTHER MATERIALS WITHIN SAID RIGHT-OF-WAY AND TO USE THE SAME IN SUCH MANNER AND AT SUCH LOCATIONS AS SAID GRANTEE MAY DEEM PROPER, NEEDFUL OR NECESSARY IN THE IMPROVEMENT OF SAID PUBLIC HIGHWAY OR STRUCTURES APPURTENANT THERETO.

THAT PORTION OF SAID LACSON'S LAND, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 57.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

TOGETHER WITH THE SOUTH 18.60 FEET OF THE WEST 102.00 FEET OF SAID LACSON'S LAND, SAID WEST 102.00 FEET BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0019-B** DESCRIBED ABOVE.

THIS TEMPORARY CONSTRUCTION EASEMENT WILL BE IN EFFECT FOR TWELVE MONTHS BEGINNING UPON COMMENCEMENT OF CONSTRUCTION OF SAID PUBLIC HIGHWAY ON GRANTOR'S PROPERTY, AND MAY BE EXTENDED AS NEEDED, ON A MONTH-BY-MONTH BASIS THEREAFTER. IN ANY EVENT THIS EASEMENT WILL TERMINATE ON COMPLETION OF CONSTRUCTION ON GRANTOR'S PROPERTY.

RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

2015-0019-ABC

Dated this _____ day of _____, 20_____.

LACSON FAMILY TRUST:

ERNANI MORENA LACSON, Trustee

PERCIVIRANDA ESPIRITU LACSON, Trustee

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 _____ }
COUNTY OF _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

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.

(FOR NOTARY SEAL OR STAMP)

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: _____

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

2015-0019-ABC

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: _____

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