



First American Title

This report has been amended/updated to reflect the following matters:

- No changes made to the report other than the Effective Date
- Property address has been revised
- Vesting has been revised
- Legal Description has been revised
- Taxes have been updated
- Original item number(s) have been removed
- New item number(s) 37b have been added
- Original item number(s) 2 through 7 have been revised
- Other: Informational Notes Item 2 has been revised.

Updated (10/11/16)



First American Title

First American Title Company

4380 La Jolla Village Drive, Ste 20
San Diego, CA 92122

Manuel Nieto
Concordia Homes
380 Stevens Avenue, Suite 307
Solana Beach, CA 92075

Customer Reference: Safari Highlands Ranch
Order Number: NHSC-4632862 (rh)

Title Officer: Ranny Harper
Phone: (858)410-1308
Fax No.:
E-Mail: rharper@firstam.com
Buyer:

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 04, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

TO BE DETERMINED

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

SAFARI HIGHLANDS RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) 1 through 6, an easement as to Parcel(s) 2A, 3A through 3C, 4A through 4C and 5A through 5D.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Intentionally Deleted

2. General and special taxes and assessments for the fiscal year 2016-2017.
First Installment: \$3,180.45, OPEN
Penalty: \$0.00
Second Installment: \$3,180.45, OPEN
Penalty: \$0.00
Tax Rate Area: 78021
A. P. No.: 241-060-03-00

Affects: Parcel 1

3. General and special taxes and assessments for the fiscal year 2016-2017.
First Installment: \$7,329.94, OPEN
Penalty: \$0.00
Second Installment: \$7,329.94, OPEN
Penalty: \$0.00
Tax Rate Area: 78021
A. P. No.: [242-010-02-00](#)

Affects: Parcel 2

4. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment: \$5,027.99, OPEN
Penalty: \$0.00
Second Installment: \$5,027.99, OPEN
Penalty: \$0.00
Tax Rate Area: 78021
A. P. No.: 242-010-36-00

Affects: Parcel 3

5. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment: \$3,322.76, OPEN
Penalty: \$0.00
Second Installment: \$3,322.76, OPEN
Penalty: \$0.00
Tax Rate Area: 78021
A. P. No.: 242-010-37-00

Affects: Parcel 4

6. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment: \$1,731.21, OPEN
Penalty: \$0.00
Second Installment: \$1,731.21, OPEN
Penalty: \$0.00
Tax Rate Area: 78021
A. P. No.: 242-010-38-00

Affects: Parcel 5

7. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment: \$19,380.30, OPEN
Penalty: \$0.00
Second Installment: \$19,380.30, OPEN
Penalty: \$0.00
Tax Rate Area: 94178
A. P. No.: [240-270-33-00](#)

Affects: Parcel 6

8. Intentionally Deleted

9. Intentionally Deleted

10. Intentionally Deleted
11. Intentionally Deleted
12. Intentionally Deleted
13. Intentionally Deleted
14. Intentionally Deleted
15. Intentionally Deleted
16. Intentionally Deleted
17. Intentionally Deleted
18. A pending assessment for the district shown below. When notice of the assessment is recorded with the county recorder the assessment shall become a lien on said land.

District: Proposed boundaries of Assessment District No. [95-1](#) (Rancho San Pasqual) City of Escondido, County of San Diego, State of California

Disclosed by: Assessment District Boundary

Recorded: June 29, 1995 as File No. [0273590](#) of Official Records+

Affects: Parcel 1

19. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect Parcels 2 and 2a:

20. An easement for road, public utility and incidental purposes, recorded July 17, 1975 as Instrument No. [75-184900](#) of Official Records.
In Favor of: Arthur Sansone and Rayda Jo Sansone, husband and wife
Affects: The Land
21. An easement for road, public utility and incidental purposes, recorded February 27, 1984 as Instrument No. [84-069560](#) of Official Records.
In Favor of: Stuart H. Reed and Mary Lou Reed, husband and wife as joint tenants
Affects: The Land

22. An easement for road, public utility and incidental purposes, recorded August 22, 1985 as Instrument No. [85-304855](#) of Official Records.
In Favor of: Stanley A. Yalof and Gloria Yalof, husband and wife as joint tenants
Affects: The Land
23. An easement for road, public utility and incidental purposes, recorded August 27, 1985 as Instrument No. [85-311000](#) of Official Records.
In Favor of: James Howerzyl and Jeanette Howerzyl, husband and wife and Stephen J. Howerzyl and Ronda Howerzyl, husband and wife all as joint tenants
Affects: The Land
24. An easement for road, public utility and incidental purposes, recorded December 1, 1987 as Instrument No. [87-663622](#) of Official Records.
In Favor of: San Diego Trust & Savings Bank, as Trustee for Carl and Dorothy Bossard Trust No. 1-4088-00-8, and San Diego Trust & Savings Bank, successor trustee under declaration of trust dated April 16, 1975 and Carol Dawn Bontrager, Trustee of the Carol Dawn Bontrager Trust, dated August 9, 1983
Affects: The Land

The Following Matters Affect Parcels 3, 3A through 3C and 4, 4A through 4C:

25. The terms and provisions contained in the document entitled "Covenant of Improvement Requirements" recorded October 5, 1977 as Instrument No. [77-410070](#) of Official Records.
26. An easement for road and utility purposes and incidental purposes, recorded December 6, 1978 as Instrument No. [78-524806](#) of Official Records.
In Favor of: San Diego Trust & Savings Bank as Trustee for Carl and Dorothy Bossard Trust No. 1-4088-00-8
Affects: The land
27. An easement for purposes not set forth in said document and incidental purposes, recorded February 16, 1978 as Instrument No. [78-063970](#) of Official Records.
In Favor of: San Diego Trust & Savings Bank as Trustee for Trust No. 1-4088-00-8
Affects: The land
28. An easement for road, utility and incidental purposes, recorded December 17, 1987 as Instrument No. [87-692205](#) of Official Records.
In Favor of:
Affects: The Land

The Following Matters Affect All Parcels:

29. The effect of a map purporting to show the land and other property, filed Map No. [14260](#) of Record of Surveys.

Note: A certificate of correction of said map was recorded March 2, 1995 Document No. [95-89814](#) of Official Records.

30. The terms and provisions contained in the document entitled "Agreement " recorded March 22, 1930 in [Book 1753, Page 238](#) of Deeds.
- Affects: Parcels 2, 3, 4 and 4
31. The terms and provisions contained in the document entitled Agreement, executed by and between The City of San Diego and James Ramelow, Mrs. James Ramelow, Carl J. Jendresen and Mrs. Carl J. Jendresen, Et Al, recorded October 10, 1973, as Instrument No. [73-286259](#) of Official Records.
32. The effect of a document entitled "Temporary Protective Order", recorded July 15, 2010 as Instrument No. [2010-0354657](#) of Official Records.
33. A writ of attachment recorded April 1, 2011 as Instrument No. [2011-0169883](#) of Official Records.
Court: Superior Court of California, County of San Diego
Case No.: 37-2010-00058927-CL-BC-NC
Plaintiff: Escondido Drive-Inn, L.P.
Defendant: Shop Smart Escondido, Inc. and Joe Crowder
Amount Secured: \$718,901.23
34. A writ of attachment recorded April 1, 2011 as Instrument No. [2011-0169884](#) of Official Records.
Court: Superior Court of California, County of San Diego
Case No.: 37-2010-00058927-CL-BC-NC
Plaintiff: Escondido Drive-Inn, L.P.
Defendant: Shop Smart Escondido, Inc. and Joe Crowder
Amount Secured: \$718,901.23
35. A writ of attachment recorded April 1, 2011 as Instrument No. [2011-0169885](#) of Official Records.
Court: Superior Court of California, County of San Diego
Case No.: 37-2010-00058927-CL-BC-NC
Plaintiff: Escondido Drive-Inn, L.P.
Defendant: Shop Smart Escondido, Inc. and Joe Crowder
Amount Secured: \$718,901.23
36. The lack of a right of access to and from the land.
- Affects: Parcel 1
37. Any irregularity in the foreclosure proceedings leading up to the Trustee's Deed recorded June 4, 2013 as Instrument No. [2013-0348915](#) of Official Records.

- 37a. The effect of a document entitled "Memorandum of Agreement to Grant Easement", recorded January 2, 2015 as Instrument No. [2015-0000401](#) of Official Records.
- 37b. The terms and provisions contained in the document entitled "Agreement to Grant Easement" recorded October 7, 2015 as Instrument No. [2015-0527693](#) of Official Records.
- 38. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
- 39. Any easements and/or servitudes affecting easement parcel(s) 2a, 3a through 3c, 4a through 4c and 5a through 5d herein described.
- 40. Water rights, claims or title to water, whether or not shown by the public records.
- 41. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

- 42. With respect to Safari Highlands Ranch, LLC, a Delaware limited liability company:
 - a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 2, 2015 as Instrument No. [2015-0094140](#) of Official Records.

From: Exeter 13162 DE, LLC, a Delaware limited liability company

To: Safari Highlands Ranch, LLC, a Delaware limited liability company

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



First American Title

First American Title Company
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
(951)256-5880
Fax - (909)476-2401

WIRE INSTRUCTIONS

for

**First American Title Company, Demand/Draft Sub-Escrow Deposits
Riverside County, California**

First American Trust, FSB
5 First American Way
Santa Ana, CA 92707
Banking Services: (877) 600-9473

ABA 122241255
Credit to First American Title Company
Account No. 3097840000

Reference Title Order Number 4632862 and Title Officer Ranny Harper

Please wire the day before recording.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL 1: APN: 241-060-03

THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 1, WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: APN: [242-010-02](#)

THE EAST HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2A:

AN EASEMENT FOR ROAD PURPOSES ALONG A STRIP OF LAND 40.00 FEET WIDE, FOR ROAD PURPOSES, LYING IN SECTION 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF SAID 40.00 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S STATION B.C. 26B PLUS 24.78 ON THE CENTER LINE OF CALIFORNIA STATE HIGHWAY 78 AS SAID SECTION IS SHOWN ON MAP OF RELOCATION OF ROUTE 15, DIVISION 1-2, SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE CENTER LINE OF SAID STATE HIGHWAY 78, NORTH 82°08'32" WEST (RECORD NORTH 82°06'00" WEST), A DISTANCE OF 690.40 FEET; THE THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTER LINE, NORTH 07°51'28" EAST, 18.09 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 42°26'37" AN ARC DISTANCE OF 259.27 FEET; THENCE TANGENT TO SAID CURVE, NORTH 50°18'05" EAST, 282.75 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 23°17'45", AN ARC DISTANCE OF 142.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 73°35'50" EAST, 48.22 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°48'00", AN ARC DISTANCE OF 197.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°47'50" EAST, 103.80 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°54'00", AN ARC DISTANCE OF 98.96 FEET; THENCE TANGENT TO SAID CURVE, NORTH 54°41'50" EAST, 336.95 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°52'30" AN ARC DISTANCE OF 137.77 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°49'20" EAST, 70.16 FEET TO THE BEGINNING OF A TANGENT 600 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 05°13'30", AN ARC DISTANCE OF 54.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 41°02'50" EAST, 108.99

FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $32^{\circ}38'05''$, AN ARC DISTANCE OF 113.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH $08^{\circ}24'45''$ EAST, 28.45 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $41^{\circ}18'25''$, AN ARC DISTANCE OF 108.4 FEET; THENCE TANGENT TO SAID CURVE, NORTH $49^{\circ}43'10''$ EAST, 62.98 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $26^{\circ}23'10''$, AN ARC DISTANCE OF 69.08 FEET; THENCE TANGENT TO SAID CURVE, NORTH $23^{\circ}20'00''$ EAST, 40.38 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $20^{\circ}09'10''$, AN ARC DISTANCE OF 70.35 FEET; THENCE TANGENT TO SAID CURVE NORTH $03^{\circ}10'50''$ EAST, 42.39 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $06^{\circ}59'20''$, AN ARC DISTANCE OF 24.40 FEET; THENCE TANGENT TO SAID CURVE, NORTH $10^{\circ}10'10''$ EAST, 116.03 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE TANGENT TO SAID CURVE, NORTH $62^{\circ}31'30''$ EAST, 67.89 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $22^{\circ}19'50''$, AN ARC DISTANCE OF 116.92 FEET; THENCE TANGENT 400 RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $38^{\circ}06'40''$, AN ARC DISTANCE OF 266.06 FEET; THENCE TANGENT TO SAID CURVE, NORTH $78^{\circ}18'20''$ EAST, 196.26 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $01^{\circ}30'50''$, AN ARC DISTANCE OF 31.71 FEET; THENCE TANGENT TO SAID CURVE, NORTH $76^{\circ}47'30''$ EAST, 98.14 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $08^{\circ}19'30''$, AN ARC DISTANCE OF 174.36 FEET; THENCE TANGENT TO SAID CURVE, NORTH $68^{\circ}28'00''$ EAST, 59.57 FEET TO THE BEGINNING OF A TANGENT 297.22 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $29^{\circ}31'33''$, AN ARC DISTANCE OF 153.16 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $82^{\circ}00'27''$ EAST, 112.31 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $35^{\circ}59'43''$, AN ARC DISTANCE OF 251.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH $61^{\circ}59'50''$ EAST, 89.45 FEET TO THE BEGINNING OF A TANGENT 900 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $08^{\circ}48'06''$ AN ARC DISTANCE OF 138.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH $53^{\circ}11'44''$ EAST, 20.90 FEET TO THE BEGINNING OF A TANGENT 60 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $48^{\circ}16'41''$, AN ARC DISTANCE OF 50.56 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $78^{\circ}31'35''$ EAST, 65.00 FEET TO THE BEGINNING OF A TANGENT 130 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $62^{\circ}03'48''$, AN ARC DISTANCE OF 140.82 FEET; THENCE TANGENT TO SAID CURVE, NORTH $39^{\circ}24'37''$ EAST, 113.11 FEET TO THE BEGINNING OF A TANGENT 185 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $19^{\circ}01'40''$, AN ARC DISTANCE OF 61.44 FEET ; THENCE TANGENT TO SAID CURVE, NORTH $58^{\circ}26'17''$ EAST, 98.71 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $33^{\circ}07'58''$, AN ARC DISTANCE OF 231.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH $25^{\circ}18'19''$ EAST, 98.35 FEET TO THE BEGINNING OF A TANGENT 110 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $37^{\circ}15'09''$, AN ARC DISTANCE OF 71.52 FEET; THENCE TANGENT TO SAID CURVE, NORTH $62^{\circ}33'28''$ EAST, 124.69 FEET TO THE BEGINNING OF A TANGENT 770 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF $12^{\circ}55'07''$, AN ARC DISTANCE OF 173.61 FEET; THENCE TANGENT TO SAID CURVE, NORTH $49^{\circ}38'21''$ EAST, 80.67

FEET TO THE BEGINNING OF A TANGENT 520 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°27'30", AN ARC DISTANCE OF 185.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 29°10'51" EAST, 100.30 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 09°06'08", AN ARC DISTANCE OF 66.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 20°04'43" EAST, 103.05 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 13°08'02", AN ARC DISTANCE OF 96.28 FEET; THENCE TANGENT TO SAID CURVE, NORTH 32°12'45" EAST, 42.65 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 34°05'42", AN ARC DISTANCE OF 89.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°52'57" WEST, 71.67 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 14°56'05", AN ARC DISTANCE OF 78.20 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°03'08" EAST, 35.21 FEET TO THE BEGINNING OF A TANGENT 180 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 31°16'38", AN ARC DISTANCE OF 98.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 45°19'46" EAST, 62.63 FEET TO THE BEGINNING OF A TANGENT 925 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°24'38", AN ARC DISTANCE OF 135.78 FEET TO THE BEGINNING OF A TANGENT 1000 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 02°29'21", AN ARC DISTANCE OF 43.44 FEET TO THE BEGINNING OF A REVERSE 1000 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11°26'23", AN ARC DISTANCE OF 199.66 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, WHICH BEARS 598.07 FEET WESTERLY ALONG THE NORTH LINE OF SAID SECTION 28 FROM THE NORTH QUARTER CORNER OF SAID SECTION 28.

THE SIDELINES OF SAID 40 FOOT STRIP ARE TO BE PROLONGED OR SHORTENED AS NECESSARY TO TERMINATE ON THE SOUTH ON THE NORTHERLY LINE OF SAID STATE HIGHWAY 78 AND ON THE NORTH AND THE NORTH LINE OF SAID SECTION 28.

PARCEL 3: APN: 242-010-36

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE LOCATION AND WESTERLY PROLONGATION OF THE NORTH LINE OF LAND DESCRIBED IN QUITCLAIM DEED TO ERNEST R. BLAKE, ET UX, RECORDED NOVEMBER 9, 1971, AS FILE NO. [259728](#) OF OFFICIAL RECORDS.

PARCEL 3A :

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DISTANT THEREON, 741.14 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 79°47'42" WEST, 273.33 FEET; THENCE NORTH 82°56'55" WEST, 168.23 FEET; THENCE NORTH 48°56'01" WEST, 140.00 FEET TO THE BEGINNING OF A TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 22°00'00", A DISTANCE OF 307.18 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°40'00", A DISTANCE OF 436.33 FEET TO THE BEGINNING OF A COMPOUND 180.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'00", A DISTANCE OF 270.96 FEET TO THE BEGINNING OF A REVERSE 315.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°45'00", A DISTANCE OF 163.56 FEET TO THE BEGINNING OF A REVERSE 350 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'20", A DISTANCE OF 188.28 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 24°04'38" WEST, 294.60 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°53'59", A DISTANCE OF 81.94 FEET; THENCE SOUTH 69°49'21" EAST, 196.82 FEET TO THE BEGINNING OF A TANGENT 90.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 129°53'14", A DISTANCE OF 204.03 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 60°03'53" WEST, 345.76 FEET; THENCE SOUTH 46°07'51" WEST TO THE SOUTH LINE OF SAID SECTION 21.

THE SIDE LINES OF SAID 60.00 FOOT STRIP TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND IN THE SOUTH LINE THEREOF.

IT IS UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME TO ROCKWOOD ROAD, S PER PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN AND ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BE NECESSARY. IT IS FURTHER UNDERSTOOD, ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

EXCEPTING THEREFROM ANY PORTION OF THE HEREIN DESCRIBED PARCEL 7A, LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3B:

AN EASEMENT FOR ROAD PURPOSES ALONG A STRIP OF LAND 40.00 FEET WIDE, FOR ROAD PURPOSES, LYING IN SECTIONS 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF SAID 40.00 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S STATION B.C. 268 PLUS 24.78 ON THE CENTER LINE OF CALIFORNIA STATE HIGHWAY 78 AS SAID SECTION IS SHOWN ON MAP OF RELOCATION OF ROUTE 15, DIVISION 1-2, SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE CENTER LINE OF SAID STATE HIGHWAY 78, NORTH 82°08'32" WEST (RECORD NORTH 82°06'00" WEST), A DISTANCE OF 690.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTER LINE, NORTH 07°51'28" EAST, 18.09 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 42°26'37" AN ARC DISTANCE OF 259.27 FEET; THENCE TANGENT TO SAID CURVE, NORTH 50°18'05" EAST, 282.75 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 23°17'45", AN ARC DISTANCE OF 142.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 73°35'50" EAST, 48.22 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°48'00", AN ARC DISTANCE OF 197.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°47'50" EAST, 103.80 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°54'00", AN ARC DISTANCE OF 98.96 FEET; THENCE TANGENT TO SAID CURVE, NORTH 54°41'50" EAST, 336.95 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°52'30", AN ARC DISTANCE OF 137.77 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°49'20" EAST, 70.16 FEET TO THE BEGINNING OF A TANGENT 600 FOOT RADIUS, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 05°13'30", AN ARC DISTANCE OF 54.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 41°02'50" EAST, 108.99 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 32°38'05", AN ARC DISTANCE OF 113.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 08°24'45" EAST, 28.45 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 41°18'25", AN ARC DISTANCE OF 108.4 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°43'10" EAST, 62.98 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 26°23'10", AN ARC DISTANCE OF 69.08 FEET; THENCE TANGENT TO SAID CURVE, NORTH 23°20'00" EAST, 40.38 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°09'10", AN ARC DISTANCE OF 70.35 FEET; THENCE TANGENT TO SAID CURVE NORTH 03°10'50" EAST, 42.39 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 06°59'20", AN ARC DISTANCE OF 24.40 FEET; THENCE TANGENT TO SAID CURVE, NORTH 10°10'10" EAST, 116.03 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE TANGENT TO SAID CURVE, NORTH 62°31'30" EAST, 67.89 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 22°19'50", AN ARC DISTANCE OF 116.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 40°11'40" EAST, 292.25 FEET TO THE BEGINNING OF A TANGENT TO SAID CURVE, NORTH 40°11'40" EAST, 292.25 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 38°06'40", AN ARC DISTANCE OF 266.06 FEET; THENCE TANGENT TO SAID CURVE, NORTH 78°18'20" EAST, 196.26 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 01°30'50", AN ARC DISTANCE OF 31.71 FEET; THENCE TANGENT TO SAID CURVE, NORTH 76°47'30" EAST, 98.14 FEE TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°19'30", AN ARC DISTANCE OF 174.36 FEET; THENCE TANGENT TO SAID CURVE, NORTH 68°28'00" EAST, 59.57 FEET TO THE BEGINNING OF A TANGENT 297.22 FOOT RADIUS CURVE,

CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 29°31'33", AN ARC DISTANCE OF 153.16 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 82°00'27" EAST, 112.31 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 35°59'43", AN ARC DISTANCE OF 251.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°59'43", AN ARC DISTANCE OF 251.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH 61°59'50" EAST, 89.45 FEET TO THE BEGINNING OF A TANGENT 900 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°48'06", AN ARC DISTANCE OF 138.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 53°11'44" EAST, 20.90 FEET TO THE BEGINNING OF A TANGENT 60 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 48°16'41", AN ARC DISTANCE OF 50.56 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 78°31'35" EAST, 65.00 FEE TO THE BEGINNING OF A TANGENT 130 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 62°03'48", AN ARC DISTANCE OF 140.82 FEET; THENCE TANGENT TO SAID CURVE, NORTH 39°24'37" EAST, 113.11 FEET TO THE BEGINNING OF A TANGENT 185 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 19°01'40", AN ARC DISTANCE OF 61.44 FEET; THENCE TANGENT TO SAID CURVE, NORTH 58°26'17" EAST, 98.71 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 33°07'58", AN ARC DISTANCE OF 231.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 25°18'19" EAST, 98.35 FEET TO THE BEGINNING OF A TANGENT 110 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°15'09", AN ARC DISTANCE OF 71.52 FEET; THENCE TANGENT TO SAID CURVE, NORTH 62°33'28" EAST, 124.69 FEET TO THE BEGINNING OF A TANGENT 770 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 12°55'07", AN ARC DISTANCE OF 173.61 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°38'21" EAST, 80.67 FEET TO THE BEGINNING OF A TANGENT 520 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°27'30", AN ARC DISTANCE OF 185.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 29°10'51" EAST, 100.30 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE LONG SAID CURVE THROUGH AN ANGLE OF 09°06'08", AN ARC DISTANCE OF 66.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 20°04'43" EAST, 103.05 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 13°08'02", AN ARC DISTANCE OF 96.28 FEET; THENCE TANGENT TO SAID CURVE, NORTH 32°12'45" EAST, 42.65 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 34°05'42", AN ARC DISTANCE OF 89.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°52'57" WEST, 71.67 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 14°56'05", AN ARC DISTANCE OF 78.20 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°03'08" EAST, 35.21 FEET TO THE BEGINNING OF A TANGENT 180 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 31°16'38", AN ARC DISTANCE OF 98.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 45°19'46" EAST, 62.63 FEET TO THE BEGINNING OF A TANGENT 925 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°24'38", AN ARC DISTANCE OF 135.78 FEET TO THE BEGINNING OF A TANGENT 1000 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 02°29'21", AN ARC DISTANCE OF 43.44 FEET TO THE BEGINNING OF A REVERSE 1000 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11°26'23" AN ARC DISTANCE OF 199.66 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH RANGE 1 WEST, SAN BERNARDINO MERIDIAN, WHICH BEARS 598.07 FEET WESTERLY ALONG THE NORTH LINE OF SAID SECTION 28 FROM THE NORTH QUARTER CORNER OF SAID SECTION 28.

THE SIDELINE OF SAID 40 FOOT STRIP ARE TO BE PROLONGED OR SHORTENED AS NECESSARY TO TERMINATE ON THE SOUTH IN THE NORTHERLY LINE OF SAID STATE HIGHWAY 78 AND ON THE NORTH AND THE NORTH LINE OF SAID SECTION 28.

IT UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME THE ROCKWOOD ROAD, AS PER PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN AND ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BY NECESSARY. IT IS FURTHER UNDERSTOOD ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

PARCEL 3C:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS THAT PORTION OF THE WEST 40 FEET OF THE EAST HALF OF SAID SECTION 21, ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE NORTH SOUTH CENTER LINE OF SAID SECTION 21, 60.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID NORTH SOUTH CENTER LINE, 2700 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY SIDELINE OF THE 60 FOOT EASEMENT DESCRIBED IN DEED TO ARTHUR SANSONE AND RAYDA JO SANSONE, HUSBAND AND WIFE, RECORDED ON JULY 17, 1975 AS DOCUMENT NO. [75-184900](#) OF SAN DIEGO COUNTY OFFICIAL RECORDS.

PARCEL 4: APN: 242-010-37

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 4A:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTER LINE THEREOF BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DISTANT THEREON, 741.14 FEET NORTH OR THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH $79^{\circ}47'42''$ WEST, 273.33 FEET, THENCE NORTH $82^{\circ}56'55''$ WEST, 168.23 FEET; THENCE NORTH $48^{\circ}56'01''$ WEST, 140.00 FEET TO THE BEGINNING OF A TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}00'00''$, A DISTANCE OF 307.18 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}40'00''$, A DISTANCE OF 436.33 FEET TO THE BEGINNING OF A COMPOUND 180.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}15'00''$, A DISTANCE OF 270.96 FEET TO THE

BEGINNING OF A REVERSE 315.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°45'00", A DISTANCE OF 163.56 FEET TO THE BEGINNING OF A REVERSE 350.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'20", A DISTANCE OF 188.28 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 24°04'38" WEST, 294.60 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°53'59", A DISTANCE OF 81.94 FEET; THENCE SOUTH 69°49'21" EAST, 196.82 FEET TO THE BEGINNING OF A TANGENT 90.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 129°53'14", A DISTANCE OF 204.03 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 60°03'53" WEST, 345.76 FEET; THENCE SOUTH 46°07'51" WEST TO THE SOUTH LINE OF SAID SECTION 21.

THE SIDE LINES OF SAID 60.00 FOOT STRIP TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND IN THE SOUTH LINE THEREOF.

IT IS UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME TO ROCKWOOD ROAD, AS PER PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BE NECESSARY. IT IS FURTHER UNDERSTOOD, ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

EXCEPTING THEREFROM ANY PORTION OF THE HEREIN DESCRIBED PARCEL 8A, LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 4B:

AN EASEMENT FOR ROAD PURPOSES ALONG A STRIP OF LAND 40.00 FEET WIDE, FOR ROAD PURPOSES, LYING IN SECTION 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF SAID 40.00 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S STATION B.C. 268 PLUS 24.78 ON THE CENTER LINE OF CALIFORNIA STATE HIGHWAY 78 AS SAID SECTION IS SHOWN ON MAP OF RELOCATION OF ROUTE 15, DIVISION 1-2, SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE CENTER LINE OF SAID STATE HIGHWAY 78, NORTH 82°08'32" WEST (RECORD NORTH 82°06'00" WEST), A DISTANCE OF 690.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTER LINE, NORTH 07°51'28" EAST, 18.09 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 42°26'37" AN ARC DISTANCE OF 259.27 FEET; THENCE TANGENT TO SAID CURVE, NORTH 50°18'05" EAST, 282.75 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 23°17'45", AN ARC DISTANCE OF 142.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 73°35'50" EAST, 48.22

FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°48'00", AN ARC DISTANCE OF 197.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°47'50" EAST, 103.80 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°54'00", AN ARC DISTANCE OF 98.96 FEET; THENCE TANGENT TO SAID CURVE, NORTH 54°41'50" EAST, 336.95 FEET TO THE BEGINNING OF TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°52'30", AN ARC DISTANCE OF 137.77 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°49'20" EAST, 70.16 FEET TO THE BEGINNING OF A TANGENT 600 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 05°13'30", AN ARC DISTANCE OF 54.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 41°02'50" EAST, 108.99 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 32°38'05", AN ARC DISTANCE OF 113.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 08°24'45" EAST, 28.45 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 41°18'25", AN ARC DISTANCE OF 108.4 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°43'10" EAST, 62.98 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG CURVE THROUGH AN ANGLE OF 26°23'10", AN ARC DISTANCE OF 69.08 FEET; THENCE TANGENT TO SAID CURVE, NORTH 23°20'00" EAST, 40.38 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°09'10", AN ARC DISTANCE OF 70.35 FEET; THENCE TANGENT TO SAID CURVE NORTH 03°10'50" EAST, 42.39 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 06°59'20", AN ARC DISTANCE OF 24.40 FEET; THENCE TANGENT TO SAID CURVE, NORTH 10°10'10" EAST, 116.03 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE TANGENT TO SAID CURVE, NORTH 62°31'30" EAST, 67.89 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 22°19'50", AN ARC DISTANCE OF 116.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 40°11'40" EAST, 292.25 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 38°06'40", AN ARC DISTANCE OF 266.06 FEET; THENCE TANGENT TO SAID CURVE, NORTH 78°18'20" EAST, 196.26 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 01°30'50", AN ARC DISTANCE OF 31.71 FEET; THENCE TANGENT TO SAID CURVE, NORTH 76°47'30" EAST, 98.14 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°19'30", AN ARC DISTANCE OF 174.36 FEET; THENCE TANGENT TO SAID CURVE, NORTH 68°28'00" EAST, 59.57 FEET TO THE BEGINNING OF A TANGENT 297.22 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 29°31'33", AN ARC DISTANCE OF 153.16 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 82°00'27" EAST, 112.31 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 35°59'43", AN ARC DISTANCE OF 251.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH 61°59'50" EAST, 89.45 FEET TO THE BEGINNING OF A TANGENT 900 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°48'06", AN ARC DISTANCE OF 138.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 53°11'44" EAST, 20.90 FEET TO THE BEGINNING OF A TANGENT 60 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 48°16'41", AN ARC DISTANCE OF 50.56 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 78°31'35" EAST, 65.00 FEET TO THE BEGINNING OF A TANGENT 130 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 62°03'48", AN ARC DISTANCE OF 140.82

FEET; THENCE TANGENT TO SAID CURVE, NORTH 39°24'37" EAST, 113.11 FEET TO THE BEGINNING OF A TANGENT 185 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 19°01'40", AN ARC DISTANCE OF 61.44 FEET; THENCE TANGENT TO SAID CURVE, NORTH 58°26'17" EAST, 98.71 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 33°07'58", AN ARC DISTANCE OF 231.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 25°18'19" EAST, 98.35 FEET TO THE BEGINNING OF A TANGENT 110 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°15'09", AN ARC EAST, 124.69 FEET TO THE BEGINNING OF A TANGENT 770 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 12°55'07", AN ARC DISTANCE OF 173.61 FEET; THENCE TANGENT TO SAID CURVE, NORTH 48°38'21" EAST, 80.67 FEET TO THE BEGINNING OF A TANGENT 520 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°27'30", AN ARC DISTANCE OF 185.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 29°10'51" EAST, 100.30 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 09°06'08", AN ARC DISTANCE OF 66.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 20°04'43" EAST, 103.05 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 13°08'02", AN ARC DISTANCE OF 96.28 FEET; THENCE TANGENT TO SAID CURVE, NORTH 32°12'45" EAST, 42.65 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 34°05'42", AN ARC DISTANCE OF 89.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°52'57" WEST, 71.67 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 14°56'05", AN ARC DISTANCE OF 78.20 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°03'08" EAST, 35.21 FEET TO THE BEGINNING OF A TANGENT 180 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 31°16'38", AN ARC DISTANCE OF 98.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 45°19'46" EAST, 62.63 FEET TO THE BEGINNING OF A TANGENT 925 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°24'38", AN ARC DISTANCE OF 135.78 FEET TO THE BEGINNING OF A TANGENT 1000 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 02°29'21", AN ARC DISTANCE OF 43.44 FEET TO THE BEGINNING OF A REVERSE 1000 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11°26'23" AN ARC DISTANCE OF 199.66 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, WHICH BEARS 598.07 FEET WESTERLY ALONG THE NORTH LINE OF SAID SECTION 28 FROM THE NORTH QUARTER CORNER OF SAID SECTION 28.

THE SIDELINE OF SAID 40 FOOT STRIP ARE TO BE PROLONGED OR SHORTENED AS NECESSARY TO TERMINATE ON THE SOUTH IN THE NORTHERLY LINE OF SAID STATE HIGHWAY 78 AND ON THE NORTH AND THE NORTH LINE OF SAID SECTION 28.

IT UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME THE ROCKWOOD ROAD, AS PER PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN AND ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BY NECESSARY. IT IS FURTHER UNDERSTOOD ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

PARCEL 4C:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS THAT PORTION OF THE WEST 40 FEET OF THE EAST HALF SECTION 21, ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE NORTH SOUTH CENTER LINE OF SAID SECTION 21, 60.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID NORTH SOUTH CENTER LINE, 2700 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY SIDELINE OF THE 60 FOOT EASEMENT DESCRIBED IN DEED TO ARTHUR SANSONE AND RAYDA JO SANSONE, HUSBAND AND WIFE, RECORDED ON JULY 17, 1975 AS DOCUMENT NO. [75-184900](#) OF SAN DIEGO COUNTY OFFICIAL RECORDS.

PARCEL 5: APN: 242-010-38

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY

PARCEL 5A:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS THE SOUTH 60 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY.

PARCEL 5B:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS THAT PORTION OF THE WEST 40 FEET OF THE EAST HALF OF SECTION, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO UNITED STATES OF GOVERNMENT SURVEY, ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE NORTH SOUTH CENTER LINE OF SAID SECTION 21, 60.00 FEET TO THE TRUE POINT BEGINNING; THENCE SOUTHERLY ALONG SAID NORTH SOUTH CENTER LINE, 2700 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY SIDELINE OF THE 60 FOOT EASEMENT DESCRIBED IN DEED TO ARTHUR SANSONE AND RAYDA JO SANSONE, HUSBAND AND WIFE, RECORDED ON JULY 17, 1975 AS DOCUMENT NO. [75-184900](#) OF SAN DIEGO COUNTY OFFICIAL RECORDS.

THE EASEMENTS HEREIN DESCRIBED IN PARCELS 9A ARE HEREBY DECLARED TO BE APPURTENANT TO ALL OR ANY PORTION OF PARCEL 9 HEREIN DESCRIBED.

PARCEL 5C:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTER LINE THEREOF BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DISTANT THEREON, 741.14 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 79°47'42" WEST, 273.33 FEET, THENCE NORTH 82°56'55" WEST, 168.23 FEET; THENCE NORTH 48°56'01" WEST, 140.00 FEET TO THE BEGINNING OF A TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°00'00", A DISTANCE OF 307.18 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°40'00", A DISTANCE OF 436.33 FEET TO THE BEGINNING OF A COMPOUND 180.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'00", A DISTANCE OF 270.96 FEET TO THE BEGINNING OF A REVERSE 315.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°45'00", A DISTANCE OF 163.56 FEET TO THE BEGINNING OF A REVERSE 350.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'20", A DISTANCE OF 188.28 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 24°04'38" WEST, 294.60 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°53'59", A DISTANCE OF 81.94 FEET; THENCE SOUTH 69°49'21" EAST, 196.82 FEET TO THE BEGINNING OF A TANGENT 90.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 129°53'14", A DISTANCE OF 204.03 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 60°03'53" WEST, 345.76 FEET; THENCE SOUTH 46°07'51" WEST TO THE SOUTH LINE OF SAID SECTION 21.

THE SIDE LINES OF SAID 60.00 FOOT STRIP TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND IN THE SOUTH LINE THEREOF.

IT IS UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME TO ROCKWOOD ROAD, AS PER PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN AND ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BE NECESSARY. IT IS FURTHER UNDERSTOOD, ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

EXCEPTING THEREFROM ANY PORTION OF THE HEREIN DESCRIBED PARCEL 9D, LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 5D:

AN EASEMENT FOR RAD PURPOSES ALONG A STRIP OF LAND 40.00 FEET WIDE, FOR ROAD PURPOSES, LYING IN SECTIONS 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF

SAID 40.00 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S STATION B.C 268 PLUS 24.78 ON THE CENTER LINE OF CALIFORNIA STATE HIGHWAY 78 AS SAID SECTION IS SHOWN ON MAP OF RELOCATION OF ROUTE 15, DIVISION 1-2, SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY; THENCE ALONG THE CENTER LINE OF SAID STATE HIGHWAY 78, NORTH 82°08'32" WEST (RECORD NORTH 82°06'00" WEST), A DISTANCE OF 690.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTER LINE, NORTH 07°51'28" EAST, 18.09 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 42°26'37" AN ARC DISTANCE OF 259.27 FEET; THENCE TANGENT TO SAID CURVE, NORTH 50°18'05" EAST, 282.75 FEET TO THE BEGINNING OF A TANGENT 350 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE, THROUGH AN AN ANGLE OF 23°17'45", AN ARC DISTANCE OF 142.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 73°35'50" EAST, 48.22 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°48'00", AN ARC DISTANCE OF 197.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°47'50" EAST, 103.8 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°54'00", AN ARC DISTANCE OF 98.96 FEET; THENCE TANGENT TO SAID CURVE, NORTH 54°41'50" EAST, 336.95 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 18°52'30", AN ARC DISTANCE OF 137.77 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°49'20" EAST, 70.16 FEET TO THE BEGINNING OF A TANGENT 600 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 05°13'30", AN ARC DISTANCE OF 54.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 41°02'50" EAST, 108.99 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 32°38'05", AN ARC DISTANCE OF 113.92 FEET; THENCE TANGENT TO SAID CURVE, NORTH 08°24'45" EAST, 28.45 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 41°18'25", AN ARC DISTANCE OF 108.4 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°43'10" EAST, 62.98 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 26°23'10", AN ARC DISTANCE OF 69.08 FEET; THENCE TANGENT TO SAID CURVE, NORTH 23°20'00" EAST, 40.38 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°09'10", AN ARC DISTANCE OF 70.35 FEET; THENCE TANGENT TO SAID CURVE NORTH 03°10'50" EAST, 42.39 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 06°59'20", AN ARC DISTANCE OF 24.40 FEET; THENCE TANGENT TO SAID CURVE, NORTH 10°10'10" EAST, 116.03 FEET TO THE BEGINNING OF A TANGENT 200 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE TANGENT TO SAID CURVE, NORTH 62°31'30" EAST, 67.89 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 22°19'50", AN ARC DISTANCE OF 116.92 FEET; THENCE TANGENT TO SAID CURVE NORTH 40°11'40" EAST, 292.25 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 38°06'40", AN ARC DISTANCE OF 266.06 FEET; THENCE TANGENT TO SAID CURVE, NORTH 78°18'20" EAST, 196.26 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 01°30'50", AN ARC DISTANCE OF 31.71 FEET; THENCE TANGENT TO SAID CURVE, NORTH 76°47'30" EAST, 98.14 FEET TO THE BEGINNING OF A TANGENT 1200 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°19'30", AN ARC DISTANCE OF 174.36 FEET; THENCE TANGENT TO SAID CURVE NORTH 68°28'00" EAST, 59.57

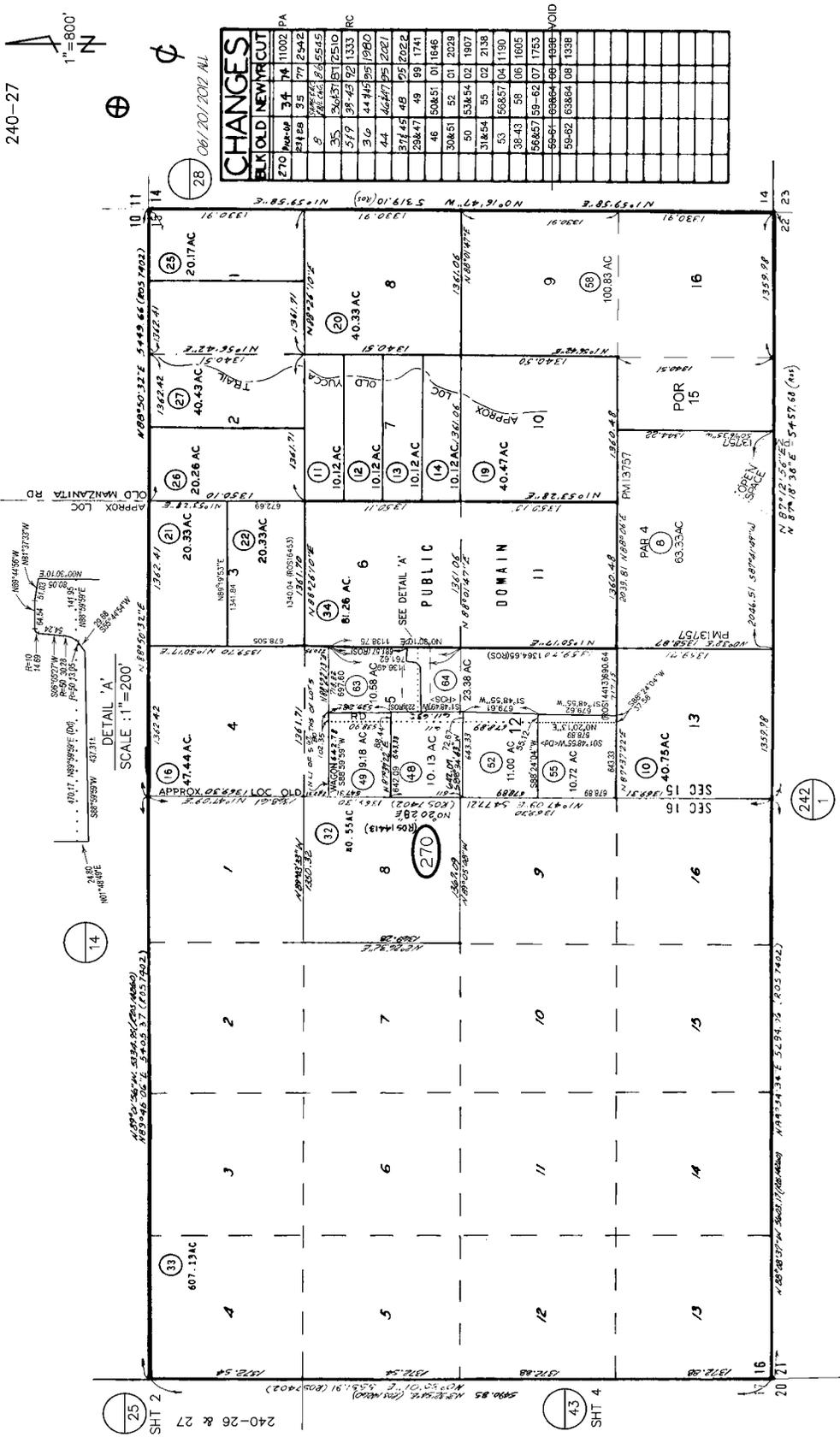
FEET TO THE BEGINNING OF A TANGENT 297.22 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 29°31'33", AN ARC DISTANCE OF 153.16 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 82°00'27" EAST, 112.31 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 35°59'43", AN ARC DISTANCE OF 251.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH 61°59'50" EAST, 89.45 FEET TO THE BEGINNING OF A TANGENT 900 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°48'06", AN ARC DISTANCE OF 138.26 FEET; THENCE TANGENT TO SAID CURVE NORTH 53°11'44" EAST, 20.90 FEET TO THE BEGINNING OF A TANGENT 60 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 48°16'41", AN ARC DISTANCE OF 50.56 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 78°31'35" EAST, 65.00 FEET TO THE BEGINNING OF A TANGENT 130 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 62°03'48", AN ARC DISTANCE OF 140.82 FEET; THENCE TANGENT TO SAID CURVE, NORTH 39°24'37" EAST, 113.11 FEET TO THE BEGINNING OF A TANGENT 185 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 19°01'40", AN ARC DISTANCE OF 61.44 FEET; THENCE TANGENT TO SAID CURVE NORTH 58°26'17" EAST, 98.71 FEET TO THE BEGINNING OF A TANGENT 400 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 33°07'58", AN ARC DISTANCE OF 231.31 FEET; THENCE TANGENT TO SAID CURVE, NORTH 25°18'19" EAST, 98.35 FEET TO THE BEGINNING OF A TANGENT 110 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 37°15'09", AN ARC DISTANCE OF 71.52 FEET; THENCE TANGENT TO SAID CURVE, NORTH 62°33'28" EAST, 124.69 FEET TO THE BEGINNING OF A TANGENT 770 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 12°55'07", AN ARC DISTANCE OF 173.61 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°38'21" EAST, 80.67 FEET TO THE BEGINNING OF A TANGENT 520 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 20°27'30", AN ARC DISTANCE OF 185.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 29°10'51" EAST, 100.30 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 09°06'08", AN ARC DISTANCE OF 66.72 FEET; THENCE TANGENT TO SAID CURVE, NORTH 20°04'43" EAST, 103.05 FEET TO THE BEGINNING OF A TANGENT 420 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 13°08'02", AN ARC DISTANCE OF 96.28 FEET; THENCE TANGENT TO SAID CURVE, NORTH 32°12'45" EAST, 42.65 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 34°05'42", AN ARC DISTANCE OF 89.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°52'57" WEST, 71.67 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 14°56'05", AN ARC DISTANCE OF 78.20 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°03'08" EAST, 35.21 FEET TO THE BEGINNING OF A TANGENT 180 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 31°16'38", AN ARC DISTANCE OF 98.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 45°19'46" EAST, 62.63 FEET TO THE BEGINNING OF A TANGENT 925 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 08°24'38", AN ARC DISTANCE OF 135.78 FEET TO THE BEGINNING OF A TANGENT 1000 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 02°29'21", AN ARC DISTANCE OF 43.44 FEET TO THE BEGINNING OF A REVERSE 1000 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11°26'23", AN ARC DISTANCE OF 199.66 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, WHICH BEARS 598.007 FEET WESTERLY ALONG THE NORTH LINE OF SAID SECTION 28 FROM THE NORTH CORNER OF SAID SECTION 28.

THE SIDELINES OF SAID 40 FOOT STRIP ARE TO BE PROLONGED OR SHORTENED AS NECESSARY OR TERMINATE ON THE SOUTH IN THE NORTHERLY LINE OF SAID STATE HIGHWAY 78 AND ON THE NORTH AND THE NORTH LINE OF SAID SECTION 28.

IT UNDERSTOOD THAT THE EASEMENT SHALL BE EFFECTIVE UNTIL WHICH TIME THE ROCKWOOD ROAD, AS PER MAP PROPOSED DEVELOPMENT BY SAN DIEGO COUNTY HAS BEEN COMPLETED ON TO SECTION 22 IN ABOVE MENTIONED RANGE AND TOWNSHIP. AFTER SAID ROCKWOOD ROAD HAS BEEN COMPLETED AND ACCEPTED AS AN IMPROVED COUNTY ROAD BY THE SAN DIEGO BOARD OF SUPERVISORS, THIS EASEMENT SHALL THEN AND ONLY THEN, BECOME VOID, AS THE NEED FOR SAID EASEMENT WILL NO LONGER BE NECESSARY. IT IS FURTHER UNDERSTOOD ON A CENTER LINE 30 FEET EAST OF THE PRESENT CATTLE GUARD, SHALL BE A CONTINUATION OF THE NOW EXISTING WEST ROAD THROUGH THE WILD ANIMAL PARK, WHICH IS PROPERTY OWNED BY THE CITY OF SAN DIEGO.

PARCEL 6: APN: [240-270-33](#)

LOTS 1 TO 7 INCLUSIVE AND LOTS 9 TO 16 INCLUSIVE OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO U.S. GOVERNMENT SURVEY.



BLK	OLD	NEW	CUT
270	Max 34	14	11002 PA
	21.89	9.5	71 2542
	8	2.5	26545
	35	36.57	812510
	57.7	38.43	921333 RC
	3.6	44.45	951980
	44	46.47	952221
	37.45	48	952622
	28.47	49	991741
	46	50.51	011646
	30.51	52	012029
	50	53.54	021807
	31.54	55	022138
	53	56.57	041190
	38.43	58	061805
	56.57	59-62	071753
	59-61	59-64	081898
	59-62	63-64	081938
			VOID

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS. LOCAL JURISDICTIONS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

11-23-04
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 240 PAGE 27

SEC 15 - T12S - R1W
SEC 16 - T12S - R1W
ROS 7402, 7991, 8017, 8391, 8583, 8744, 10442, 14260, 14413, 16453, 19540

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- | | |
|---------------|-------------------------------|
| (a) building; | (d) improvements on the Land; |
| (b) zoning; | (e) land division; and |
| (c) land use; | (f) environmental protection. |

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- (c) that result in no loss to You; or
- (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- (a) and use
- (b) improvements on the land
- (c) and division
- (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such

- proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.