

**ATTACHMENT B – MSCP CONSISTENCY
REVIEW AGREEMENT FOR MAR VISTA
ISLAND ANNEXATION**

RECORDING REQUESTED BY:
CITY OF VISTA

WHEN RECORDED MAIL TO:

CITY OF VISTA
200 CIVIC CENTER DRIVE
VISTA, CA 92084-6275
ATTN: CITY CLERK

Fee Exempt: Government Code Section 27383

MSCP CONSISTENCY REVIEW AGREEMENT FOR MAR VISTA ISLAND ANNEXATION

This Multiple Species Conservation Program (MSCP) Consistency Review Agreement for the Mar Vista Island Annexation (Agreement) is made and entered into as of the _____ day of _____, 2023, by and among the City of Vista, a chartered municipal corporation (City); the County of San Diego, a political subdivision of the State of California (County); the United States Fish and Wildlife Service, an agency of the U. S. Department of the Interior (USFWS); and the California Department of Fish and Wildlife, a subdivision of the California Resources Agency of the State of California (CDFW), herein collectively referred to as the Parties. The Agreement defines the Parties' responsibilities and obligations and provides a common understanding of actions that will be undertaken for the conservation of the proposed Covered Species in the Draft North County Multiple Species Conservation Plan (NC MSCP), as defined herein, and their habitats in the review of the Mar Vista Island annexation application involving unincorporated lands located within the Draft NC MSCP.

RECITALS

WHEREAS, the City has applied to the San Diego Local Agency Formation Commission (LAFCO) to annex an unincorporated island consisting of 109 parcels totaling approximately 143 acres (Property), which is located within the City's Sphere of Influence, from the unincorporated County into the City to create a more logical City boundary. The proposed unincorporated parcels are zoned A-70 (Agriculture) with a General Plan Designation of SR-1 (Semi-Rural Residential, 1 unit per 1, 2, or 4 gross acres); and

WHEREAS, the Property, as depicted in Exhibit A, is within the geographic area proposed to be addressed in the County's Draft NC MSCP, and the County, USFWS and CDFW entered into a *Planning Agreement Regarding the North and East County Multiple Species Conservation Program Plans, Natural Community Conservation Program Plans and Habitat Conservation Plans*, as revised and amended March 2021 (Planning Agreement); and

WHEREAS, Section 6.8.3 of the Planning Agreement addresses the annexation of lands and requires any annexing jurisdiction to enter into an MSCP consistency review agreement with the County, USFWS, and CDFW. The purpose of an MSCP consistency review agreement is to ensure that the proposed annexation will not jeopardize the Draft NC MSCP; and

WHEREAS, approval by LAFCO of the annexation of the Property into the City is conditioned upon the execution of a MSCP consistency review agreement, such as this Agreement, between the Parties; and

WHEREAS, this Agreement describes the City's obligation to ensure that any development of annexed lands proceeds in accordance with the Preliminary Conservation Goals set out in Section 5 of the Planning Agreement, as further set forth in this Agreement; and

WHEREAS, the City shall record this Agreement in the County recorder's office, and this Agreement shall run with the land; and

WHEREAS, the County has continued development of the Draft NC MSCP with USFWS and CDFW as a joint Habitat Conservation Plan/Natural Community Conservation Plan.

NOW, THEREFORE, the Parties enter into this Agreement on the terms and subject to the conditions as set forth herein.

AGREEMENT

SECTION 1. DEFINITIONS

- A. Annexation Application – means a formal application submitted to LAFCO by the City for the annexation of County lands into the City.
- B. CDFW – means the California Department of Fish and Wildlife.
- C. CEQA – means the California Environmental Quality Act, Public Resources Code, Section 21000, *et seq.*
- D. CESA – means the California Endangered Species Act, California Fish and Game Code, Section 2050, *et seq.*
- E. City – means the government of the City of Vista.
- F. Contiguous Land – means unincorporated territory located under the jurisdiction of the County that is not surrounded by incorporated territory.
- G. County – means the government of the County of San Diego.
- H. County Island – means unincorporated territory located under the jurisdiction of the County that is completely surrounded by lands under the jurisdiction of the City or adjacent cities. For the purpose of this Agreement, County Islands are depicted in Exhibit B.
- I. Covered Species – means those listed and non-listed species the County has included in the Draft NC MSCP.
- J. Effective Date – means that date by which all Parties to this Agreement have signed it.
- K. ESA – means the Federal Endangered Species Act, 16 United States Code Section 1530, *et seq.*
- L. LAFCO – means the San Diego Local Agency Formation Commission
- M. Mar Vista Island Annexation – means the application submitted to LAFCO to annex an unincorporated island consisting of 109 parcels totaling approximately 143 acres located within the City of Vista's Sphere of Influence, from the unincorporated County into the City of Vista.
- N. NC MSCP – means the Draft North County Multiple Species Conservation Plan.

- O. Parties – includes the City, County, CDFW, and USFWS.
- P. Planning Area – means the geographic area proposed to be addressed in the NC MSCP.
- Q. Planning Agreement – is the agreement signed by the County, CDFW and USFWS that defines the goals and obligations in the development of the NC MSCP.
- R. Preserve – means proposed Preserve Areas or Priority Conservation Areas identified in the Draft NC MSCP.
- S. Project – means the Mar Vista Island Annexation.
- T. USFWS – means the United States Fish and Wildlife Service.

SECTION 2. PURPOSES

A. To ensure the annexation meets the criteria in section 6.8.3 of the Planning Agreement, including that the annexation will not jeopardize the buildout of the preserve or the coverage of species or compromise viable habitat linkages within the Draft NC MSCP Planning Area and that any development of the annexed lands is consistent with the Preliminary Conservation Goals outlined in section 5 of the Planning Agreement.

B. To ensure that the Mar Vista Island Annexation Application is properly evaluated and mitigated consistent with the Draft NC MSCP, and any resulting responsibilities for ongoing maintenance and enforcement of the terms of the resulting biological mitigation are followed consistent with the Planning Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES

A. COUNTY.

1. County agrees that the annexation of the Property in accordance with this Agreement satisfies the requirements of section 6.8.3 of the Planning Agreement and that it specifically will not jeopardize the buildout of the Draft North County Multiple Species Conservation Program Plan Preserve Area or coverage of species within the Planning Area, that it will not compromise viable habitat linkages within the proposed Preserve Area, and that any development of the annexed lands will proceed in accordance with the Preliminary Conservation Goals set out in section 5 of the Planning Agreement.

B. CITY.

1. City agrees that any development of the annexed Property shall proceed in accordance with the Preliminary Conservation Goals set out in section 5 of the Planning Agreement, and City shall be responsible for the ongoing maintenance and enforcement of the terms of the Planning Agreement as they relate to the annexed land.

C. CDFW

1. CDFW agrees that the annexation of the Property in accordance with this Agreement satisfies the requirements of section 6.8.3 of the Planning Agreement and that it specifically will not jeopardize the buildout of the Draft North County Multiple Species Conservation Program Plan Preserve Area or coverage of species within the Planning Area, that it will not compromise viable habitat linkages within the proposed Preserve Area, and that any development of the annexed lands will

proceed in accordance with the Preliminary Conservation Goals set out in section 5 of the Planning Agreement.

D. USFWS

1. USFWS agrees that the annexation of the Property in accordance with this Agreement satisfies the requirements of section 6.8.3 of the Planning Agreement and that it specifically will not jeopardize the buildout of the Draft North County Multiple Species Conservation Program Plan Preserve Area or coverage of species within the Planning Area, that it will not compromise viable habitat linkages within the proposed Preserve Area, and that any development of the annexed lands will proceed in accordance with the Preliminary Conservation Goals set out in section 5 of the Planning Agreement.

SECTION 4. MAR VISTA ISLAND ANNEXATION

A. The proposed Mar Vista Island Annexation satisfies the requirements of section 6.8.3 because it will not jeopardize the buildout of the Draft NC MSCP Preserve Area or coverage of species within the Planning Area, and it will not compromise viable habitat linkages within the proposed Preserve Area for the following reasons:

1. The Mar Vista Island Annexation project area consists of 109 privately owned parcels and public right-of-way comprising public streets and associated public facilities. The project area is zoned for single-family residential use on one-acre parcels with private parcels ranging in size from approximately 0.5 acre to 3.9 acres. The project area is developed with a combination of single-family homes, agricultural uses and accessory structures (please refer to aerial photograph of project area included as Exhibit A). The project area does not include any contiguous areas of native vegetation or undisturbed areas that could qualify as conservation lands.

2. The proposed Preserve included in the Draft NC MSCP does not include any property located within the Mar Vista Island Annexation project area and the Mar Vista Island project area is not located adjacent to or connected to the Preserve.

3. No development is proposed as part of the Mar Vista Island Annexation. The subject application is purely for the purpose of a jurisdictional change and does not contemplate any land disturbance activities that would result in biological impacts.

B. The Mar Vista Island Annexation is consistent with the Preliminary Conservation Goals outlined in Section 5 of the Planning Agreement for the following reasons:

1. The Project proposes a jurisdictional boundary change and does not include any proposal to grade, develop or otherwise disturb the land within the project area. The Project area is developed with a combination of single-family homes, agricultural uses and accessory structures. No protected or listed species of concern, native habitats, or sensitive ecosystems have been identified within the Mar Vista Island Annexation project area.

2. The Project proposes no development and therefore, would not impact any threatened, endangered, or other special status plant or animal species.

3. The Project would not increase the need to list additional plant or animal species as no listed species are located within the project area and no development or disturbance is proposed.

4. The Project would not impact the ability to identify and designate biologically sensitive habitat areas because the project area is fully developed (refer to Exhibit A) and does not include biologically sensitive habitat areas.

5. The Project would not impact the ability to preserve habitat and contribute to the recovery of Covered Species because the project area does not include biologically sensitive habitat areas and no Covered Species are known to exist in the project area.

6. The Project would not require the establishment of specific goals and objectives for habitat connectivity, management and monitoring, or funding to address habitat conservation within the project area since the entirety of the Mar Vista Island Annexation area is developed and/or disturbed.

SECTION 5. RECORDATION

Upon its effective date, the City shall cause this Agreement to be recorded with the San Diego County Recorder's Office.

SECTION 6. SUCCESSORS AND ASSIGNS

This Agreement and each of its rights, obligations, covenants, and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

SECTION 7. RECITALS AND EXHIBITS

All recitals and Exhibits of this Agreement are incorporated herein and are part of this Agreement.

SECTION 8. ATTORNEY'S FEES

If any action at law or equity, including any action for declaratory relief, is brought by City, County, or a private applicant against one another with respect to, or arising out of, this Agreement, each party to the litigation shall bear its own attorneys' fees and costs.

SECTION 9. DUPLICATE ORIGINALS

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the Parties.

SECTION 10. AVAILABILITY OF FUNDS

1. Federal Funds – Implementation of this Agreement by USFWS is subject to the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that USFWS will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

2. State Funds – Implementation of this Agreement by CDFW is subject to the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the Treasury of the State of California. The Parties acknowledge that CDFW will not be required under this Agreement to expend any State of

California agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

SECTION 11. NOTICE

Any notice permitted or required by this Agreement shall be delivered personally to the persons set forth below and shall be given five days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing:

City of Vista
200 Civic Center Drive
Vista, CA 92084
Attn: Community Development Director

County of San Diego
5510 Overland Avenue, Suite 310
San Diego, CA 92123
Attn: Director of Planning & Development Services

U.S. Fish and Wildlife Service
2177 Salk Avenue, Suite 250
Carlsbad, CA 92008
Attn: Field Supervisor

California Department of Fish and Wildlife
3883 Ruffin Road
San Diego, CA 92123
Attn: Regional Manager

SECTION 12. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by the other Party or anyone acting of behalf of the other Party that is not embodied herein. This Agreement does not supersede any agreement or portion of an agreement between Parties with respect to any other subject matter.

SECTION 13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the ESA and CESA and other applicable federal and State of California laws.

SECTION 14. THIRD PARTY BENEFICIARIES

This Agreement shall not be deemed to confer any rights upon any individual or entity that is not a Party hereto. The Parties hereto expressly disclaim any such third-party benefit.

SIGNATURES

NOTE: A CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGMENT MUST BE ATTACHED FOR ALL SIGNATURES BELOW



Patsy Chow
Acting Community Development Director
City of Vista



Jonathan Snyder
~~Field Supervisor~~ Assistant Field Supervisor
U.S. Fish and Wildlife Service



Clerk of the Board of Supervisors
County of San Diego

~~Karen Drewe~~ David Mayer
~~Regional Manager~~ Environmental Program Manager
California Department of Fish and Wildlife

SEE ATTACHED FOR NOTARIZATION

Approved As to Form and Legality
County Counsel

By: _____
Senior Deputy

EXHIBITS:

A: Map of Mar Vista Island Annexation Project Area

APPROVED
Walter C. Chung
20230417151635

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

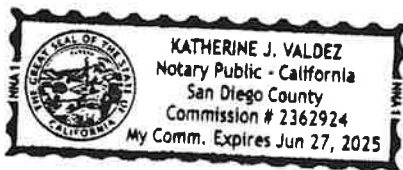
State of California)

County of San Diego)On April 18, 2023 before me, Katherine J. Valdez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Patsy Chew
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Katherine J. Valdez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: MSCP Consistency Review Agreement for Mar Vista Island Annexation

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 DiegoOn Apr. 20, 2023 before me,Thomas Fell Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

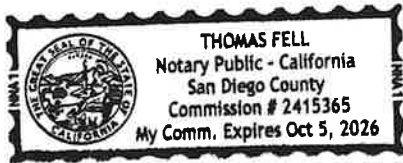
Jonathan David Snyder

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Thomas Fell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

MSCP Consistency Review Agreement

Document Date:

Apr. 20, 2023

Number of Pages:

14

Signer(s) Other Than Named Above:

NA**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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)

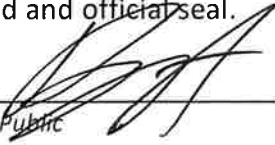
On 04/24/2023 before me, Brandy M Andrade Notary Public
(Date) (Here Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: N/A Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: N/A

Additional Information: N/A

EXHIBIT A

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ANNEXATION RO 21-04
“MAR VISTA ISLAND REORGANIZATION”
PROPOSED ANNEXATION TO THE CITY OF VISTA WITH CONCURRENT
DETACHMENTS FROM THE BUENA SANITATION DISTRICT AND VISTA FIRE
PROTECTION DISTRICT AND RELATED SPHERE ACTIONS
GEOGRAPHIC DESCRIPTION

AREA A - ANNEXATION TO THE CITY OF VISTA

A PORTION OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 31 AS SHOWN ON PARCEL MAP NO. 19964 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 30, 2006 AS FILE NO. 2006-0222583, BEING THE NORTHEASTERLY CORNER OF CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION” ESTABLISHED BY RESOLUTION REF. No. RO05-25, ADOPTED SEPTEMBER 16, 2005;

THENCE (1) ALONG THE NORTHERLY BOUNDARY OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION” AND SAID PARCEL MAP NO. 19964, SOUTH 89° 46' 03" WEST, 182.15 FEET, TO THE NORTHWESTERLY CORNER OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION” AND SAID PARCEL MAP NO. 19964, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 12' 24" EAST;

THENCE (2) SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION”, SAID PARCEL MAP NO. 19964, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 22' 13", AN ARC DISTANCE OF 72.43 FEET TO THE BOUNDARY OF CITY OF VISTA “ANNEXATION NO. 48” ESTABLISHED BY RESOLUTION NO. 75-53, ADOPTED NOVEMBER 24, 1975;

THENCE (3) CONTINUING ALONG THE BOUNDARY OF SAID CITY OF VISTA “ANNEXATION 48”, BEING THE WESTERLY BOUNDARY OF SAID PARCEL MAP 19964, SOUTH 06° 33' 57" WEST, 210.90 FEET, TO THE WESTERLY BOUNDARY OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION”, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 60° 26' 43" EAST;

THENCE (4) SOUTHWESTERLY CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION”, SAID PARCEL MAP NO. 19964 AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 57' 29", AN ARC DISTANCE OF 18.65 FEET;

THENCE (5) CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF VISTA “ANNEXATION – MIRAMAR DRIVE REORGANIZATION” AND SAID PARCEL MAP NO. 19964, SOUTH 33° 30' 46" WEST, 150.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET;

EXHIBIT A

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THENCE (6) SOUTHERLY CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION – MIRAMAR DRIVE REORGANIZATION" AND SAID PARCEL MAP NO. 19964 AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 51' 19", AN ARC DISTANCE OF 264.11 FEET;

THENCE (7) CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF "ANNEXATION – MIRAMAR DRIVE REORGANIZATION" AND SAID PARCEL MAP NO. 19964, SOUTH 12° 20' 33" EAST, 152.74 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE (8) SOUTHERLY CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION – MIRAMAR DRIVE REORGANIZATION", SAID PARCEL MAP NO. 19964 AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 08' 02", AN ARC DISTANCE OF 33.62 FEET;

THENCE (9) CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID CITY OF "ANNEXATION – MIRAMAR DRIVE REORGANIZATION" AND SAID PARCEL MAP NO. 19964, SOUTH 05° 12' 31" EAST, 123.93 FEET TO THE NORTHERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION NO. 48" AND MAP NO. 11860 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 16, 1987 AS FILE NO. 87-398762,

THENCE (10) ALONG THE NORTHERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION NO. 48" AND SAID MAP NO. 11860, SOUTH 89° 45' 40" WEST, 2247.17 FEET TO THE SOUTHEASTERLY CORNER OF CITY OF VISTA "STONEMARK ESTATES ANNEXATION" ESTABLISHED BY RESOLUTION NO. 2019-011 ADOPTED MAY 6, 2019 AND MAP NO. 16296 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 2018 AS FILE NO. 2018-7000343,

THENCE (11) ALONG THE SOUTHEASTERLY BOUNDARY OF CITY OF VISTA "STONEMARK ESTATES ANNEXATION" AND MAP NO. 16296, NORTH 00° 13' 57" WEST, 190.60 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2053.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31° 35' 02" EAST;

THENCE (12) NORTHEASTERLY CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID CITY OF VISTA "STONEMARK ESTATES ANNEXATION", SAID MAP NO. 16296 AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 13' 18", AN ARC DISTANCE OF 437.92 FEET;

THENCE (13) CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF CITY OF VISTA "STONEMARK ESTATES ANNEXATION" AND SAID MAP NO. 16296, NORTH 46° 11' 40" EAST, 752.09 FEET TO THE NORTHEASTERLY CORNER OF SAID CITY OF VISTA "STONEMARK ESTATES ANNEXATION" AND SAID MAP NO. 16296;

THENCE (14) ALONG THE NORTHERLY BOUNDARY OF SAID CITY OF VISTA "STONEMARK ESTATES ANNEXATION" AND SAID MAP NO. 16296, SOUTH 89° 46' 03" WEST, 1435.35 FEET TO THE EASTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 75" ESTABLISHED BY RESOLUTION NO. 80-246, ADOPTED DECEMBER 22, 1980 AND PARCEL MAP NO. 12262 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 10, 1982 AS FILE NO. 82-245989;

EXHIBIT A

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THENCE (15) ALONG THE SAID EASTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 75" AND PARCEL MAP NO. 12262, NORTH 00° 25' 56" EAST, 103.35 FEET TO THE SOUTHERLY BOUNDARY OF CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION NO. 70" ESTABLISHED BY RESOLUTION NO. 88-79, ADOPTED APRIL 25, 1988;

THENCE (16) ALONG SAID SOUTHERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION NO. 70", NORTH 85° 50' 51" EAST, 149.62 FEET TO THE SOUTHEASTERLY CORNER OF SAID CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION NO. 70";

THENCE (17) ALONG THE EASTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION NO. 70", NORTH 00° 20' 37" EAST, 363.85 FEET TO AN ANGLE POINT THEREIN;

THENCE (18) CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION NO. 70", SOUTH 67° 12' 07" WEST, 161.69 FEET TO AN ANGLE POINT THEREIN;

THENCE (19) CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - R. B. HILL REORGANIZATION" NORTH 00° 25' 56" EAST, 246.21 FEET TO THE CITY OF VISTA BOUNDARY, BEING THE SOUTHEASTERLY RIGHT OF WAY OF MAR VISTA DRIVE AS SHOWN ON LICENSED SURVEYORS MAP NO. 387 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 15, 1929 AS FILE NO. 47064;

THENCE (20) ALONG THE CITY OF VISTA BOUNDARY, BEING SAID SOUTHEASTERLY RIGHT OF WAY, NORTH 47° 29' 48" EAST, 44.49 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 482.26 FEET;

THENCE (21) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 37' 52", AN ARC DISTANCE OF 114.73 FEET;

THENCE (22) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING SAID SOUTHEASTERLY RIGHT OF WAY, NORTH 61° 07' 40" EAST, 328.07 FEET TO THE SOUTHWESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION - GALLAGHER REORGANIZATION" ESTABLISHED BY RESOLUTION NO. 93-1, ADOPTED JANUARY 12, 1993;

THENCE (23) ALONG SAID SOUTHWESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION - GALLAGHER REORGANIZATION", SOUTH 15° 39' 20" EAST, 122.67 FEET TO THE SOUTHEASTERLY CORNER OF SAID "ANNEXATION - GALLAGHER REORGANIZATION";

THENCE (24) ALONG THE SOUTHEASTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - GALLAGHER REORGANIZATION", NORTH 67° 15' 40" EAST, 104.97 FEET TO THE SOUTHWESTERLY CORNER OF SAID "ANNEXATION - GALLAGHER REORGANIZATION";

THENCE (25) ALONG THE NORTHEASTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION - GALLAGHER REORGANIZATION", NORTH 15° 39' 20" WEST, 134.19 FEET TO THE CITY OF VISTA BOUNDARY, BEING THE SOUTHEASTERLY RIGHT OF WAY OF MAR VISTA DRIVE AS SHOWN ON SAID LICENSED SURVEYORS MAP NO. 387;

EXHIBIT A

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THENCE (26) ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH $61^{\circ} 07' 40''$ EAST, 99.34 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.13 FEET;

THENCE (27) EASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $42^{\circ} 58' 28''$, AN ARC DISTANCE OF 97.60 FEET;

THENCE (28) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, SOUTH $75^{\circ} 53' 52''$ EAST, 36.95 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE (29) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $82^{\circ} 02' 01''$, AN ARC DISTANCE OF 171.81 FEET;

THENCE (30) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH $22^{\circ} 04' 07''$ EAST, 25.13 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET;

THENCE (31) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $14^{\circ} 00' 22''$, AN ARC DISTANCE OF 68.45 FEET;

THENCE (32) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH $36^{\circ} 04' 29''$ EAST, 156.65 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET;

THENCE (33) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ} 00' 25''$, AN ARC DISTANCE OF 73.34 FEET;

THENCE (34) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH $51^{\circ} 04' 54''$ EAST, 104.57 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 177.34 FEET;

THENCE (35) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ} 00' 28''$, AN ARC DISTANCE OF 58.83 FEET, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 389.16 FEET;

THENCE (36) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $27^{\circ} 43' 43''$, AN ARC DISTANCE OF 188.34 FEET, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 196.87 FEET;

EXHIBIT A

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THENCE (37) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 05' 46", AN ARC DISTANCE OF 96.54 FEET;

THENCE (38) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH 70° 27' 25" EAST, 22.64 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 293.76 FEET;

THENCE (39) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 36' 51", AN ARC DISTANCE OF 187.72 FEET, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.00 FEET;

THENCE (40) NORTHEASTERLY CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 53° 24' 40", AN ARC DISTANCE OF 149.15 FEET;

THENCE (41) CONTINUING ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID SOUTHEASTERLY RIGHT OF WAY, NORTH 87° 15' 14" EAST, 18.75 FEET TO AN ANGLE POINT THE CITY OF VISTA BOUNDARY, BEING ON THE WESTERLY BOUNDARY OF MAP NO. 1944 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 17, 1926 AS FILE NO. 56544;

THENCE (42) ALONG THE CITY OF VISTA BOUNDARY, BEING THE SAID WESTERLY BOUNDARY OF MAP NO. 1944, SOUTH 00° 18' 59" WEST, 461.71 FEET TO AN ANGLE POINT THE CITY OF VISTA BOUNDARY, BEING THE SOUTHWESTERLY CORNER OF SAID MAP NO. 1944;

THENCE (43) ALONG THE CITY OF VISTA BOUNDARY, BEING THE SOUTHERLY BOUNDARY OF SAID MAP NO. 1944, NORTH 89° 50' 26" EAST, 1381.67 FEET TO THE NORTHEASTERLY OF CITY OF VISTA "ANNEXATION NO. 24" ESTABLISHED BY ORDINANCE NO. 68-42, ADOPTED OCTOBER 21, 1968;

THENCE (44) ALONG THE SOUTHWESTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION NO. 24", SOUTH 51° 54' 50" EAST, 279.76 FEET TO AN ANGLE POINT THEREIN;

THENCE (45) CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 24", SOUTH 73° 51' 53" EAST, 127.77 FEET AN ANGLE POINT THEREIN;

THENCE (46) CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 24" AND THE SOUTHWESTERLY PROLONGATION THEREOF, SOUTH 57° 51' 39" EAST, 393.87 FEET, TO THE WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3" ESTABLISHED BY ORDINANCE NO. 63-36, ADOPTED NOVEMBER 12, 1963, BEING THE CENTERLINE HILO WAY, A PRIVATE STREET AS SHOWN ON MAP NO. 14131 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 10, 2001 AS FILE NO. 2001-0016869, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 08' 21" EAST;

THENCE (47) WESTERLY ALONG SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3", BEING SAID CENTERLINE OF HILO DRIVE, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 81° 01' 25", AN ARC DISTANCE OF 141.41 FEET;

EXHIBIT A

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THENCE (48) CONTINUING ALONG SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3", BEING SAID CENTERLINE OF HILO DRIVE, SOUTH 41° 06' 56" WEST, 228.80 FEET TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3" AND THE WESTERLY BOUNDARY OF SAID MAP NO. 14131;

THENCE (49) CONTINUING ALONG SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3" AND MAP NO. 14131, SOUTH 29° 41' 16" WEST, 344.10 FEET AN ANGLE POINT THEREIN;

THENCE (50) CONTINUING ALONG SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3" AND MAP NO. 14131, SOUTH 00° 30' 01" WEST, 417.71 FEET AN ANGLE POINT IN THE WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3" ON THE NORTHERLY BOUNDARY ON MAP NO. 15955 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 26, 2013 AS FILE NO. 2013-0694611;

THENCE (51) ALONG SAID WESTERLY BOUNDARY OF CITY OF VISTA "ANNEXATION NO. 3", BEING THE NORTHERLY BOUNDARY OF SAID MAP NO. 15955, SOUTH 89° 45' 05" WEST, 273.20 FEET, TO THE **POINT OF BEGINNING**.

AREA B - ANNEXATION TO THE CITY OF VISTA

ALL THAT PORTION OF LOT 11 OF RANCHO MAR VISTA, IN THE COUNTY OF SAN DIEGO STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2051 FIELD ON THE OFFICE OF THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY AUGUST 17, 1927, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF CITY OF VISTA "ANNEXATION NO. 75" ESTABLISHED BY RESOLUTION NO. 80-246, ADOPTED DECEMBER 22, 1980, SAID CORNER BEING ON THE SOUTHERLY LINE OF SAID LOT 11, DISTANCE THEREON NORTH 89° 39' 11" WEST 182.11 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 11;

THENCE (52) THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, BEING THE NORTHERLY BOUNDARY OF "STONEMARK ESTATES ANNEXATION" ESTABLISHED BY RESOLUTION NO. 2019-011 ADOPTED MAY 6, 2019, NORTH 89° 39' 11" WEST, 528.46 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF MAR VISTA DRIVE, SHOW AS ARROYO PLACE ON SAID MAP NO. 2051, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 107.43 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 64° 38' 52" WEST;

THENCE (53) NORTHEASTERLY ALONG THE BOUNDARY OF SAID "STONEMARK ESTATES ANNEXATION", BEING SAID SOUTHEASTERLY RIGHT OF WAY, AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 17° 12' 35", AN ARC DISTANCE OF 32.27 FEET;

THENCE (54) ALONG THE CITY OF VISTA BOUNDARY, BEING SAID SOUTHEASTERLY RIGHT OF WAY OF MAR VISTA DRIVE, NORTH 42° 33' 43" EAST, 311.16 FEET TO AN ANGLE POINT THEREIN;

EXHIBIT A

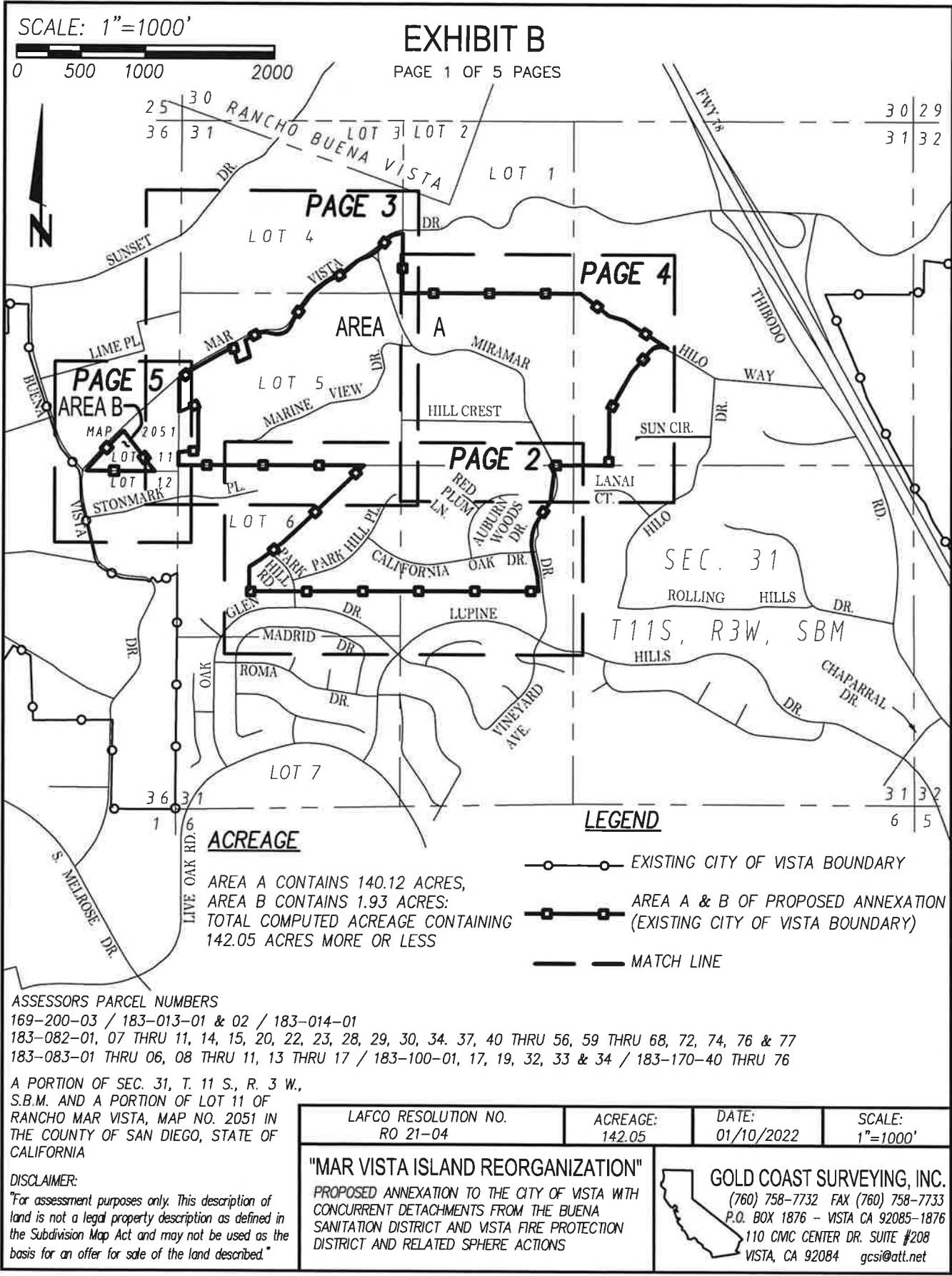
PAGE 7 OF 7 PAGES

THENCE (55) ALONG THE CITY OF VISTA BOUNDARY, BEING SAID SOUTHEASTERLY RIGHT OF WAY OF MAR VISTA DRIVE, NORTH 47° 25' 49" EAST, 78.42 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION NO. 75" AND THE AFOREMENTIONED PARCEL MAP NO. 12262;

THENCE (56) ALONG THE SOUTHERLY BOUNDARY OF SAID CITY OF VISTA "ANNEXATION NO. 75" AND SAID PARCEL MAP NO. 12262, SOUTH 37° 49' 18" EAST, 395.10 FEET, TO THE **POINT OF BEGINNING**.

AREA A CONTAINING 140.12 ACRES, AREA B CONTAINING 1.93 ACRES:
TOTAL COMPUTED ACREAGE CONTAINING 142.05 ACRES MORE OR LESS.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



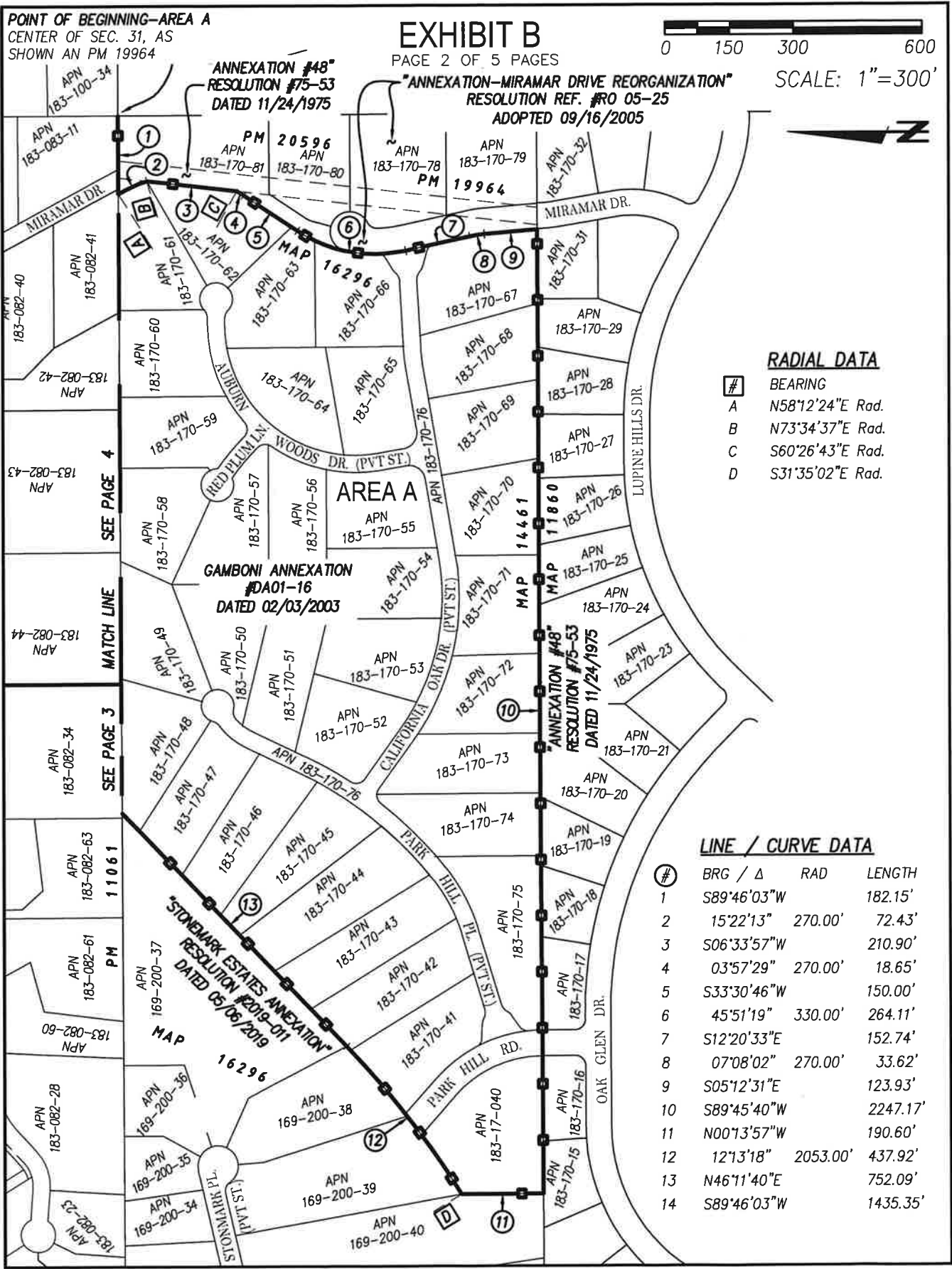


EXHIBIT B

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SCALE: 1"=300'



<u>LINE / CURVE DATA</u>			
#	BRG / Δ	RAD	LENGTH
14	S89°46'03"W		1435.35'
15	N00°25'56"E		103.35'
16	N85°50'51"E		149.62'
17	N00°20'37"E		363.85'
18	S67°12'07"W		161.69'
19	N00°25'56"E		246.21'
20	N47°29'48"E		44.49'
21	13°37'52"	482.26'	114.73'
22	N61°07'40"E		328.07'
23	S15°39'20"E		122.67'
24	N67°15'40"E		104.97'
25	N15°39'20"W		134.19'
26	N61°07'40"E		99.34'
27	42°58'28"	130.13'	97.60'
28	S75°53'52"E		36.95'
29	82°02'01"	120.00'	171.81'
30	N22°04'07"E		25.13'
31	14°00'22"	280.00'	68.45'
32	N36°04'29"E		156.65'

<u>LINE / CURVE DATA</u> CONTINUED			
#	BRG / Δ	RAD	LENGTH
33	15°00'25"	280.00'	73.34'
34	N51°04'54"E		104.57'
35	19°00'28"	177.34'	58.83'
36	27°43'43"	389.16'	188.34'
37	28°05'46"	196.87'	96.54'
38	N70°27'25"E		22.64'
39	36°36'51"	293.76'	187.72'
40	53°24'40"	160.00'	149.15'
41	N87°15'14"E		18.75'
42	S00°18'59"W		461.71'

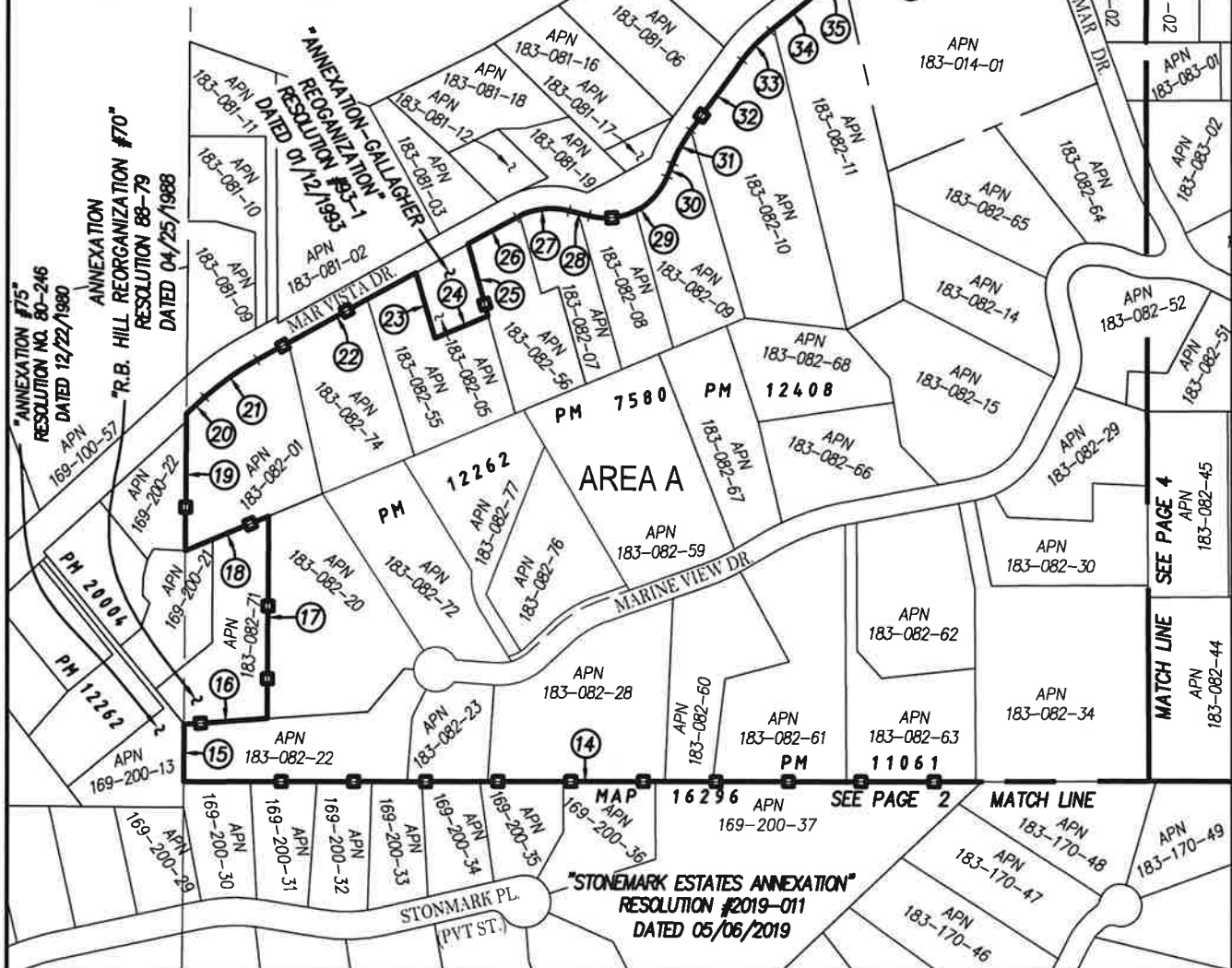


EXHIBIT B

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SCALE: 1"=300'



LINE / CURVE DATA

#	BRG / Δ	RAD	LENGTH
43	N89°50'26"E		1381.67'
44	S51°54'50"E		279.76'
45	S73°51'53"E		127.77'
46	S57°51'39"E		393.87'
47	81°01'25"	100.00'	141.41'
48	S41°06'56"W		228.80'
49	S29°41'16"W		344.10'
50	S00°30'01"W		417.71'
51	S89°45'05"W		273.20'

RADIAL DATA

#	BEARING
	E N32°08'21"E Rad.

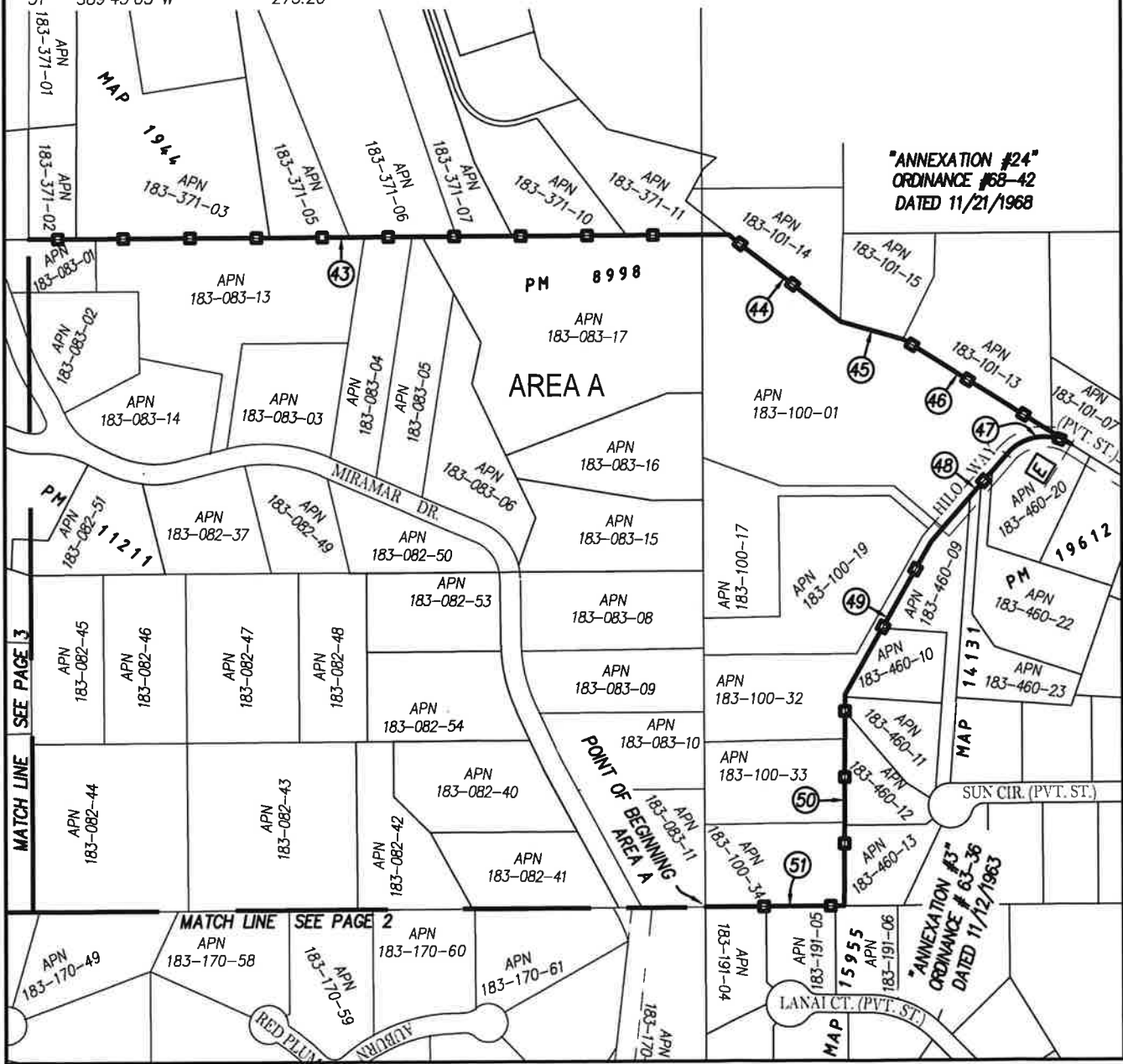


EXHIBIT B

PAGE 5 OF 5 PAGES

SCALE: 1"=200'

0 100 200 400

LINE / CURVE DATA

#	BRG / Δ	RAD	LENGTH
52	N89°39'11"W		528.46'
53	17°12'35"	107.43'	32.27'
54	N42°33'43"E		311.16'
55	N47°25'49"E		78.42'
56	S37°49'18"E		395.10'

RADIAL DATA

#	BEARING
F	N64°38'52"W Rad.

