BONSALL UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES AGREEMENT

PREAMBLE

THIS SCHOOL FACILITIES AGREEMENT ("Agreement") shall be effective as of August 22, 2016 ("Effective Date"), and is entered into by and between BONSALL UNIFIED SCHOOL DISTRICT, a public school district in the State of California ("District"), on the one hand, and ACCREATIVE INVESTMENTS, INC. ("Developer"), on the other. For purposes of this Agreement, the term "Party" shall refer to either the District or Developer, and the term "Parties" shall refer to the District and Developer collectively.

RECITALS

A. WHEREAS, a Citizens Initiative will be on the November 2016 General Election ballot as County Proposition B to approve a General Plan Amendment, Specific Plan and Rezone necessary to proceed with the development of the Lilac Hills Ranch eco-smart community located in and around the unincorporated community of Bonsall, in the County of San Diego (the "Property").

B. WHEREAS, the Project affects approximately 608 acres of land to be known as Lilac Hills Ranch, and provides for the maximum allowable development of 1,746 residential units. Approximately 201 acres are within the District’s boundaries and will be developed with the majority of the residential units, consisting of up to 730 single-family residential units and 270 multiple family residential units (hereinafter “Project”). The portion of the Property proposed for the Project, and thus within the boundaries of the District, is identified on Exhibit “A”.

C. WHEREAS, the Parties acknowledge that students generated by the Project will exceed the capacity of the District's transitional kindergarten through eighth grade ("K-8") facilities and infrastructure and will require construction of a permanent K-8 school facility (preceded by acquisition of a school site for the permanent K-8 facility) and provision of furnishings, fixtures, equipment and technology required for the K-8 school facility to accommodate students generated by the Project; and, the Parties also acknowledge the impacts from the Project will require interim K-8 school facilities to house students from the Project prior to the opening of the permanent school facilities (such permanent and interim facilities are collectively referred to as "School Facilities").

D. WHEREAS, the Parties agree that the statutory development fees on residential and non-residential construction authorized by law, and including, without limitation, Section 53080 of the Government Code, as limited by Section 65995 of the California Government Code, Chapter 4.7 (commencing with Section 65970) Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code, and existing court decisions together with State grants offered through the Leroy F. Greene School Facilities Act of 1998 (as amended thereto) (such State grants are referred to as “State Funds”) are inadequate to mitigate all of the impacts of the Project on District facilities.
E. WHEREAS, the Developer desires fully to mitigate the impact of the development on the District, and to provide quality School Facilities to accommodate the students who will live within the Project.

F. WHEREAS, the District and Developer mutually acknowledge, agree and find that this Agreement sets forth the responsibility of the Developer to fully mitigate all impacts of the Project including those impacts intended to be mitigated by any "State Mandated Fee" (as hereinafter defined), and the California Environmental Quality Act. The Developer and District further acknowledge and agree that this Agreement is not subject to legal challenge as an alleged violation of any terms of any applicable law concerning the payment of school impact fees by homebuilders.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions, and mutual covenants and obligations of the Parties set forth herein, District and Developer hereby agree as follows:

ARTICLE I
STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 Recitals. The recitals stated above are true and correct and are incorporated by reference into this Agreement.

Section 1.2 Authority for this Agreement. This Agreement discharges all obligations of Developer and the Property, statutory or otherwise, to mitigate the impacts of the Project on the District, except as set forth in this Agreement.

Section 1.3 Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the meaning set forth below:

1.3.1 "Senior Housing." "Senior Housing" shall mean any "senior citizen housing" units or facilities as referenced in Government Code Section 65995.1.

1.3.2 "State Law." "State Law" shall mean the applicable laws and/or administrative regulations of the State of California and its agencies.

1.3.4 "State Mandated Fee." "State Mandated Fee" shall mean the statutorily mandated fee for School Facilities pursuant to Education Code sections 17620, et seq., and Government Code sections 65995, et seq.

1.3.5 "Construction Ready Condition." "Construction Ready Condition" shall mean, unless otherwise agreed in writing by the Parties, that:

   (A) the school site being rough graded to pad as verified by a registered Civil Engineer as described in the plans for development of the school site, including:
(i) one-hundred percent (100%) useable to construct a public school structure including adequate surface drainage without any additional engineering and design costs due to topographic conditions;

(ii) utilities stubbed to the property line of the site, including water, sewer, power, internet including fiber optic (if available), all sized adequately for designed K-8 school facility; and

(iii) curbs, gutters, roadways, landscaping and irrigation, signals if required and approved by the County, signage, street lighting in and on all adjacent rights of way and any other improvements necessary to access and serve the K-8 School Site.

(B) In addition, Construction Ready Condition requires the K-8 school site to be in accordance with the standards for school site construction, as approved by the Division of State Architect ("DSA") or other applicable approving authority relating to off-site utility services (e.g., water, sewage, gas electricity, telephone, internet).

(C) In addition, Construction Ready Condition requires the School Site to be in accordance with the standards set by the California Department of Education and the Department of Toxic Substances Control.

ARTICLE II
FEES, MITIGATION, AND PAYMENT CONDITIONS

Section 2.1 Fees and Credits. It is the intention of this Agreement that all fees otherwise statutorily required to be paid by the Project for school mitigation be satisfied by the performance of the obligations set forth in this Agreement and that Developer shall not be required to provide any additional school mitigation payments for the Project. The District agrees that State Funds, if such funds are available, may be used toward the cost of design, construction, furnishing and equipping of the Developer Built School and Interim Facilities. The Parties acknowledge that the District would use such State Funds accordingly absent this Agreement.

Section 2.2 Conditions Precedent. The obligations set forth in this Agreement are binding on the Parties as of the Effective Date, but are not subject to enforcement against the Parties until and upon the approval by the voters of the Citizen’s Initiative, the County’s approval of a tentative map for the Project, and after the statute of limitations for challenging the Citizen’s Initiative and any other entitlements for the Project, including under the California Environmental Quality Act has expired without any cause of action being brought by a third party ("Third Party Litigation") or there is a Favorable Outcome as defined herein. In the event of Third Party Litigation, the obligations set forth herein become enforceable after entry of a final, non-appealable judgment affirming the validity of the Citizen’s Initiative, the tentative map.
and any associated environmental document or other resolution mutually acceptable to the Parties ("Favorable Outcome"). In the event of Third Party Litigation, Developer shall not commence development of the Project other than the grading of the Project site, until said Third Party Litigation results in a Favorable Outcome. In the event that the voters do not approve the Citizen’s Initiative, or there is no Favorable Outcome, this Agreement shall terminate and have no further force and effect.

Section 2.3 Provision of K-8 School. The Parties agree that Developer shall provide for the planning, design, construction, and delivery of a complete K-8 school sufficient to accommodate 550 K-8 students on the School Site, together with new furniture, fixtures, equipment, and standard service equipment without relying on any District resources other than as set forth in this Agreement (collectively the “Developer Built School”). The Developer Built School shall be designed and built consistent with the District’s reasonable standards in effect at time of construction, and comply with all applicable provisions of California law, including Title 24, and all regulations of the California Department of Education, Division of State Architect, Office of Public School Construction, and other agencies with jurisdiction (collectively the “Construction Requirements”). The Parties shall work together in good faith to design a school appropriate to meet the requirements of the Project as set forth herein. District agrees to use reasonable best efforts to approve any agreed upon design and site plan for construction of the Developer Built School. In no event shall the school design and construction fail to meet at least the standards of those used in the design and construction of Bonsall Elementary School, allowing for the addition of a second story and appropriate elevator. The Developer Built School shall be delivered to District ready for occupancy to the District’s reasonable satisfaction before the 1,000th building permit is issued for the Property; and, if the Developer Built School is not satisfactorily delivered by the specified milestone and such delay is not the result of the District’s actions, including changes in the design of the Developer Built School, then Developer agrees not to seek additional building permits or certificates of occupancy for development of any portion of the Property (including any portion of the Property located outside of the District) until such time as the Developer Built School is satisfactorily delivered. Delays caused by the District or by the Division of State Architect may impact the timing of delivery of the Developer Built School; District agrees that the terms of Section 5.20 (Force Majeure) shall apply. Should non-Senior Housing units be approved for development beyond the numbers set forth in the Recitals above within the boundaries of the District (as those boundaries are currently or in the future may be configured), the sizing of the K-8 school shall be increased proportionally. For example, if the number of units increases by ten percent, then the size of the school also increases by ten percent, so as to accommodate 605 students, unless otherwise mutually agreed to by the Parties.

Section 2.4 Interim School Facilities. Developer shall fund or provide interim school facilities complying with all Construction Requirements which shall consist of relocatable school buildings that comply with all Construction Requirements (the “Interim School Facilities”) at existing District school sites for the first 100 students generated from the Project, at Developer’s sole cost and expense. Developer shall provide Interim School Facilities on the Property complying with all Construction Requirements and that lawfully may be occupied by District students, at Developer’s sole cost and expense, no later than when the number of students generated from the Project exceeds 100, and shall fund the incremental costs of maintenance of such Interim School Facilities until such time as Developer delivers the Developer Built School to District as provided herein. Developer’s obligation hereunder with respect to providing
Interim School Facilities is to pay all actual costs of such Interim School Facilities, including all furnishings, fixtures, equipment, and technology.

Section 2.5 Security. Upon the 600th building permit being issued for the Property, if the Developer Built School has not yet satisfactorily been delivered to District, Developer shall provide security to District in the form of a deed of trust on other property in the Project, a letter of credit, or other mutually agreeable form of security instrument, securing the District’s interest in the obligations still outstanding from Developer pursuant to this Agreement (the “Security”). The purpose of this Security is to ensure that, should the Developer or their successor not perform their obligations as required by this Agreement, the District’s interests will be protected and the Developer Built School will be constructed. The Security must be sufficient to ensure adequate resources to the District to complete the Developer Built School by the 1,000th building permit being issued for the Property. The Security shall also be sufficient to meet Developer’s obligations in relation to the School Site, as discussed in Article III below.

Section 2.6 Mitigation Financing. Developer may elect to finance one or more of its obligations to District pursuant to this Agreement, including delivery of the School Site in Construction Ready Condition, providing Interim School Facilities at existing District school sites and, later, on the School Site, and design, construction and furnishing of the Developer Built School through use of a Mello Roos Community Facilities District (“CFD”), in which case District will cooperate with the formation of the CFD, which will be at Developer’s sole expense.

Section 2.7 Coordination of Parties. The Parties shall meet at least annually and more often if requested by a Party, to review status of development of the Property, the Project and projection of anticipated students from the Project to be serviced by the District, and to facilitate Developer’s timely provision of School Facilities. The Parties will also communicate regarding timing for acquisition, preparation and conveyance of the School Site from Developer to District, and development and delivery of the Developer Built School. Each Party will use its best efforts to cooperate in good faith and avoid interference with the other Party in the satisfaction of its obligations relating to this Agreement.

ARTICLE III
SCHOOL SITE

Section 3.1 Reservation of School Site. Developer has identified a site within the Project that is acceptable to the District and of a sufficient size to comply with the guidelines set forth in California Department of Education’s “School Site Selection and Approval Guide” (“School Site”), to accommodate the students projected to be generated from the Project. The School Site is depicted in Exhibit “B” hereto. The School Site shall be free and clear of encumbrances that would affect the District’s ability to use the site for its intended purposes. Developer shall enter into a purchase and sale agreement (“PSA”) with the District for the School Site. Further, the School Site shall be subject to final approval by the California Department of Education (“CDE”) and the Department of Toxic Substances Control (“DTSC”), and the District shall not be required to acquire the School Site if CDE and/or DTSC determines the School Site is unacceptable. If CDE and/or DTSC does not approve the School Site, Developer shall act promptly to take all actions reasonably necessary to achieve CDE and DTSC approval of the School Site, or shall identify to District alternate parcels of equal size, value, and
desirability in terms of location, access and use as the School Site for the District. If the original School Site is not approved by the CDE and/or DTSC after further actions by Developer to achieve such approvals, or should Developer elect to provide an alternate site following initial disapproval by CDE and/or DTSC, the District, subject to its reasonable exercise of discretion, may choose an alternate location for the School Site within the Project’s boundaries that legally may be used by the District for the School Facility and that is approved by the CDE and DTSC, which alternate location must be made available by Developer pursuant to the terms of this Agreement. Developer shall deliver the School Site to District upon close of escrow on the School Site in Construction Ready Condition. Title must be transferred to District prior to issuance of the first certificate of occupancy within the Project. The purchase price for the School Site shall be the fair market value of the School Site in Construction Ready Condition, based upon an appraisal process to be agreed upon between the Parties in compliance with all applicable State Law. If the Parties are unable to agree on an appraisal process, then both Parties shall select their own appraiser, and those respective appraisers shall meet and confer to agree upon the fair market value of the School Site. The Parties agree that the purchase price for the School Site shall be satisfied by the District providing dollar for dollar credits against Residential School Fees owed for the Project.

Section 3.2 School Site Contingency. The Parties acknowledge that the School Site depicted on Exhibit B, while nearby, is not currently located within or immediately adjacent to the District’s boundaries. In the event that a boundary adjustment does not occur pursuant to Article IV of this Agreement prior to the time in which the School Site is required to be delivered to District, and further, in the event that the District is determined not to have a valid legal basis for operation of a traditional or charter school site outside of its boundaries, then the Parties shall follow the procedure and standards set forth in Section 3.1 to select an alternate location within the District’s then-existing boundaries.

ARTICLE IV
BOUNDARY ADJUSTMENT

Section 4.1 Adjustment of School District Boundaries. The Parties have engaged in preliminary discussions regarding a potential change of school district boundaries so that the entirety of the Project, or of all residential development within the Project, can be located in the District. The Parties shall continue to work cooperatively to explore and, if mutually agreeable to the Parties, implement procedures to commence such a boundary adjustment, in compliance with State Law. Developer shall be responsible for all costs related to such a boundary adjustment, including but not limited to survey, legal and consultant work required to achieve the boundary adjustment.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Agreement Runs With Land. This Agreement is created for the benefit of Developer, District, and the Project. Subject to the limitations set forth herein, the covenants of this Agreement shall run with the land constituting the Property. Developer agrees for the benefit of District that the Property shall, following approval by the voters of the Citizen’s Initiative, be held, transferred, and encumbered subject to the provisions of this Agreement which are for the use and benefit of the District, the Developer, the Property and of each and
every person who now or in the future owns any portion or portions of the Property. Immediately following approval by the voters of the Citizen’s Initiative, for any portion of the Property owned by Developer, the Parties shall execute a Memorandum of Agreement in a form substantially complying with Exhibit “C”. Also following approval by the voters of the Citizen’s Initiative, for any portion of the Property not yet owned by Developer, upon acquisition by Developer, the Parties shall execute such a Memorandum of Agreement as to that portion of the Property. Once it is fully executed, either Party to this Agreement may cause the applicable Memorandum of Agreement to be recorded with the Recorder’s Office of San Diego County, and shall reasonably cooperate to prepare or provide any further documents and signatures necessary for the recording of the terms of this Agreement.

Section 5.2 Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party’s obligation to comply with, or right to assert as a defense, any applicable statutes of limitation. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

Section 5.3 Enforceability. Either Party may, following the dispute resolution process set forth in Section 4.2 above, take such legal action as is necessary to enforce the terms of this Agreement, including but not limited to an action for specific performance.

Section 5.4 Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, including without limitation purchasers of all or any part of the Property. Prior to any such transfer or assignment, Developer shall also notify the District in writing of the name of the successor or assign and all appropriate contact information for the District’s records.

Section 5.5 Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

Section 5.6 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within San Diego County.

Section 5.7 Attorneys’ Fees and Costs. In the event of any legal proceeding or alternative dispute resolution proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs arising from the proceeding, including expert witness fees. The prevailing Party on any appeal shall also be entitled to recover its reasonable attorneys’ fees and costs arising out of any such appeal. In addition to the foregoing attorneys’
fees and costs, the prevailing Party shall be entitled to its attorneys’ fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

Section 5.8 Construction. The singular includes the plural, “shall” is mandatory, and “may” is permissive. The Parties acknowledge and agree each of the Parties and each of the Parties’ attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

Section 5.9 Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Bonsall Unified School District
ATTN: Justin Cunningham, Superintendent
31505 Old River Road
Bonsall, CA 92003
Justin.Cunningham@bonsallusd.com
Fax: 760-941-4409

With a copy to Legal Counsel:

Harold M. Freiman
LOZANO SMITH
2001 N. Main Street, Suite 500
Walnut Creek, CA 94596
HFreiman@lozanosmith.com
Fax: 925-953-1625

To Developer:

Accretive Investments, Inc.
ATTN: Randy Goodson, CEO
12275 El Camino Real, Suite 110
San Diego, CA 92130
randy@accretive-investments.com
Fax: 858-546-0770
Section 5.10 No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm’s-length contract.

Section 5.11 No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

Section 5.12 Time is of the Essence. Time is of the essence in the performance of each Party’s respective obligations under this Agreement.

Section 5.13 Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.

Section 5.14 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

Section 5.15 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

Section 5.16 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. Consolidated signature pages shall be compiled by District and forwarded to Developer to constitute the Developer’s executed copy of the Agreement.
Section 5.17 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing.

Section 5.18 Eminent Domain. Nothing in the Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

Section 5.19 Represented by Counsel. Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

Section 5.20 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), governmental regulations beyond the District's reasonable control, court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such event shall occur, the term of this Agreement and the time for performance shall be extended and Developer may seek additional building permits for the Project for the duration of each such event, but only to the extent that doing so does not deprive the District of the intended benefit of this Agreement so as to defeat due consideration for this Agreement. In the event that delays in Developer's construction of the School Facilities be caused by (a) District’s failure to approve plans or documents in a timely manner consistent with the terms of this Agreement, or (b) District’s requests for further changes or amendments to the design or construction plans after the Parties’ approval of that design and construction plan, the term of this Agreement and the time for performance shall be extended and Developer may seek additional building permits for the Project without limitation, until such time as the District ceases to cause such delay. In the event that delays in construction of the School Facilities are caused solely by delay occurring at the Division of State Architect (DSA), the Parties shall work in good faith toward approval of the design by DSA, and Developer may seek additional building permits for the Project, as set forth herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the District and Developer as of the Effective Date.

BONNALL UNIFIED SCHOOL DISTRICT

By: ____________________________________________
   Justin Cunningham, Superintendent

Dated: 8/22/16

ACCRETIVE INVESTMENTS, INC.

By: ____________________________________________
   Randy Goodson, CEO

Dated: 8/22/2016
Exhibit A
Legal Description of
Lilac Hills Ranch Properties
Within Bonsall Unified School District

APN 127-072-14:

THE NORTH 660.00 FEET OF THE EAST 66.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN 128-280-42:

LOT 3 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE WHICH BEARS NORTH 42°18'52" EAST FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3.

ALSO EXCEPTING THE NORTHERLY HALF ACRE OF SAID LOT 3.

APN 127-072-20:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 24; SOUTH 87°48'42" WEST 66.00 FEET TO THE NORTHWEST CORNER OF THE EASTERLY 66.00 FEET OF SAID SECTION 24 AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID EASTERLY 66.00 FEET SOUTH 03°00'00" WEST 660.00 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 660.00 FEET OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY LINE NORTH 87°48'42" EAST 66.00 FEET TO THE EASTERLY LINE OF SAID SECTION 24; THENCE ALONG SAID EASTERLY LINE SOUTH 03°00'00" WEST 819.11 FEET; THENCE NORTH 83°57'18" WEST, 1298.05 FEET; THENCE SOUTH 86°33'26" WEST 28.30 FEET; THENCE NORTH 12°56'30" WEST 123.01 FEET; THENCE NORTH 05°46'45" EAST 223.27 FEET; THENCE NORTH 16°23'10" WEST 711.72 FEET TO THE CENTER LINE OF LILAC ROAD AS LOCATED AND ESTABLISHED IN JULY 1971; THENCE ALONG SAID CENTER LINE AS FOLLOWS:

SOUTH 89°36'00" EAST 187.87 FEET TO AN ANGLE POINT THEREIN; NORTH 87°24'00" EAST 328.83 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°40'00" A DISTANCE OF 232.71 FEET, AND TANGENT TO SAID CURVE NORTH 20°44'00" EAST 151.87 FEET TO THE NORTHERLY LINE OF SAID SECTION 24; THENCE ALONG SAID NORTHERLY LINE NORTH 87°48'42" EAST 788.86 FEET TO THE TRUE POINT OF BEGINNING.
APN 127-072-38, 40, 41, 46 & 47:

PARCELS 1 TO 4, INCLUSIVE, OF PARCEL MAP NO. 13313, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MAY 31, 1984 AS INSTRUMENT NO. 84-204323 OF OFFICIAL RECORDS.

APN 128-440-01:

LOT 4 OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED APRIL 21, 1890, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

APN 128-280-10 (PORTION):

THAT PORTION OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 1°51'45" EAST ALONG THE EASTERLY LINE OF SAID LOT, 441.20 FEET TO THE CENTER LINE OF THAT COUNTY ROAD KNOWN AS LILAC ROAD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°06'10" WEST ALONG SAID CENTER LINE, 109.23 FEET; AND NORTH 70°56'10" WEST 134.27 FEET; THENCE SOUTH 1°51'45" EAST 992.17 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY HALF OF SAID LOT 2; THENCE NORTH 88°09'16" EAST 230.00 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 1°51'45" WEST 912.78 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION, IF ANY LYING WITHIN THE PARCEL OF LAND DESCRIBED IN DEED TO ROBERT H. ALLEN, ET UX RECORDED APRIL 14, 1959 IN DOCUMENT NO. 73044 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 01°06'16" WEST (RECORD SOUTH 0°35'58" WEST) 438.34 FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF THAT COUNTY ROAD COMMONLY KNOWN AS LILAC ROAD; THENCE ALONG SAID APPROXIMATE CENTER LINE NORTH 74°27'57" WEST (RECORD NORTH 74°58'15" WEST) 70.85; THENCE NORTH 70°17'57" WEST (RECORD NORTH 70°48'15" WEST) 660.12 FEET; THENCE SOUTH 83°52'03" WEST (RECORD SOUTH 83°21'45" WEST) 184.06 FEET; THENCE NORTH 83°17'57" WEST (RECORD NORTH 83°48'15" WEST) 352.85 FEET; THENCE SOUTH 89°22'03" WEST (RECORD SOUTH 88°51'45" WEST) 106.82 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49'03" EAST 139.52 FEET (RECORD NORTH 0°29'32" EAST 139.53 FEET) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2 NORTH 88°25'03" EAST 1336.72 FEET (RECORD NORTH 89°54'45" EAST 1336.55 FEET) TO THE POINT OF BEGINNING.

APN 128-280-10 (PORTION):

THAT PORTION OF SOUTH HALF OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF LYING NORTHERLY OF THE NORTH LINE OF RECORD OF SURVEY MAP NO. 13678, RECORDED MARCH 12, 1992 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 128-280-27:

ALL THAT PORTION OF THE NORTH HALF OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF; SOUTH 88°09'16" WEST 230.00 FEET TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO MITCHEL V. RUBEES, ET UX, RECORDED AUGUST 14, 1959, AS DOCUMENT NO. 166152 OF OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LAND, NORTH 1°51'45" WEST 992.17 FEET TO THE NORTHWEST CORNER OF SAID LAND, BEING A POINT IN THE CENTER LINE OF THAT CERTAIN COUNTY ROAD KNOWN AS LILAC ROAD; THENCE ALONG SAID CENTER LINE, NORTH 70°54'10" WEST 225.70 FEET TO AN INTERSECTION WITH A LINE WHICH BEARS NORTH 1°51'45" WEST FROM A POINT IN SAID SOUTHERLY LINE OF SAID NORTH HALF OF SAID LOT 2, DISTANT THEREON NORTH 88°09'16" EAST 903.20 FEET FROM THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG SAID LINE, SOUTH 1°54'45" EAST 1072.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°09'16" EAST 211.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION, IF ANY, INCLUDED WITHIN THE BOUNDARIES OF LAND DESCRIBED IN DEED TO ROBERT H. ALLEN, ET UX, RECORDED APRIL 14, 1959 AS DOCUMENT NO. 73044 OF OFFICIAL RECORDS.

APN 128-280-37:

THAT PORTION OF THE NORTH HALF OF LOT 1 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 1, DISTANT SOUTH 1°52'30" EAST 443.69 FEET FROM THE NORTHWesterLY CORNER OF SAID LOT; THENCE SOUTH 74°58'15" EAST 231.08 FEET TO THE BEGINNING OF A TANGENT 500 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 254.96 FEET; THENCE TANGENT TO SAID CURVE SOUTH 45°45'15" EAST 744.72 FEET TO THE BEGINNING OF A TANGENT 800 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 324.17 FEET; THENCE TANGENT TO SAID CURVE SOUTH 68°58'25" EAST 7.77 FEET; THENCE NORTH 88°35'00" EAST 83.54 FEET TO THE EASTERLY LINE OF SAID LOT.

APN 128-280-46:
THAT PORTION OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 88°09'16"; WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING, BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND, AS FOLLOWS: NORTH 01°51'45" WEST, 500.00 FEET; NORTH 88°09'16" EAST, 450.00 FEET; NORTH 01°51'45" WEST, 156.40 FEET; SOUTH 88°09'16" WEST, 223.07 FEET; AND NORTH 01°51'45" WEST, APPROXIMATELY 460.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN DEED TO ROBERT H. ALLEN, ET UX, RECORDED APRIL 14, 1959 IN BOOK 7602, PAGE 578 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID ALLEN'S LAND, AS FOLLOWS: NORTH 70°48'15" WEST, TO AN ANGLE POINT THEREIN; SOUTH 83°21'45" WEST, 184.06 FEET; NORTH 83°48'15" WEST, 352.85 FEET; AND SOUTH 88°51'45" WEST, 106.82 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°42'38" EAST, 1213.50 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 00°42'38" EAST, 500.48 FEET; THENCE NORTH 88°09'16" EAST, 925.64 FEET MORE OR LESS, TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID PARCEL 1 OF ALLEN'S LAND HEREINABOVE REFERRED TO, SAID INTERSECTION BEING HEREIN DESIGNATED AS POINT "A"; THENCE ALONG SAID EASTIERLY BOUNDARY, NORTH 01°51'45" WEST, APPROXIMATELY 500.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 86°09'16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED RECORDED JULY 25, 1966 AS FILE NO. 120228 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING; BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST TO THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE SOUTH 00°42'38" EAST, 500.48 FEET; THENCE NORTH 88°09'16" EAST, 925.64 FEET, MORE OR LESS, TO THE EASTIERLY BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND HEREINABOVE REFERRED TO; THENCE ALONG SAID EASTIERLY BOUNDARY NORTH 01°51'45" WEST, APPROXIMATELY 500.00 FEET TO THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

APN 128-440-14:
THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 14049, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 2, 1985, NORTHERLY OF THE SOUTH LINE OF THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN 128-440-15:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 14049, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 2, 1985, NORTHERLY OF THE SOUTH LINE OF THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF SAID LOT 2; THENCE SOUTH 1° 51' 45" EAST ALONG THE EASTERLY LINES OF SAID LOTS 2 AND 7 A DISTANCE OF 2664.05 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTH HALF OF SAID LOT 7; THENCE SOUTH 87° 16' 20" WEST ALONG THE SOUTHERLY LINE THEREOF 1415.72 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 7; THENCE NORTH 0° 01' 47" EAST ALONG SAID WESTERLY LINE 1125.33 FEET TO A POINT THEREON THAT IS DISTANT 1561.51 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF SAID LOT 2; THENCE NORTH 88° 09' 16" EAST 578.97 FEET (RECORD 576.15 FEET) TO THE SOUTHEASTERN CORNER OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 AS FILE NO. 168773 IN SERIES 1, BOOK 1960 OF OFFICIAL RECORDS; THENCE NORTH 1° 51' 45" WEST 400.25 FEET TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 IN SERIES 1, BOOK 1960 AS FILE NO. 168774 OF OFFICIAL RECORDS; THENCE NORTH 88° 09' 16" EAST ALONG THE SOUTHERLY LINE THEREOF 337.71 FEET TO THE SOUTHEAST CORNER OF SAID COVINGTON'S LAND, BEING POINT "X" OF THIS DESCRIPTION; THENCE ALONG THE EASTERN LINE THEREOF AND THE EASTERLY LINE OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 AS FILE NO. 168773 IN SERIES 1, BOOK 1960 OF OFFICIAL RECORDS, NORTH 1° 51' 45" WEST 1160.88 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE NORTH 88° 09' 16" EAST ALONG SAID SOUTHERLY LINE 461.72 FEET TO THE POINT OF BEGINNING.

APN 128-440-06:

THAT PORTION OF THE EAST HALF OF THE SOUTH HALF OF LOT 1 (EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, DISTANT THEREON SOUTH 89°15'34" WEST, 320.12 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89°15'34" EAST 320.12 FEET TO SAID SOUTHEAST CORNER; THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 0°42'16" WEST, 699.55 FEET; THENCE SOUTH 88°54'12" WEST, 323.69 FEET; THENCE SOUTH 0°59'50" EAST, 697.55 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON.

APN 128-440-18, 19, 20 & 21:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 17704, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 10, 1996.

APN 128-440-17:

THAT PORTION OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 19 AS SHOWN ON CORNER RECORD DOCUMENT NO. 792, FILED IN THE OFFICE OF COUNTY ENGINEER OF SAID COUNTY ON SEPTEMBER 24, 1982, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 19 BEARS NORTH 3°14'28" EAST 2650.40 FEET (NORTH 3°14'21" EAST 2650.06 FEET RECORD); THENCE ALONG THE SOUTH LINE OF LOT 4 OF SAID SECTION 19, SOUTH 89°58'03" EAST 327.68 FEET (SOUTH 89°58'39" EAST 327.66 FEET RECORD) TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SECTION 19; THENCE SOUTH 32°18'51" EAST 128.18 FEET; THENCE NORTH 0°28'59" EAST 67.06 FEET; THENCE NORTH 0°13'51" WEST 842.77 FEET; THENCE NORTH 88°38'21" EAST 852.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1°23'52" EAST 105.38 FEET TO THE BEGINNING OF A NON TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE THEREETO BEARS SOUTH 59°36'34" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'30", A DISTANCE OF 159.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 76°11'57" WEST 196.88 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°37'29", A DISTANCE OF 20.22 FEET TO THE BEGINNING OF A REVERSE 34.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, EASTERLY AND NORTHERLY; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 230°14'12" A DISTANCE OF 136.63 FEET; THENCE SOUTH 10°37'39" WEST 371.15 FEET; THENCE NORTH 88°44'44" EAST 119.06 FEET; THENCE NORTH 88°44'44" EAST 338.42 FEET; THENCE NORTH 1°23'52" WEST 660.94 FEET TO A POINT WHICH BEARS NORTH 88°38'21" EAST 40.00 FEET FROM THE TRUE POINT OF BEGINNING THENCE; SOUTH 88°38'21" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING, AS DESCRIBED AS PARCEL B OF CERTIFICATE OF COMPLIANCE RECORDED 11/22/89 AND RE RECORDED 2/8/90 AS DOC# 89-635839 AND 90-071423 RESPECTIVELY BOTH OF OFFICIAL RECORDS.

APN 128-440-05:
THAT PORTION OF THE EAST HALF OF THE SOUTH HALF OF LOT 1 (EAST HALF OF NORTHWEST QUARTER), SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, DISTANT THEREON NORTH 0°42'16" WEST, 699.55 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 0°42'16" WEST 671.29 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF LOT 1; THENCE ALONG SAID NORTH LINE, SOUTH 88°34'17" WEST 654.22 FEET TO THE WEST LINE OF SAID EAST HALF OF LOT 1; THENCE ALONG SAID WEST LINE, SOUTH 1°17'23" EAST, 667.50 FEET TO A LINE WHICH BEARS SOUTH 88°54'12" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88°54'12" EAST, 647.37 FEET TO THE POINT OF BEGINNING.

APN 128-440-23:

ALL THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF LOT 1 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER, NORTH 01°52'53" WEST 133.65 FEET; THENCE CONTINUING NORTH ALONG SAID WESTERLY LINE 1038'61 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 47°21'40" EAST, 453.37 FEET; THENCE NORTH 42°11'15" EAST 162.68 FEET; THENCE NORTH 53°22'00" EAST, 235.61 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE SOUTH HALF OF SAID LOT 1; THENCE NORTH 01°17'23" WEST ALONG SAID EASTERLY LINE 222.04 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF THE SOUTH OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WEST HALF; SOUTH 88°34'17" WEST 654.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°52'53" EAST 183.14 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION IF ANY LYING WITHIN THE DEED FROM HELMUTH F. ARTMANN, A MARRIED MAN AND ALFRED WUESTEFELD, A MARRIED MAN TO HELMUTH F. ARTMANN, A MARRIED MAN AND AFLRED WUESTEFELD, A MARRIED MAN, RECORDED JANUARY 31, 2001 AS INSTRUMENT NO. 2001-0056302 AND DESCRIBED AS FOLLOWS:


APN 128-440-22:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 01°52'53" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER, 133.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°52'53" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1038.61 FEET; THENCE LEAVING SAID WEST LINE OF SAID SOUTHEAST QUARTER SOUTH 51°19'53" EAST 454.21 FEET; THENCE NORTH 42°11'15" EAST 162.68 FEET; THENCE NORTH 53°22'00" EAST 235.66 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 01°17'23" EAST ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, A DISTANCE OF 49.05 FEET; THENCE SOUTH 53°22'00" WEST 203.32 FEET; THENCE SOUTH 42°11'50" WEST 229.50 FEET; THENCE SOUTH 03°20'15" EAST 278.42 FEET; THENCE NORTH 85°44'44" WEST, 50.00 FEET; THENCE SOUTH 33°52'20" WEST 482.70 FEET TO THE TRUE POINT OF BEGINNING.


APN 128-440-02:

THAT PORTION OF THE SOUTH HALF OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING; BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST TO THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE SOUTH 00° 42' 38" EAST, 500.48 FEET; THENCE NORTH 88° 09' 16" EAST, 925.64 FEET, MORE OR LESS, TO THE EASTERN BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND HEREINABOVE REFERRED TO; THENCE ALONG SAID EASTERN BOUNDARY NORTH 01° 51' 45" WEST, APPROXIMATELY 500.00 FEET TO THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

APN 128-440-11:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF LOT 1 (THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE WISTERLY LINE OF SAID SOUTHEAST QUARTER, NORTH 01°52'53" WEST 133.65 FEET; THENCE NORTH 33°52'20" EAST 482.70 FEET; THENCE SOUTH 85°44' EAST 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03°20'15" WEST 278.42 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "A"; THENCE NORTH 42°11'15" EAST 229.50 FEET; THENCE NORTH 55°22'00" EAST, 203.32 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE SOUTH HALF OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE SOUTH 01°16'27" WEST TO A LINE WHICH BEARS SOUTH 85°44' EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 85°44' WEST 315.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED HALF INTEREST IN THE WELL-SITE LOCATED ON THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL UNITED STATES GOVERNMENT SURVEY.

APN 128-440-07:

THAT PORTION OF THE EAST HALF OF THE SOUTH HALF OF LOT 1 (EAST HALF OF NORTHWEST QUARTER), SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EASTERLY LINE THEREOF NORTH 0° 42' 16" WEST, 699.55 FEET; THENCE SOUTH 88° 54' 12" WEST, 323.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88° 54' 12" WEST, 323.68 FEET TO THE WEST LINE OF SAID EAST HALF OF SOUTH HALF OF LOT 1; THENCE THEREON SOUTH 1° 17' 23" WEST, 695.56 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF SOUTH HALF OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89° 15' 34" EAST, 320.12 FEET TO A POINT DISTANT THEREON SOUTH 89° 15' 34" WEST, 320.12 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 0° 59' 50" WEST, 697.55 FEET TO TRUE POINT OF BEGINNING.
Civic Uses / Community Purpose Facilities

LILAC HILLS RANCH SPECIFIC PLAN

FIGURE 62
MEMORANDUM OF AGREEMENT BETWEEN BONSALL UNIFIED SCHOOL DISTRICT AND ACCRETIVE INVESTMENTS, INC.

This Memorandum is entered into as of August 22, 2016, by and between BONSALL UNIFIED SCHOOL DISTRICT, a California public school district ("DISTRICT"), and ACCRETIVE INVESTMENTS, INC., ("DEVELOPER"). The DISTRICT and DEVELOPER are sometimes referred to herein collectively as the "Parties," or each individually as a "Party."

WHEREAS, DISTRICT and DEVELOPER are parties to a School Facilities Agreement dated August 22, 2016 ("Agreement"), by which DEVELOPER has agreed to provide various benefits to DISTRICT to mitigate the impacts of development of DEVELOPER's master planned community to be located in San Diego County and known as "Lilac Hills Ranch", in order to satisfy DEVELOPER's statutory obligations to pay State Mandated Fees to DISTRICT as required by Government Code sections 65995, et seq., and Education Code section 77620, et seq.

WHEREAS, the Parties intend to bind the successors in interest in the Property, as that Property is more particularly described in Exhibit "A" hereto, to the obligations of DEVELOPER as set forth in the Agreement, until such obligations to DISTRICT are fully satisfied; and

WHEREAS, the purpose of this Memorandum is to give notice of the existence of the Agreement, together with this Memorandum, which constitute the agreement between the DISTRICT and DEVELOPER, to each successor in interest to any portion of the Property.

NOW, THEREFORE, DISTRICT and DEVELOPER hereby agree that the Agreement creates a covenant running with the land and that either Party may record this Memorandum. Any interested person may obtain a copy of the Agreement at the Bonsall Unified School District office located at 31505 Old River Road, Bonsall, California 92003. The terms and conditions of the Agreement are hereby incorporated by reference with the same force and effect as though set forth herein.
In the event of any conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall control.

This Memorandum may be executed in counterparts, each of which shall be deemed an original for all purposes and which together shall be considered one document.

IN WITNESS WHEREOF, this Memorandum has been executed by the Parties on the date and year first written above.

DISTRICT:

By:  
Name:  Justin Cunningham  
Its:  Superintendent  
Dated:  8/23/16  

DEVELOPER:

By:  
Name:  R. Randy Goodman  
Its:  CEO  
Dated:  23 Apr 2016  


Exhibit "A" to Memorandum

Property Description/Map
Exhibit A
To Memorandum of Agreement (dated 8/23/16)

Legal Description of Properties within
Lilac Hills Ranch Owned by the Developer and/or Affiliates
Within Bonsall Unified School District

APN 127-072-14:

THE NORTH 660.00 FEET OF THE EAST 66.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN 128-280-42:

LOT 3 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE WHICH BEARS NORTH 42°18'52" EAST FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3.

ALSO EXCEPTING THE NORTHERLY HALF ACRE OF SAID LOT 3.

APN 127-072-20:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 24; SOUTH 87°48'42" WEST 66.00 FEET TO THE NORTHWEST CORNER OF THE EASTERLY 66.00 FEET OF SAID SECTION 24 AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID EASTERLY 66.00 FEET SOUTH 03°00'00" WEST 660.00 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 660.00 FEET OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY LINE NORTH 87°48'42" EAST 66.00 FEET TO THE EASTERLY LINE OF SAID SECTION 24; THENCE ALONG SAID EASTERLY LINE SOUTH 03°00'00" WEST 819.11 FEET; THENCE NORTH 83°57'18" WEST, 1298.05 FEET; THENCE SOUTH 86°33'26" WEST 28.30 FEET; THENCE NORTH 12°56'30" WEST 123.01 FEET; THENCE NORTH 05°46'45" EAST 223.27 FEET; THENCE NORTH 16°23'10" WEST 711.72 FEET TO THE CENTER LINE OF LILAC ROAD AS LOCATED AND ESTABLISHED IN JULY 1971; THENCE ALONG SAID CENTER LINE AS FOLLOWS:

SOUTH 89°36'00" EAST 187.87 FEET TO AN ANGLE POINT THEREIN; NORTH 87°24'00" EAST 328.83 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°40'00" A DISTANCE OF 232.71 FEET, AND TANGENT TO
SAID CURVE NORTH 20°44'00" EAST 151.87 FEET TO THE NORTHERLY LINE OF SAID SECTION 24; THENCE ALONG SAID NORTHERLY LINE NORTH 87°48'42" EAST 788.86 FEET TO THE TRUE POINT OF BEGINNING.

APN 127-072-38, 40, 41, 46 & 47:

PARCELS 1 TO 4, INCLUSIVE, OF PARCEL MAP NO. 13313, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MAY 31, 1984 AS INSTRUMENT NO. 84-204323 OF OFFICIAL RECORDS.

APN 128-440-01:

LOT 4 OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO U.S. GOVERNMENT SURVEY APPROVED APRIL 21, 1890, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

APN 128-280-27:

ALL THAT PORTION OF THE NORTH HALF OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF; SOUTH 88°09'16" WEST 230.00 FEET TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO MITCHEL V. RUBEEES, ET UX, RECORDED AUGUST 14, 1959, AS DOCUMENT NO. 166152 OF OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LAND, NORTH 1°51'45" WEST 992.17 FEET TO THE NORTHWEST CORNER OF SAID LAND, BEING A POINT IN THE CENTER LINE OF THAT CERTAIN COUNTY ROAD KNOWN AS LILAC ROAD; THENCE ALONG SAID CENTER LINE, NORTH 70°54'10" WEST 225.70 FEET TO AN INTERSECTION WITH A LINE WHICH BEARS NORTH 1°51'45" WEST FROM A POINT IN SAID SOUTHERLY LINE OF SAID NORTH HALF OF SAID LOT 2, DISTANT THEREON NORTH 88°09'16" EAST 903.20 FEET FROM THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG SAID LINE, SOUTH 1°54'45" EAST 1072.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°09'16" EAST 211.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION, IF ANY, INCLUDED WITHIN THE BOUNDARIES OF LAND DESCRIBED IN DEED TO ROBERT H. ALLEN, ET UX, RECORDED APRIL 14, 1959 AS DOCUMENT NO. 73044 OF OFFICIAL RECORDS.

APN 128-280-46:

THAT PORTION OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTIERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 88°09'16"; WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING, BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND, AS
FOLLOWS: NORTH 01°51'45" WEST, 500.00 FEET; NORTH 01°51'45" WEST, 156.40 FEET; SOUTH 88°09'16" WEST, 223.07 FEET; AND NORTH 01°51'45" WEST, APPROXIMATELY 460.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN DEED TO ROBERT H. ALLEN, ET UX, RECORDED APRIL 14, 1959 IN BOOK 7602, PAGE 578 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID ALLEN'S LAND, AS FOLLOWS: NORTH 70°48'15" WEST, TO AN ANGLE POINT THEREIN; SOUTH 83°21'45" WEST, 184.06 FEET; NORTH 83°48'15" WEST, 352.85 FEET; AND SOUTH 88°51'45" WEST, 106.82 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°42'38" WEST, 1213.50 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 00°42'38" EAST, 500.48 FEET; THENCE NORTH 88°09'16" EAST, 925.64 FEET MORE OR LESS, TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID PARCEL 1 OF ALLEN'S LAND HEREINABOVE REFERRED TO, SAID INTERSECTION BEING HEREIN DESIGNATED AS POINT "A"; THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 01°51'45" WEST, APPROXIMATELY 500.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 86°09'16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED RECORDED JULY 25, 1966 AS FILE NO. 120228 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING; BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST TO THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE SOUTH 00°42'38" EAST, 500.48 FEET; THENCE NORTH 88°09'16" EAST, 925.64 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND HEREINABOVE REFERRED TO: THENCE ALONG SAID EASTERLY BOUNDARY NORTH 01°51'45" WEST, APPROXIMATELY 500.00 FEET TO THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°09'16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

APN 128-440-03 AND 128-290-07:

ALL THOSE PORTIONS OF LOTS 2 AND 7 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF SAID LOT 2; THENCE SOUTH 1° 51' 45" EAST ALONG THE EASTERLY LINES OF SAID LOTS 2 AND 7 A DISTANCE OF 2664.05 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTH HALF OF SAID LOT 7; THENCE SOUTH 87° 16' 20" WEST ALONG THE SOUTHERLY LINE THEREOF 1415.72 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 7; THENCE NORTH 0° 01' 47" EAST ALONG SAID WESTERLY LINE 1125.33 FEET TO A POINT THEREON THAT IS DISTANT 1561.51 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF SAID LOT 2; THENCE NORTH 88° 09' 16" EAST 578.97 FEET (RECORD 576.15 FEET) TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 AS FILE NO. 168773 IN SERIES 1, BOOK 1960 OF OFFICIAL RECORDS; THENCE NORTH 1° 51' 45" WEST 400.25 FEET TO THE SOUTHWEST...
CORNER OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 IN SERIES 1, BOOK 1960 AS FILE NO. 168774 OF OFFICIAL RECORDS; THENCE NORTH 88° 09' 16" EAST ALONG THE SOUTHERLY LINE THEREOF 337.71 FEET TO THE SOUTHEAST CORNER OF SAID COVINGTON'S LAND, BEING POINT "X" OF THIS DESCRIPTION; THENCE ALONG THE EASTERNLY LINE THEREOF AND THE EASTERNLY LINE OF LAND DESCRIBED IN DEED TO NORMAN H. COVINGTON RECORDED AUGUST 19, 1960 AS FILE NO. 168773 IN SERIES 1, BOOK 1960 OF OFFICIAL RECORDS, NORTH 1° 51' 45" WEST 1160.88 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE NORTH 88° 09' 16" EAST ALONG SAID SOUTHERLY LINE 461.72 FEET TO THE POINT OF BEGINNING.

APN 128-440-18, 19, 20 & 21:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 17704, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 10, 1996.

APN 128-440-17:

THAT PORTION OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 19 AS SHOWN ON CORNER RECORD DOCUMENT NO. 792, FILED IN THE OFFICE OF COUNTY ENGINEER OF SAID COUNTY ON SEPTEMBER 24, 1982, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 19 BEARS NORTH 3°14'28" EAST 2650.40 FEET (NORTH 3°14'21" EAST 2650.06 FEET RECORD); THENCE ALONG THE SOUTH LINE OF LOT 4 OF SAID SECTION 19, SOUTH 89°58'03" EAST 327.68 FEET (SOUTH 89°58'39" EAST 327.66 FEET RECORD) TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SECTION 19; THENCE SOUTH 32°18'51" EAST 128.18 FEET; THENCE NORTH 0°28'59" EAST 67.06 FEET; THENCE NORTH 0°13'51" WEST 842.77 FEET; THENCE NORTH 88°38'21" EAST 852.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1°23'52" EAST 105.38 FEET TO THE BEGINNING OF A NON TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE THERETO BEARS SOUTH 59°36'34" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'30", A DISTANCE OF 159.90 FEET; THENCE TANGENT TO SAID CURVE SOUTH 76°11'57" WEST 196.88 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°37'29", A DISTANCE OF 20.22 FEET TO THE BEGINNING OF A REVERSE 34.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, EASTERLY AND NORTHERLY; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'12" A DISTANCE OF 136.63 FEET; THENCE SOUTH 10°37'39" WEST 371.15 FEET; THENCE NORTH 88°44'44" EAST 119.06 FEET; THENCE NORTH 88°44'44" EAST 338.42 FEET; THENCE NORTH 1°23'52" WEST 660.94 FEET TO A POINT WHICH BEARS NORTH 88°38'21" EAST 40.00 FEET FROM THE TRUE POINT OF BEGINNING THENCE; SOUTH 88°38'21" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING, AS DESCRIBED AS PARCEL B OF CERTIFICATE OF COMPLIANCE RECORDED 11/22/89 AND RE RECORDED 2/8/90 AS DOC# 89-635839 AND 90-071423 RESPECTIVELY BOTH OF OFFICIAL RECORDS.

APN 128-440-02:
THAT PORTION OF THE SOUTH HALF OF LOT 2 IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF THE NORTH HALF OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST, 891.00 FEET TO THE TRUE POINT OF BEGINNING; BEING ALSO A CORNER IN THE BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN DEED TO ARTHUR G. SMITH, ET UX, RECORDED AUGUST 30, 1960 AS FILE NO. 175664; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST TO THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE SOUTH 00° 42' 38" EAST, 500.48 FEET; THENCE NORTH 88° 09' 16" EAST, 925.64 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PARCEL 1 OF SMITH'S LAND HEREINABOVE REFERRED TO; THENCE ALONG SAID EASTERLY BOUNDARY NORTH 01° 51' 45" WEST, APPROXIMATELY 500.00 FEET TO THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88° 09' 16" WEST, 450.00 FEET TO THE TRUE POINT OF BEGINNING.

APN 128-440-11:

ALL THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF LOT 1 (THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER, NORTH 01°52'53" WEST 133.65 FEET; THENCE NORTH 33°52'20" EAST 482.70 FEET; THENCE SOUTH 85°44' EAST 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03°20'15" WEST 278.42 FEET TO A POINT HERIN AFTER KNOWN AS POINT "A"; THENCE NORTH 42°11'15" EAST 229.50 FEET; THENCE NORTH 55°22'00" EAST, 203.32 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE SOUTH HALF OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE SOUTH 01°16'27" WEST TO A LINE WHICH BEARS SOUTH 85°44' EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 85°44' WEST 315.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED HALF INTEREST IN THE WELL-SITE LOCATED ON THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL UNITED STATES GOVERNMENT SURVEY.

APN 128-440-07:

THAT PORTION OF THE EAST HALF OF THE SOUTH HALF OF LOT 1 (EAST HALF OF NORTHWEST QUARTER), SECTION 19, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE THEREOF NORTH 0° 42' 16" WEST, 699.55 FEET; THENCE SOUTH 88° 54' 12" WEST, 323.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88° 54' 12" WEST, 323.68 FEET TO THE WEST LINE OF SAID EAST HALF OF SOUTH HALF OF LOT 1; THENCE THEREON SOUTH 1° 17' 23" WEST, 695.56 FEET TO THE SOUTHWEST CORNER OF SAID EAST
HALF OF SOUTH HALF OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89° 15' 34'' EAST, 320.12 FEET TO A POINT DISTANT THEREON SOUTH 89° 15' 34'' WEST, 320.12 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 0° 59' 50'' WEST, 697.55 FEET TO TRUE POINT OF BEGINNING.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On August 23, 2016, before me, Alexis R. Albersen, Notary Public, personally appeared By Randolph Albersen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: (Seal)
NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On August 23, 2016, before me, Gina McInerny, Notary Public, personally appeared Justin Cunningham who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: (Seal)
NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On August 23, 2016, before me, Gina McInerny, Notary Public, personally appeared Justin Cunningham, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: ___________________________ (Seal)