

Attachment C – Existing Open Space Easement to be Vacated

RECORDED REQUEST OF DEPARTMENT OF GENERAL SERVICES
FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 10, 2009
DOCUMENT NUMBER 2009-0506422
DAVID L. BUTLER, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:58 AM

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

(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
2006-0063-B

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Grant of Easement") is made this 14th day of May, 2009, by MONTECITO PROPERTIES LLC ("Grantor"), in favor of THE COUNTY OF SAN DIEGO, a political subdivision of the State of California ("Grantee"), acting by and through its Department of Planning and Land Use. This Grant of Easement will become effective upon its recordation in the official records of Grantee's Recorder's Office. The date of such recordation is sometimes referred to in this Grant of Easement as the "Effective Date." Grantor and Grantee agree as follows:

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property containing approximately 256 acres, located in the County of San Diego, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");
- B. The Property is part of a larger tract of real property consisting of approximately 935 acres commonly known as "Montecito Ranch", which is the subject of a pending application for a subdivision map (Permit/Case Nos. SP01-001; TM 5250RPL2; Log No. 01-09-013) (together, the "Project");
- C. The Property possesses wildlife and habitat values (collectively, "conservation values") of importance to Grantee;
- D. The Property provides high quality habitat for coastal sage scrub and buckwheat scrub (together, approximately 106.9 acres, including the preservation of approximately 36.1 acres of eucalyptus/coastal sage scrub to which Grantor and Grantee have agreed to assign a 2:1 value for a mitigation credit of 72.2 acres, that together with the preservation of approximately

70.8 acres of coastal sage scrub and buckwheat scrub yields 143 acres of mitigation credits), vernal pools (approximately 1.2 acres of basin and necessary watershed), wetlands (approximately 3.69 acres); pastureland/non-native grassland (approximately 108.35 acres), and southern tarplant (within the previously referred to approximately 108.35 acres);

E. Grantee is authorized pursuant to California law to hold easements for the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species; and

F. This Grant of Easement provides mitigation for certain impacts to sensitive resources that occurred in 2001, pursuant to the terms of that certain Settlement Agreement With Montecito Properties LLC and San Diego County To Resolve Claims and that certain Mitigation Agreement for Montecito Ranch (together, the "Agreements").

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and subject to the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants to Grantee a non-exclusive conservation easement in perpetuity over the Property.

1. **Purposes.** The purposes of this Grant of Easement are to ensure that upon the Effective Date the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that upon the Effective Date this Grant of Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats in a manner consistent with the habitat conservation purposes of this Grant of Easement.

2. **Grantee's Rights.** To accomplish the purposes of this Grant of Easement, but subject to the provisions of this Grant of Easement, Grantor hereby grants and conveys the following rights to Grantee effective upon the Effective Date:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Grant of Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Grant of Easement.

3. **Prohibited Uses.** Any activity on or use of the Property after the Effective Date inconsistent with the purposes of this Grant of Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited after the Effective Date: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or

placement of any building or structure; vehicular activities; trash dumping; or use for any purpose other than as open space. The sole exceptions to this prohibition are:

- (a) Selective clearing of vegetation by hand to the extent required by written order of the fire authorities for the express purpose of reducing an identified fire hazard. While clearing for fire management is not anticipated with the creation of this Grant of Easement, such clearing may be deemed necessary in the future for the safety of lives and property. All fire clearing shall be pursuant to the Uniform Fire Code and the Memorandum of Understanding dated February 26, 1997, between the wildlife agencies and the fire districts and any subsequent amendments thereto.
- (b) Activities conducted pursuant to a Habitat Management Plan and/or a Resource Management Plan approved by Grantee pursuant to the Agreements.
- (c) Pedestrian and equestrian trails as provided for in Grantee's approval of the Project or any subsequent project for Montecito Ranch.
- (d) Utilities as required to serve the Project or any subsequent project for Montecito's Ranch.

4. Grantor's Duties. After the Effective Date, Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from its 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 consistent with the purposes of this Grant of Easement.

6. Grantee's Remedies. If, after the Effective Date, Grantee determines that Grantor is in violation of the terms of this Grant of Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if said cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant of Easement.

If, after the Effective Date, Grantee determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Grant of Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Grant of Easement are inadequate and that Grantee shall be entitled to the injunctive relief both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Grant of Easement, without the necessity of proving either

actual damages or the inadequacy of otherwise available legal remedies. Grantee'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.

6.1. Grantee's Discretion. Enforcement of the terms of this Grant of Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Grant of Easement in the event of any breach of any term of this Grant of Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Grant of Easement or of any of Grantee's rights under this Grant of Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.2. Acts Beyond Grantor's Control. Nothing contained in this Grant of Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

7. Access. This Grant of Easement does not convey a general right of access to the public.

8. Costs and Liabilities. 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.

8.1. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Grant of Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens 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 unless due to the willful conduct of any of Grantee's Indemnified Parties; or (b) the obligations specified in Sections 4, 8, and 8.1.

9. Assignment. This Grant of Easement is not transferable, except that Grantee may assign its rights and obligations under this Grant of Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3.

Grantee shall require the assignee to record the assignment in the county where the Property is located.

10. Subsequent Transfer. Grantor agrees to incorporate the terms of this Grant of Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Grant of Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: Montecito Properties LLC
Attention: Mr. Bruce Tabb
402 W. Broadway, Suite 2175
San Diego, CA 92101

To Grantee: County of San Diego
Department of Planning and Land Use
5201 Ruffin Road, Suite "B"
San Diego, CA 92123-129

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Amendment. Grantor and Grantee may amend this Grant of Easement only by mutual written agreement. Any such amendment shall be recorded in the official records of San Diego County, State of California.

13. General Provisions.

(a) Controlling Law. The laws of the State of California shall govern the interpretation and performance of this Grant of Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant of Easement shall be liberally construed to effect the purposes of this Grant of Easement.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Grant of Easement, such action shall not affect the remainder of this

Grant of Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Grant of Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument, together with the Agreements, sets forth the entire agreement of the parties with respect to this Grant of Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Grant of Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 12.

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

(f) Successors. The covenants, terms, conditions, and restrictions of this Grant of 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.

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

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts that shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have executed this Grant of Easement the day and year first above written.

GRANTOR:
Montecito Properties LLC

GRANTEE:
County of San Diego

BY: 

BY: _____

NAME: Bruce E. Tabb

NAME: _____

TITLE: Managing Member

TITLE: _____

DATE: May 14, 2009

DATE: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Diego)

On May 14, 2009 before me, Janet G. Dabbert,
[Date] [Name of Notary Public]

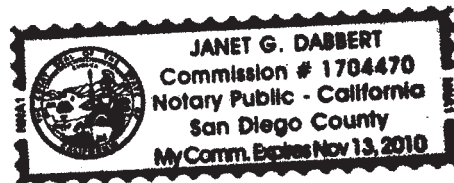
Notary Public, personally appeared, Bruce E. Tabb
[Name(s) of signer(s)]

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 signatures(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.

Janet G. Dabbert
Signature of Notary Public



(seal)

***** OPTIONAL INFORMATION *****
THE INFORMATION PROVIDED BELOW IS NOT REQUIRED BY LAW

CHARACTER OR TITLE OF DOCUMENT _____

NUMBER OF PAGES _____ DOCUMENT DATE _____

SIGNER(S) OF THE DOCUMENT OTHER THAN THOSE NAMED ABOVE:

Exhibit A

Legal Description

"EXHIBIT A"
LEGAL DESCRIPTION
OPEN-SPACE EASEMENT

ALL THOSE PORTIONS OF THE RANCHO, RANCHO SANTA MARIA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 863, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 25, 1900, BEING PORTIONS OF SECTIONS 7, 8 AND 17, TOWNSHIP 13 SOUTH, RANGE 1 EAST, ACCORDING TO THE EXTENSION OF THE UNITED STATES GOVERNMENT SYSTEM OF SURVEYS OVER SAID RANCHO SANTA MARIA REPUTED TO HAVE BEEN MADE BY O. N. SANFORD, CIVIL ENGINEER, IN MAY 1884, AND AS SHOWN ON RECORD OF SURVEY 13209, RECORDED MAY 30, 1991 IN BOOK OF RECORD OF SURVEY MAPS AT PAGE 13209, MORE PARTICULARLY DESCRIBED AS PARCELS "A", "B" AND "C" AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 17, SOUTH $89^{\circ} 05' 42''$ EAST 1815.05 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED AS PARCEL 9A IN DEED TO MONTECITO PROPERTIES LLC, RECORDED MAY 24, 1999, AS DOCUMENT 1999-0349403 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 9A, SOUTH $00^{\circ} 48' 02''$ EAST 1320.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 9A; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 9A, NORTH $89^{\circ} 05' 42''$ WEST 1815.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 9A; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 9A, NORTH $00^{\circ} 48' 01''$ WEST 1320.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 40.00 FEET, THE EASTERLY 70.00 FEET AND THE SOUTHERLY 20.00 FEET OF THE ABOVE DESCRIBED PARCEL A.

CONTAINING 50.5 ACRES, MORE OR LESS

PARCEL "B"

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 BEARS SOUTH $89^{\circ} 05' 42''$ EAST PER SAID RECORD OF SURVEY 13209; THENCE NORTH $53^{\circ} 21' 03''$ WEST (NORTH $53^{\circ} 21' 04''$ WEST PER SAID RECORD OF SURVEY) 68.47 FEET TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF A LINE THAT IS PARALLEL WITH AND 40.00 FEET

NORTHERLY OF, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ} 05' 42''$ EAST 1799.95 FEET; THENCE NORTH $00^{\circ} 02' 20''$ EAST 95.55 FEET; THENCE NORTH $89^{\circ} 57' 40''$ WEST 268.79 FEET; THENCE NORTH $00^{\circ} 10' 21''$ WEST 322.61 FEET; THENCE NORTH $89^{\circ} 40' 28''$ WEST 271.32 FEET; THENCE NORTH $00^{\circ} 05' 46''$ EAST 1315.49 FEET; THENCE SOUTH $89^{\circ} 40' 01''$ EAST 347.48 FEET TO THE BEGINNING OF A NON-TANGENT 710.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $84^{\circ} 35' 33''$ WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ} 03' 03''$ A DISTANCE OF 508.70 FEET TO THE BEGINNING OF A NON-TANGENT 1200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID CURVE BEARS NORTH $43^{\circ} 32' 30''$ WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ} 27' 03''$ A DISTANCE OF 574.93 FEET; THENCE NON-TANGENT TO SAID CURVE, NORTH $73^{\circ} 54' 34''$ EAST 228.53 FEET TO A POINT BEING ALSO HEREAFTER DESCRIBED AS **POINT "A"**; THENCE NORTH $07^{\circ} 36' 27''$ WEST 75.20 FEET; THENCE NORTH $05^{\circ} 03' 26''$ WEST 230.95 FEET; THENCE NORTH $10^{\circ} 19' 58''$ WEST 187.28 FEET; THENCE NORTH $24^{\circ} 19' 52''$ EAST 214.95 FEET; THENCE NORTH $12^{\circ} 13' 12''$ EAST 436.83 FEET; THENCE SOUTH $90^{\circ} 00' 00''$ WEST 70.90 FEET; THENCE SOUTH $67^{\circ} 26' 00''$ WEST 70.38 FEET; THENCE SOUTH $77^{\circ} 41' 16''$ WEST 108.85 FEET; THENCE SOUTH $68^{\circ} 50' 48''$ WEST 90.05 FEET; THENCE NORTH $87^{\circ} 31' 42''$ WEST 58.71 FEET; THENCE NORTH $67^{\circ} 40' 37''$ WEST 68.89 FEET; THENCE NORTH $48^{\circ} 24' 45''$ WEST 130.34 FEET; THENCE NORTH $72^{\circ} 59' 42''$ WEST 265.45 FEET TO THE NORTHWESTERLY LINE OF SAID RANCHO SANTA MARIA AS SHOWN ON SAID RECORD OF SURVEY 13209; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH $49^{\circ} 29' 05''$ WEST (SOUTH $49^{\circ} 29' 04''$ WEST PER SAID RECORD OF SURVEY) 4198.66 FEET TO CORNER NO. 9 OF SAID RANCHO SANTA MARIA AND AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH $53^{\circ} 21' 03''$ EAST (SOUTH $53^{\circ} 21' 04''$ EAST PER SAID RECORD OF SURVEY) 1663.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 155.4 ACRES, MORE OR LESS

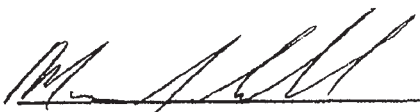
PARCEL "C"

COMMENCING AT **POINT "A"** AS DESCRIBED IN ABOVE PARCEL "B"; THENCE ON A RADIAL BEARING, SOUTH $24^{\circ} 12' 55''$ EAST 27.94 FEET TO A POINT IN A NON-TANGENT 2450.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ} 28' 40''$ A DISTANCE OF 105.96 FEET; THENCE RADIAL TO SAID CURVE, SOUTH $26^{\circ} 41' 35''$ EAST 99.36 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $26^{\circ} 41' 38''$ EAST 11.53

FEET; THENCE SOUTH $01^{\circ} 04' 17''$ WEST 48.83 FEET; THENCE SOUTH $37^{\circ} 13' 10''$ WEST 164.45 FEET; THENCE SOUTH $02^{\circ} 40' 33''$ EAST 240.34 FEET; THENCE SOUTH $04^{\circ} 01' 30''$ WEST 151.08 FEET; THENCE SOUTH $25^{\circ} 06' 36''$ WEST 186.78 FEET; THENCE SOUTH $02^{\circ} 31' 13''$ WEST 221.93 FEET; THENCE NORTH $87^{\circ} 23' 48''$ EAST 36.04 FEET; THENCE SOUTH $56^{\circ} 20' 44''$ EAST 71.20 FEET; THENCE SOUTH $89^{\circ} 56' 25''$ EAST 82.55 FEET; THENCE NORTH $47^{\circ} 13' 50''$ EAST 43.88 FEET; THENCE NORTH $90^{\circ} 00' 00''$ EAST 55.93 FEET; THENCE SOUTH $02^{\circ} 23' 09''$ EAST 68.51 FEET; THENCE SOUTH $63^{\circ} 26' 10''$ WEST 23.41 FEET; THENCE SOUTH $90^{\circ} 00' 00''$ WEST 30.60 FEET; THENCE SOUTH $38^{\circ} 39' 33''$ WEST 61.87 FEET; THENCE SOUTH $00^{\circ} 27' 04''$ WEST 102.27 FEET; THENCE SOUTH $28^{\circ} 14' 15''$ EAST 317.80 FEET; THENCE SOUTH $00^{\circ} 35' 26''$ EAST 100.11 FEET; THENCE SOUTH $85^{\circ} 54' 57''$ WEST 11.30 FEET; THENCE NORTH $00^{\circ} 00' 00''$ EAST 60.40 FEET; THENCE NORTH $37^{\circ} 47' 38''$ WEST 49.93 FEET; THENCE NORTH $69^{\circ} 18' 17''$ WEST 116.21 FEET; THENCE NORTH $63^{\circ} 26' 49''$ WEST 83.10 FEET; THENCE NORTH $01^{\circ} 33' 47''$ EAST 344.24 FEET; THENCE NORTH $76^{\circ} 37' 50''$ WEST 765.33 FEET; THENCE SOUTH $89^{\circ} 01' 21''$ WEST 104.15 FEET TO THE BEGINNING OF A NON-TANGENT 505.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL TO SAID CURVE BEARS SOUTH $79^{\circ} 44' 00''$ WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} 56' 28''$ A DISTANCE OF 202.20 FEET TO THE BEGINNING OF A 970.00 FOOT RADIUS COMPOUND CURVE, CONCAVE EASTERLY, A RADIAL TO SAID CURVE BEARS NORTH $77^{\circ} 19' 32''$ WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 32' 23''$ A DISTANCE OF 195.36 FEET TO THE BEGINNING OF A 545.00 FOOT RADIUS COMPOUND CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID CURVE BEARS NORTH $65^{\circ} 47' 10''$ WEST; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $59^{\circ} 51' 24''$ A DISTANCE OF 569.36 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS REVERSE CURVE, CONCAVE NORTHERLY, A RADIAL TO SAID CURVE BEARS SOUTH $05^{\circ} 55' 46''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ} 13' 38''$ A DISTANCE OF 111.15; THENCE NON TANGENT TO SAID CURVE, NORTH $62^{\circ} 50' 36''$ EAST 343.96 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 14.6 ACRES, MORE OR LESS

ALL TOGETHER CONTAINING 220.5 ACRES, MORE OR LESS

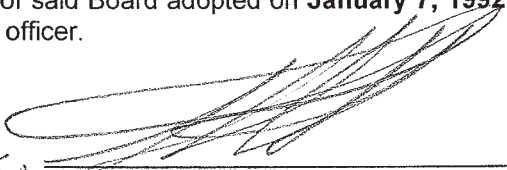

 MARVIN J. SYLAKOWSKI, P.L.S. DATE: 1/25/06
 MY LICENSE EXPIRES 9/30/07



REC JOB# 01-304
 MJS - REV 1/24/06

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 of said Board adopted on **January 7, 1992**, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 9-9-09



FOR JOHN CROSS, Deputy Director
Real Estate Services Division
Department of General Services