

Land Use & Housing Committee of October 5, 2011
Sale of a Portion of Carlton Oaks Golf Course
Table of Contents

- Report to Land Use & Housing Committee dated 9/28/11
- Appraisal Abstract
- South Property plat & legal description (City property that would be sold to TY Investment, Inc.)
- West Property plat & legal description (TY Investment, Inc. property that would be conveyed to City)
- Letter from San Diego River Conservancy dated 9/8/10 waiving their right to purchase the property
- Option Agreement, Conservation & Trail Easement Deed, and Right of First Refusal (between San Diego River Conservancy and TY Investment, Inc.)
- William Anderson Memorandum dated 5/28/10
- Environmental Impact Statement
- Purchase & Sale Agreement (subject to obtaining City Council authorization)

Exhibit A: South Property Legal Description

[TO FOLLOW BEHIND THIS PAGE]

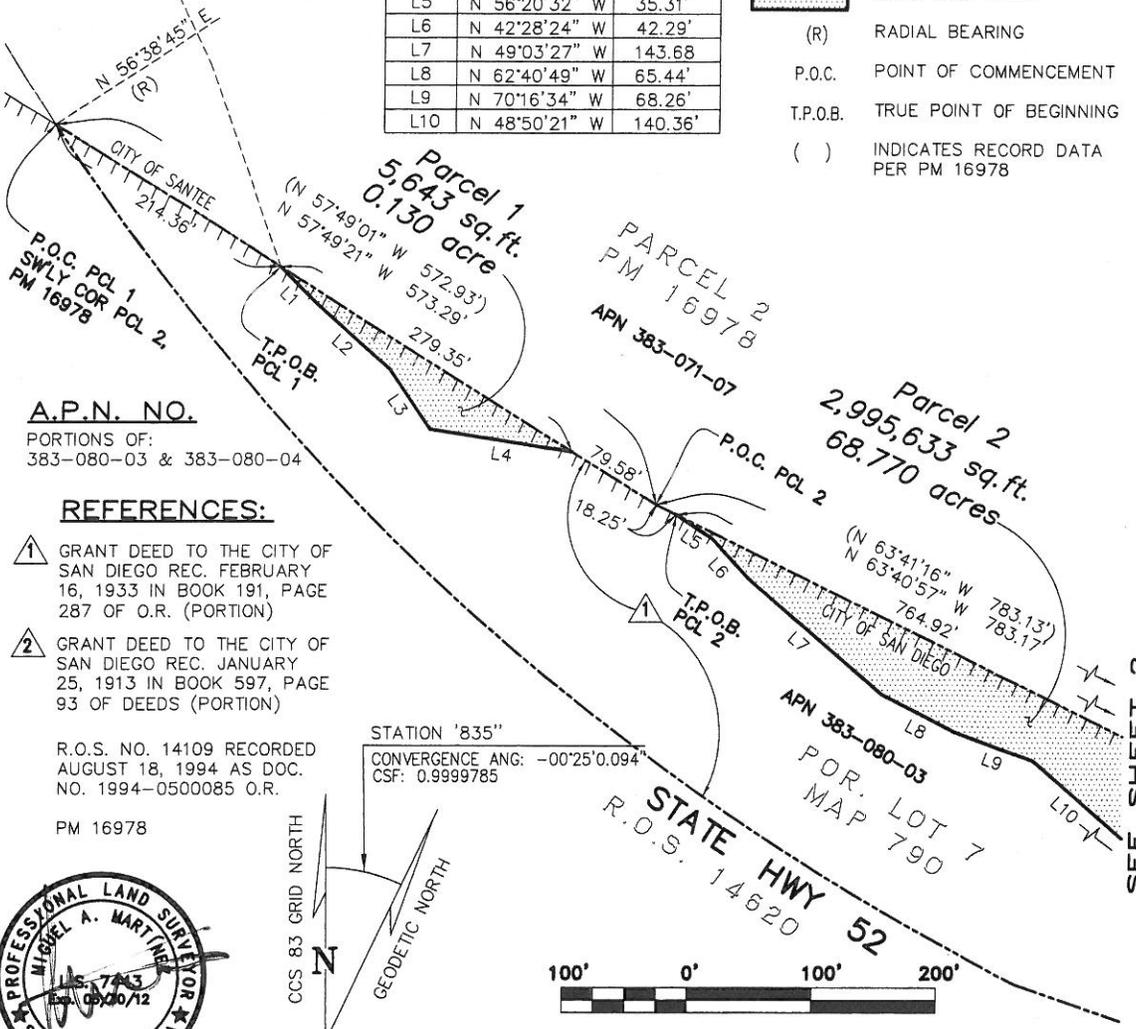
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492. IE. N 46°08'43" E

LINE	BEARING	LENGTH
L1	N 44°49'17" W	39.62'
L2	N 48°42'40" W	82.06'
L3	N 34°03'28" W	58.59'
L4	N 81°02'26" W	115.46'
L5	N 56°20'32" W	35.31'
L6	N 42°28'24" W	42.29'
L7	N 49°03'27" W	143.68'
L8	N 62°40'49" W	65.44'
L9	N 70°16'34" W	68.26'
L10	N 48°50'21" W	140.36'

LEGEND:

- INDICATES PROPERTY
- INDICATES CITY OF SAN DIEGO BOUNDARY PER PM 16978
-  LAND SALE AREA
- (R) RADIAL BEARING
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- () INDICATES RECORD DATA PER PM 16978



A.P.N. NO.

PORTIONS OF:
383-080-03 & 383-080-04

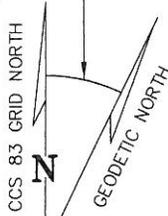
REFERENCES:

- 1 GRANT DEED TO THE CITY OF SAN DIEGO REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)
- 2 GRANT DEED TO THE CITY OF SAN DIEGO REC. JANUARY 25, 1913 IN BOOK 597, PAGE 93 OF DEEDS (PORTION)

R.O.S. NO. 14109 RECORDED AUGUST 18, 1994 AS DOC. NO. 1994-0500085 O.R.

PM 16978

STATION '835'
CONVERGENCE ANG: -00°25'0.094"
CSF: 0.9999785



SCALE: 1" = 100'

SEE SHEET 2



Alta Land Surveying

9517 GROSSMONT SUMMIT DR.
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT1.DWG J.N. 10-1930 DATE: 07/18/11

LAND SALE PLAT

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					SHEET 1 OF 4 SHEETS
			8/17/11		1884-6323
					CCS 83 COORDINATES
					244-1763
					LAMBERT COORDINATES
					36565-1-B

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492. IE. N 46°08'43" E

LINE	BEARING	LENGTH
L5	N 56°20'32" W	35.31'
L6	N 42°28'24" W	42.29'
L7	N 49°03'27" W	143.68'
L8	N 62°40'49" W	65.44'
L9	N 70°16'34" W	68.26'
L10	N 48°50'21" W	140.36'
L11	N 72°44'45" W	128.34'
L12	N 80°33'38" W	111.54'
L13	N 81°25'50" W	138.72'
L14	N 84°49'51" E	82.64'
L15	N 79°08'42" E	112.34'
L16	N 82°08'32" E	216.39'
L17	N 89°05'29" W	200.13'
L18	N 85°08'59" E	142.97'
L19	N 82°50'24" E	122.70'

STATION '835"
CONVERGENCE ANG: -00°25'0.094"
CSF: 0.9999785

MAP 6973

PARCEL 2
PM 16978
APN 383-071-07

Parcel 2
2,995,633 sq. ft.
68.770 acres

POR. OF LOT 7
MAP 790

REFERENCES:

- ② 20-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED JULY 1, 1964 AS FILE NO. 118613, O.R.
- ③ 10-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED MAY 7, 1971 AS FILE NO. 95224, O.R.
- ④ 12-FOOT WIDE EASEMENT TO S.D.G.&E. RECORDED FEB. 18, 1959 IN BK. 7504, PG. 247, O.R.
- ⑤ 20-FOOT WIDE SEWER EASEMENT TO SANTEE COUNTY WATER DISTRICT PER DOC. RECORDED DEC. 11, 1958 IN BK. 7392, PG. 215, O.R.
- ⑥ 10-FOOT WIDE WATER EASEMENT TO CARLTON SANTEE CORP. PER DOC. RECORDED OCT. 4, 1962 AS FILE/PG. NO. 171434, O.R.
- ① GRANT DEED TO THE CITY OF SAN DIEGO REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)

STATE HWY 52
R.O.S. 16019



SCALE: 1" = 200'



Alta Land Surveying

9517 GROSSMONT SUMMIT DR.
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT2.DWG J.N. 10-1930 DATE: 07/18/11

LAND SALE PLAT

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					
			8/17/11		
					SHEET 2 OF 4 SHEETS
					1884-6323
					CCS 83 COORDINATES
					244-1763
					LAMBERT COORDINATES
					36565-2-B

Gregory P. Hopkins 8-18-2011
FOR CITY ENGINEER DATE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492. I.E. N 46°08'43" E

PARCEL 2
PM 16978
APN 383-071-07

MAP 6973

Parcel 2
2,995,633 sq. ft.
68.770 acres

APN 383-080-03

FANITA RANCHO
POR. OF
MAP 1703

POR. OF LOT 7
MAP 790

LINE	BEARING	LENGTH
L19	N 82°50'24" E	122.70'
L20	N 85°34'14" E	137.37'
L21	N 81°27'01" E	152.38'
L22	N 67°58'13" E	132.62'
L23	N 61°59'55" E	88.39'
L24	N 55°57'27" E	84.96'
L25	N 63°22'33" E	77.76'
L26	N 83°49'25" E	85.56'
L27	N 77°10'21" W	209.10'
L28	N 74°04'03" W	126.83'
L29	N 81°39'31" W	200.09'
L30	N 85°32'56" W	76.47'
L31	N 78°53'08" W	235.08'
L32	N 82°51'55" W	181.98'
L33	N 86°51'43" W	96.46'

SEE SHEET 2

SEE SHEET 4

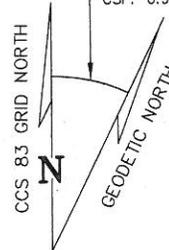


STATE HWY 52
R.O.S. 16019



SCALE: 1" = 200'

STATION '835'
CONVERGENCE ANG: -00°25'0.094"
CSF: 0.9999785



Alta Land Surveying

9517 GROSSMONT SUMMIT DR.
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT3.DWG J.N. 10-1930 DATE: 07/18/11

LAND SALE PLAT

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					
	GH		8/17/11		
					SHEET 3 OF 4 SHEETS
					Gregory P. Hopkins 8-18-2011 FOR CITY ENGINEER DATE
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36565-3-B

EXHIBIT 'A'
LEGAL DESCRIPTION
LAND SALE PARCEL

PARCEL 1

THAT PORTION OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

1. SOUTH 57°49'21" EAST 214.36 FEET **TO THE TRUE POINT OF BEGINNING**
(REC. SOUTH 57°49'01" EAST, PER PM 16978) ;THENCE LEAVING SAID SOUTHWESTERLY LINE
2. SOUTH 44°49'17" EAST 39.62 FEET ; THENCE
3. SOUTH 48°42'40" EAST 82.06 FEET ; THENCE
4. SOUTH 34°03'28" EAST 58.59 FEET ; THENCE
5. SOUTH 81°02'26" EAST 115.46 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID LINE
6. NORTH 57°49'21" WEST 279.35 FEET **TO THE TRUE POINT OF BEGINNING.**

CONTAINS 5,643 SQUARE FEET (0.130 ACRES), MORE OR LESS.

PARCEL 2

THOSE PORTIONS OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), AND AS CONVEYED BY FANNIE MCKOON, ET AL TO NACKIE H. SCRIPPS, JANUARY 25, 1913 BY DEED RECORDED IN BOOK 597, PAGE 93 OF DEEDS (APN 383-080-04), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT 'A'
LEGAL DESCRIPTION (CONT'D)
LAND SALE PARCEL

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

- | | | | |
|-----|----------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | SOUTH 63°40'57" EAST
(REC. SOUTH 63°41'16"
EAST, PER PM 16978) | 18.25 FEET | TO THE TRUE POINT OF BEGINNING
; THENCE CONTINUING ALONG THE
SOUTHERLY AND WESTERLY BOUNDARY
OF SAID PARCEL 2 THE FOLLOWING
COURSES: |
| 2. | SOUTH 63°40'57" EAST | 764.92 FEET | ; THENCE |
| 3. | NORTH 72°35'38" EAST | 694.93 FEET | ; THENCE |
| 4. | NORTH 46°56'54" EAST | 1131.79 FEET | ; THENCE |
| 5. | NORTH 79°58'54" EAST | 941.09 FEET | ; THENCE |
| 6. | NORTH 83°59'54" EAST | 998.87 FEET | ; THENCE |
| 7. | NORTH 64°11'09" EAST | 739.43 FEET | ; THENCE |
| 8. | SOUTH 00°29'09" WEST | 835.84 FEET | ; THENCE LEAVING SAID PARCEL 2
BOUNDARY |
| 9. | SOUTH 61°57'19" WEST | 27.74 FEET | ; THENCE |
| 10. | SOUTH 44°24'31" WEST | 56.94 FEET | ; THENCE |
| 11. | SOUTH 52°28'16" WEST | 44.65 FEET | ; THENCE |
| 12. | SOUTH 45°25'46" WEST | 76.52 FEET | ; THENCE |
| 13. | SOUTH 53°32'20" WEST | 78.43 FEET | ; THENCE |
| 14. | SOUTH 51°35'54" WEST | 87.13 FEET | ; THENCE |
| 15. | SOUTH 53°15'50" WEST | 108.24 FEET | ; THENCE |
| 16. | SOUTH 51°56'14" WEST | 132.14 FEET | ; THENCE |
| 17. | SOUTH 65°56'17" WEST | 97.76 FEET | ; THENCE |
| 18. | SOUTH 66°21'01" WEST | 157.19 FEET | ; THENCE |
| 19. | SOUTH 69°19'04" WEST | 89.48 FEET | ; THENCE |
| 20. | SOUTH 67°47'03" WEST | 203.11 FEET | ; THENCE |
| 21. | SOUTH 75°30'50" WEST | 182.84 FEET | ; THENCE |

22. SOUTH 80°40'30" WEST 72.02 FEET ; THENCE
23. SOUTH 86°51'59" WEST 68.24 FEET ; THENCE
24. NORTH 86°51'43" WEST 96.46 FEET ; THENCE
25. NORTH 82°51'55" WEST 181.98 FEET ; THENCE
26. NORTH 78°53'08" WEST 235.08 FEET ; THENCE
27. NORTH 85°32'56" WEST 76.47 FEET ; THENCE
28. NORTH 81°39'31" WEST 200.09 FEET ; THENCE
29. NORTH 74°04'03" WEST 126.83 FEET ; THENCE
30. NORTH 77°10'21" WEST 209.10 FEET ; THENCE
31. SOUTH 83°49'25" WEST 85.56 FEET ; THENCE
32. SOUTH 63°22'33" WEST 77.76 FEET ; THENCE
33. SOUTH 55°57'27" WEST 84.96 FEET ; THENCE
34. SOUTH 61°59'55" WEST 88.39 FEET ; THENCE
35. SOUTH 67°58'13" WEST 132.62 FEET ; THENCE
36. SOUTH 81°27'01" WEST 152.38 FEET ; THENCE
37. SOUTH 85°34'14" WEST 137.37 FEET ; THENCE
38. SOUTH 82°50'24" WEST 122.70 FEET ; THENCE
39. SOUTH 85°08'59" WEST 142.97 FEET ; THENCE
40. NORTH 89°05'29" WEST 200.13 FEET ; THENCE
41. SOUTH 82°08'32" WEST 216.39 FEET ; THENCE
42. SOUTH 79°08'42" WEST 112.34 FEET ; THENCE
43. NORTH 80°33'38" WEST 111.54 FEET ; THENCE
44. SOUTH 84°49'51" WEST 82.64 FEET ; THENCE
45. SOUTH 79°08'42" WEST 112.34 FEET ; THENCE
46. SOUTH 84°49'51" WEST 82.64 FEET ; THENCE
47. NORTH 81°25'50" WEST 138.72 FEET ; THENCE
48. NORTH 80°33'38" WEST 111.54 FEET ; THENCE
49. NORTH 72°44'45" WEST 128.34 FEET ; THENCE
50. NORTH 48°50'21" WEST 140.36 FEET ; THENCE
51. NORTH 70°16'34" WEST 68.26 FEET ; THENCE
52. NORTH 62°40'49" WEST 65.44 FEET ; THENCE
53. NORTH 49°03'27" WEST 143.68 FEET ; THENCE
54. NORTH 42°28'24" WEST 42.29 FEET ; THENCE
55. NORTH 56°20'32" WEST 35.31 FEET **TO THE TRUE POINT OF BEGINNING.**

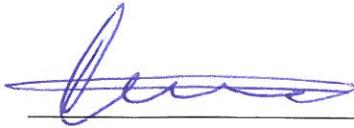
CONTAINS 2,995,633 SQUARE FEET (68.770 ACRES), MORE OR LESS.

EXHIBIT 'A'
LEGAL DESCRIPTION (CONT'D)
LAND SALE PARCEL

ATTACHED HERETO IS DRAWING NO. 36565-B LABELED AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

ALTA LAND SURVEYING, INC.



MIGUEL A. MARTINEZ

DATE

7/18/11

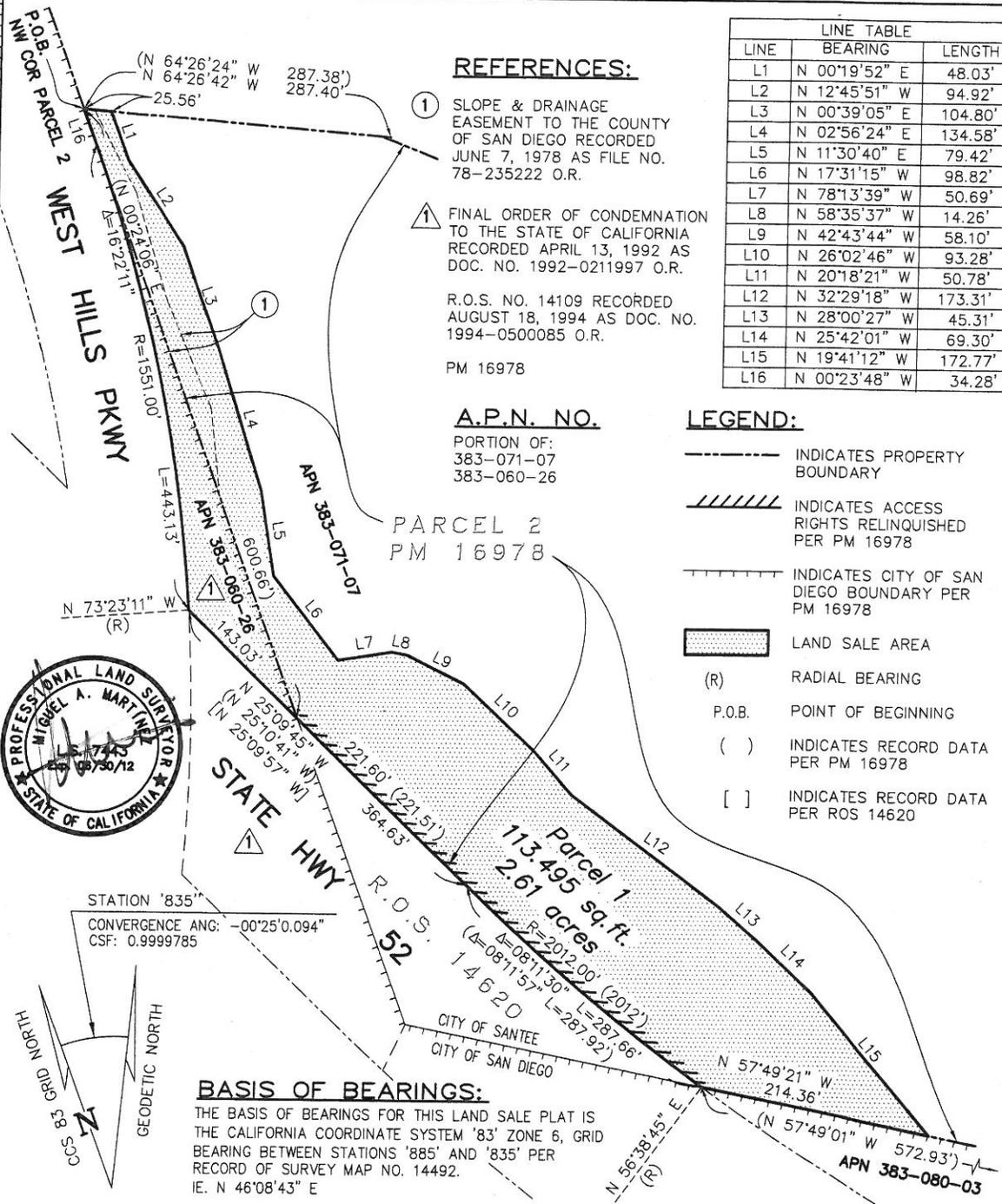
L.S. 7443

LIC. EXP. 06/30/12

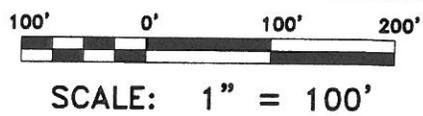


Exhibit B: West Property Legal Description

[TO FOLLOW BEHIND THIS PAGE]



Alta Land Surveying
 9517 GROSSMONT SUMMIT DR.
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 1930-B-SHT.DWG J.N. 10-1930 DATE: 07/18/11



LAND SALE PLAT

PORTIONS OF PARCEL 2, PM 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, AND OF TRACT 'O' & 'T' OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					SHEET 1 OF 1 SHEET
			08/17/11		Gregory P. Hollman 8-18-2011 FOR CITY ENGINEER DATE
					1886-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36564-B

EXHIBIT 'A'
LEGAL DESCRIPTION
LAND SALE PARCEL

PARCEL 1

THOSE PORTIONS OF PARCEL 2 OF PARCEL MAP NO. 16978 IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS, AND TRACT "O" AND "T" OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CONVEYED IN PARCEL 3 OF A DEED IN MIDWEST TELEVISION, INC., AS CONVEYED TO THE STATE OF CALIFORNIA, IN FINAL ORDER OF CONDEMNATION RECORDED APRIL 13, 1992 AS INSTRUMENT NO. 1992-0211997, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE THEREOF,

1. SOUTH 64°26'42" EAST 25.56 FEET ; THENCE LEAVING SAID NORTHERLY LINE
(SOUTH 64°26'24" EAST
PER PM 16978)
2. SOUTH 00°19'52" WEST 48.03 FEET ; THENCE
3. SOUTH 12°45'51" EAST 94.92 FEET ; THENCE
4. SOUTH 00°39'05" WEST 104.80 FEET ; THENCE
5. SOUTH 02°56'24" WEST 134.58 FEET ; THENCE
6. SOUTH 11°30'40" WEST 79.42 FEET ; THENCE
7. SOUTH 17°31'15" EAST 98.82 FEET ; THENCE
8. SOUTH 78°13'39" EAST 50.69 FEET ; THENCE
9. SOUTH 58°35'37" EAST 14.26 FEET ; THENCE
10. SOUTH 42°43'44" EAST 58.10 FEET ; THENCE
11. SOUTH 26°02'46" EAST 93.28 FEET ; THENCE
12. SOUTH 20°18'21" EAST 50.78 FEET ; THENCE

- 13. SOUTH 32°29'18" EAST 173.31 FEET ; THENCE
- 14. SOUTH 28°00'27" EAST 45.31 FEET ; THENCE
- 15. SOUTH 25°42'01" EAST 69.30 FEET ; THENCE
- 16. SOUTH 19°41'12" EAST 172.77 FEET TO THE SOUTHERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978; THENCE ALONG SAID SOUTHERLY LINE
- 17. NORTH 57°49'21" WEST 214.36 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, BEING THE BEGINNING OF A NON-TANGENT 2,012.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 56°38'45" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND ARC OF SAID CURVE,
- 18. NORTHWESTERLY 287.66 FEET THROUGH A CENTRAL ANGLE OF 08°11'30"; THENCE TANGENT TO SAID CURVE
- 19. NORTH 25°09'45" WEST 364.63 FEET ALONG SAID SOUTHWESTERLY LINE OF PARCEL 2 AND ITS NORTHWESTERLY PROLONGATION TO A POINT ON A 1,551.00-FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°23'11" EAST, BEING ALSO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY APRIL 13, 1992 AS DOCUMENT NO 1992-0211197 OF O.R.; THENCE ALONG SAID WESTERLY LINE AND ARC OF SAID CURVE
- 20. NORTHERLY 443.13 FEET THROUGH A CENTRAL ANGLE OF 16°22'11" TO A POINT ON THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978

;THENCE NON-TANGENT ALONG SAID
WESTERLY LINE

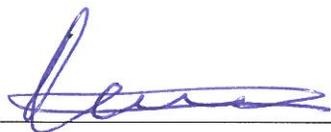
21. NORTH 00°23'48" WEST 34.28 FEET **TO THE POINT OF BEGINNING.**

CONTAINS 113,495 SQUARE FEET (2.61 ACRES), MORE OR LESS.

ATTACHED HERETO IS DRAWING NO. 36564-B LABELED AS EXHIBIT "B" AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY:

ALTA LAND SURVEYING, INC.



MIGUEL A. MARTINEZ

7/18/11
DATE

L.S. 7443

LIC. EXP. 06/30/12



Exhibit C: Berm Property

[TO FOLLOW BEHIND THIS PAGE]

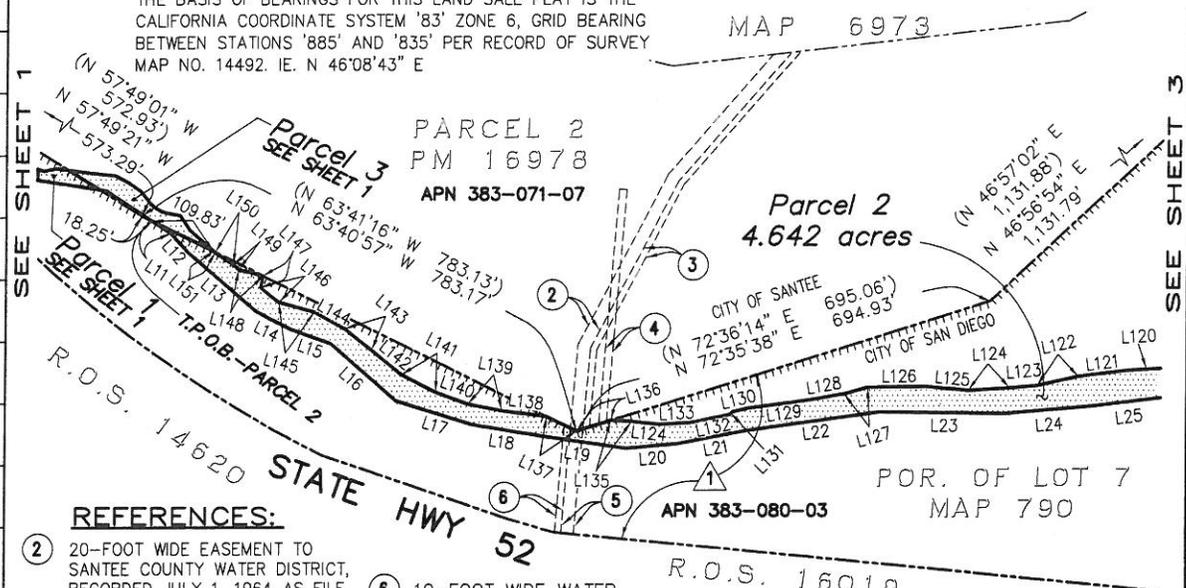
LINE TABLE		
LINE	BEARING	LENGTH
L11	N 56°20'32" W	35.31'
L12	N 42°28'24" W	42.29'
L13	N 49°03'27" W	143.68'
L14	N 62°40'49" W	65.44'
L15	N 70°16'34" W	68.26'
L16	N 48°50'21" W	140.36'
L17	N 72°44'45" W	128.34'
L18	N 80°33'38" W	111.54'
L19	N 81°25'50" W	138.72'
L20	N 84°49'51" E	82.64'
L21	N 79°08'42" E	112.34'
L22	N 82°08'32" E	216.39'
L23	N 89°05'29" W	200.13'
L24	N 85°08'59" E	142.97'
L25	N 82°50'24" E	122.70'

LINE TABLE		
LINE	BEARING	LENGTH
L120	N 86°40'47" E	96.64'
L121	N 82°48'03" E	79.66'
L122	N 77°40'52" E	67.99'
L123	N 85°09'23" E	44.22'
L124	N 86°15'30" E	67.34'
L125	N 84°17'16" W	67.34'
L126	N 89°31'01" E	95.74'
L127	N 74°02'07" E	39.21'
L128	N 80°30'33" E	57.92'
L129	N 82°16'56" E	98.89'
L130	N 76°21'17" E	25.32'
L131	N 44°22'47" E	5.47'
L132	N 78°23'14" E	65.08'
L133	N 87°07'30" E	49.61'
L134	N 83°26'54" W	44.42'
L135	N 87°34'22" W	32.93'

LINE TABLE		
LINE	BEARING	LENGTH
L136	N 72°35'38" E	57.00'
L137	N 63°40'57" W	53.29'
L138	N 82°47'18" W	72.17'
L139	N 78°39'09" W	55.89'
L140	N 70°13'51" W	55.89'
L141	N 63°02'38" W	62.51'
L142	N 50°51'57" W	62.51'
L143	N 51°14'53" W	55.69'
L144	N 60°59'04" W	55.69'
L145	N 74°38'10" W	59.37'
L146	N 51°40'02" W	38.01'
L147	N 11°03'21" E	18.90'
L148	N 75°10'38" W	41.03'
L149	N 47°21'19" W	11.59'
L150	N 56°42'31" W	35.56'
L151	N 48°10'10" W	3.70'

BASIS OF BEARINGS:

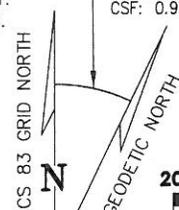
THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492. IE. N 46°08'43" E



REFERENCES:

- ② 20-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED JULY 1, 1964 AS FILE NO. 118613, O.R.
- ③ 10-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED MAY 7, 1971 AS FILE NO. 95224, O.R.
- ④ 12-FOOT WIDE EASEMENT TO S.D.G.&E. RECORDED FEB. 18, 1959 IN BK. 7504, PG. 247, O.R.
- ⑤ 20-FOOT WIDE SEWER EASEMENT TO SANTEE COUNTY WATER DISTRICT PER DOC. RECORDED DEC. 11, 1958 IN BK. 7392, PG. 215, O.R.
- ⑥ 10-FOOT WIDE WATER EASEMENT TO CARLTON SANTEE CORP. PER DOC. RECORDED OCT. 4, 1962 AS FILE/PG. NO. 171434, O.R.
- ① GRANT DEED TO THE CITY OF SAN DIEGO, REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)

STATION '835'
CONVERGENCE ANG: -00°25'0.094"
CSF: 0.9999785



SCALE: 1" = 200'

Alta Land Surveying
9517 GROSSMONT SUMMIT DR.
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT2 TRAIL.DWG J.N. 10-1930 DATE: 7/18/11

TRAIL EASEMENT RESERVATION

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

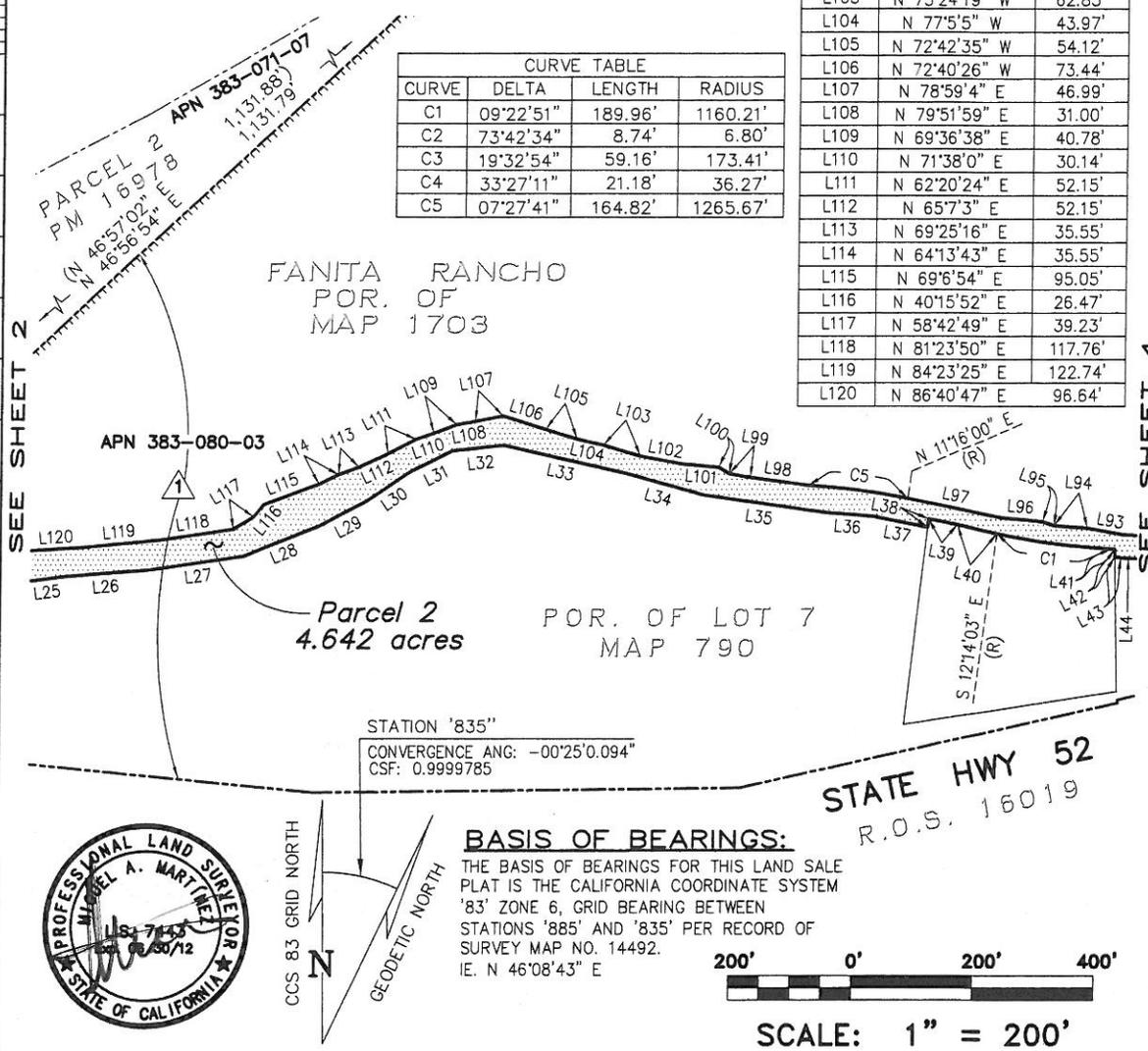
DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					SHEET 2 OF 4 SHEETS
			8/17/2011		Gregory P. Hyman 8-18-2011 FOR CITY ENGINEER DATE
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36567-2-B

LINE	BEARING	LENGTH
L25	N 82°50'24" E	122.70'
L26	N 85°34'14" E	137.37'
L27	N 81°27'1" E	152.38'
L28	N 67°58'13" E	132.62'
L29	N 61°59'55" E	88.39'
L30	N 55°57'27" E	84.96'
L31	N 63°22'33" E	77.76'
L32	N 83°49'25" E	85.56'
L33	N 77°10'21" W	209.10'
L34	N 74°4'3" W	126.83'

LINE	BEARING	LENGTH
L35	N 81°39'31" W	200.09'
L36	N 85°32'56" W	76.47'
L37	N 78°53'8" W	94.95'
L38	N 6°32'44" E	13.87'
L39	N 78°39'24" W	48.97'
L40	N 77°39'54" W	66.27'
L41	N 85°5'3" W	6.03'
L42	N 1°3'33" W	13.00'
L43	N 82°51'55" W	9.46'
L44	N 86°51'43" W	96.46'

LINE	BEARING	LENGTH
L93	N 79°40'26" W	59.86'
L94	N 85°51'10" W	55.03'
L95	N 69°56'17" W	19.59'
L96	N 84°55'28" W	68.89'
L97	N 78°26'58" W	157.74'
L98	N 82°17'35" W	95.43'
L99	N 79°56'0" W	34.81'
L100	N 58°25'45" W	20.71'
L101	N 85°9'55" W	57.09'
L102	N 79°15'18" W	71.37'
L103	N 73°24'19" W	62.85'
L104	N 77°5'5" W	43.97'
L105	N 72°42'35" W	54.12'
L106	N 72°40'26" W	73.44'
L107	N 78°59'4" E	46.99'
L108	N 79°51'59" E	31.00'
L109	N 69°36'38" E	40.78'
L110	N 71°38'0" E	30.14'
L111	N 62°20'24" E	52.15'
L112	N 65°7'3" E	52.15'
L113	N 69°25'16" E	35.55'
L114	N 64°13'43" E	35.55'
L115	N 69°6'54" E	95.05'
L116	N 40°15'52" E	26.47'
L117	N 58°42'49" E	39.23'
L118	N 81°23'50" E	117.76'
L119	N 84°23'25" E	122.74'
L120	N 86°40'47" E	96.64'

CURVE	DELTA	LENGTH	RADIUS
C1	09°22'51"	189.96'	1160.21'
C2	73°42'34"	8.74'	6.80'
C3	19°32'54"	59.16'	173.41'
C4	33°27'11"	21.18'	36.27'
C5	07°27'41"	164.82'	1265.67'



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LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT3 TRAIL.DWG J.N. 10-1930 DATE: 7/18/11

TRAIL EASEMENT RESERVATION
PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL	<i>AM</i>	<i>AM</i>	8/17/2011		SHEET 3 OF 4 SHEETS
		<i>Gregory P. Hughes</i>	8-18-2011		FOR CITY ENGINEER DATE
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36567-3-B

EXHIBIT 'A'
LEGAL DESCRIPTION
TRAIL EASEMENT RESERVATION

PARCEL 1

THAT PORTION OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

1. SOUTH 57°49'21" EAST 214.36 FEET **TO THE TRUE POINT OF BEGINNING**
(SOUTH 57°49'01" EAST, ;THENCE LEAVING SAID SOUTHWESTERLY
PER PM 16978) LINE
2. SOUTH 44°49'17" EAST 39.62 FEET ; THENCE
3. SOUTH 48°42'40" EAST 82.06 FEET ; THENCE
4. SOUTH 34°03'28" EAST 58.59 FEET ; THENCE
5. SOUTH 81°02'26" EAST 115.46 FEET TO SAID SOUTHWESTERLY LINE OF
PARCEL 2; THENCE ALONG SAID
SOUTHWESTERLY LINE
6. NORTH 57°49'21" WEST 59.71 FEET ;THENCE LEAVING SAID SOUTHWESTERLY
LINE
7. NORTH 82°40'13" WEST 20.38 FEET ; THENCE
8. SOUTH 78°19'56" WEST 20.15 FEET ; THENCE
9. NORTH 70°01'41" WEST 12.66 FEET ; THENCE
10. NORTH 36°09'44" WEST 30.80 FEET ; THENCE
11. NORTH 18°45'05" WEST 17.20 FEET ; THENCE
12. NORTH 17°34'51" WEST 4.62 FEET ; THENCE
13. NORTH 57°49'21" WEST 128.73 FEET **TO THE TRUE POINT OF BEGINNING.**

CONTAINS 4,366.5 SQUARE FEET (0.100 ACRES), MORE OR LESS.

PARCEL 2

THOSE PORTIONS OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), AND AS CONVEYED BY FANNIE MCKOON, ET AL TO NACKIE H. SCRIPPS, JANUARY 25, 1913 BY DEED RECORDED IN BOOK 597, PAGE 93 OF DEEDS (APN 383-080-04), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01" EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

1. SOUTH 63°40'57" EAST 18.25 FEET TO THE **TRUE POINT OF BEGINNING**
(REC. SOUTH 63°41'16" EAST, PER PM 16978) ; THENCE LEAVING SAID SOUTHWESTERLY LINE
2. SOUTH 56°20'32" EAST 35.31 FEET ; THENCE
3. SOUTH 42°28'24" EAST 42.29 FEET ; THENCE
4. SOUTH 49°03'27" EAST 143.68 FEET ; THENCE
5. SOUTH 62°40'49" EAST 65.44 FEET ; THENCE
6. SOUTH 70°16'34" EAST 68.26 FEET ; THENCE
7. SOUTH 48°50'21" EAST 140.36 FEET ; THENCE
8. SOUTH 72°44'45" EAST 128.34 FEET ; THENCE
9. SOUTH 80°33'38" EAST 111.54 FEET ; THENCE
10. SOUTH 81°25'50" EAST 138.72 FEET ; THENCE
11. NORTH 84°49'51" EAST 82.64 FEET ; THENCE
12. NORTH 79°08'42" EAST 112.34 FEET ; THENCE
13. NORTH 82°08'32" EAST 216.39 FEET ; THENCE
14. SOUTH 89°05'29" EAST 200.13 FEET ; THENCE
15. NORTH 85°08'59" EAST 142.97 FEET ; THENCE
16. NORTH 82°50'24" EAST 122.70 FEET ; THENCE
17. NORTH 85°34'14" EAST 137.37 FEET ; THENCE
18. NORTH 81°27'01" EAST 152.38 FEET ; THENCE
19. NORTH 67°58'13" EAST 132.62 FEET ; THENCE

20. NORTH 61°59'55" EAST 88.39 FEET ; THENCE
21. NORTH 55°57'27" EAST 84.96 FEET ; THENCE
22. NORTH 63°22'33" EAST 77.76 FEET ; THENCE
23. NORTH 83°49'25" EAST 85.56 FEET ; THENCE
24. SOUTH 77°10'21" EAST 209.10 FEET ; THENCE
25. SOUTH 74°04'03" EAST 126.83 FEET ; THENCE
26. SOUTH 81°39'31" EAST 200.09 FEET ; THENCE
27. SOUTH 85°32'56" EAST 76.47 FEET ; THENCE
28. SOUTH 78°53'08" EAST 94.95 FEET ; THENCE
29. NORTH 06°32'44" EAST 13.87 FEET ; THENCE
30. SOUTH 78°39'24" EAST 48.97 FEET ; THENCE
31. SOUTH 77°39'54" EAST 66.27 FEET TO THE BEGINNING OF A NON-TANGENT
1160.21 FOOT RADIUS CURVE CONCAVE
NORTHERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 12°14'03" EAST;
THENCE ALONG THE ARC OF SAID CURVE
32. EASTERLY 189.96 FEET THROUGH A CENTRAL ANGLE OF 09°22'51"
;THENCE
33. SOUTH 85°05'03" EAST 6.03 FEET ; THENCE
34. SOUTH 01°03'33" EAST 13.00 FEET ; THENCE
35. SOUTH 82°51'55" EAST 9.46 FEET ; THENCE
36. SOUTH 86°51'43" EAST 96.46 FEET ; THENCE
37. NORTH 86°51'59" EAST 68.24 FEET ; THENCE
38. NORTH 80°40'30" EAST 72.02 FEET ; THENCE
39. NORTH 75°30'50" EAST 182.84 FEET ; THENCE
40. NORTH 67°47'03" EAST 203.11 FEET ; THENCE
41. NORTH 69°19'04" EAST 89.48 FEET ; THENCE
42. NORTH 66°21'01" EAST 157.19 FEET ; THENCE
43. NORTH 65°56'17" EAST 97.76 FEET ; THENCE
44. NORTH 51°56'14" EAST 132.14 FEET ; THENCE
45. NORTH 53°15'50" EAST 108.24 FEET ; THENCE
46. NORTH 51°35'54" EAST 87.13 FEET ; THENCE
48. NORTH 53°32'20" EAST 78.43 FEET ; THENCE
49. NORTH 45°25'46" EAST 76.52 FEET ; THENCE

50. NORTH 52°28'16" EAST 44.65 FEET ; THENCE
51. NORTH 44°24'31" EAST 56.94 FEET ; THENCE
52. NORTH 61°57'19" EAST 27.74 FEET TO A POINT ON THE WEST LINE OF PARCEL
2 OF PARCEL MAP 16978, SAID POINT
DISTANT 185.52 FEET FROM THE
SOUTHWEST CORNER THEREOF; THENCE
ALONG SAID WEST LINE
53. NORTH 00°29'09" EAST 65.30 FEET ; THENCE LEAVING SAID WEST LINE
54. SOUTH 32°35'30" WEST 19.79 FEET ; THENCE
55. SOUTH 52°41'23" WEST 38.37 FEET ; THENCE
56. SOUTH 50°57'18" WEST 136.12 FEET ; THENCE
57. SOUTH 49°28'23" WEST 56.34 FEET ; THENCE
58. SOUTH 49°31'12" WEST 82.94 FEET ; THENCE
59. SOUTH 55°17'15" WEST 29.01 FEET ; THENCE
60. SOUTH 51°26'47" WEST 10.53 FEET ; THENCE
61. SOUTH 77°23'25" WEST 11.59 FEET ; THENCE
62. SOUTH 43°49'26" WEST 8.88 FEET ; THENCE
63. SOUTH 56°38'51" WEST 30.57 FEET ; THENCE
64. SOUTH 56°57'03" WEST 36.35 FEET TO THE BEGINNING OF A NON-TANGENT
6.80 FOOT RADIUS CURVE CONCAVE
WESTERLY, A RADIAL LINE TO SAID POINT
BEARS NORTH 43°11'54" EAST; THENCE
ALONG THE ARC OF SAID CURVE
65. SOUTHERLY AND 8.75 FEET THROUGH A CENTRAL ANGLE OF 73°42'34"
SOUTHWESTERLY TO THE BEGINNING OF A NON-TANGENT
173.41 FOOT RADIUS CURVE CONCAVE
NORTHWESTERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 55°56'12" EAST;
THENCE ALONG THE ARC OF SAID CURVE
66. SOUTHWESTERLY 59.16 FEET THROUGH A CENTRAL ANGLE OF 19°32'54"
; THENCE
67. SOUTH 59°01'52" WEST 23.83 FEET ; THENCE
68. SOUTH 39°28'19" WEST 23.83 FEET ; THENCE
69. SOUTH 59°55'29" WEST 96.37 FEET ; THENCE
70. SOUTH 60°04'30" WEST 80.59 FEET ; THENCE

71. SOUTH 67°40'37" WEST 39.43 FEET ; THENCE
72. SOUTH 62°21'01" WEST 53.90 FEET ; THENCE
73. SOUTH 66°36'26" WEST 52.77 FEET ; THENCE
74. SOUTH 63°52'31" WEST 21.19 FEET ; THENCE
75. SOUTH 69°27'18" WEST 41.46 FEET ; THENCE
76. SOUTH 71°24'44" WEST 71.88 FEET ; THENCE
77. SOUTH 69°24'56" WEST 63.54 FEET ; THENCE
78. SOUTH 67°37'23" WEST 52.23 FEET TO THE BEGINNING OF A NON-TANGENT
36.27 FOOT RADIUS CURVE CONCAVE
NORTHERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 28°36'54" EAST;
THENCE ALONG THE ARC OF SAID CURVE
79. WESTERLY 21.18 FEET THROUGH A CENTRAL ANGLE OF 33°27'12"
80. SOUTH 70°04'47" WEST 22.08 FEET ; THENCE
81. SOUTH 72°24'29" WEST 36.71 FEET ; THENCE
82. SOUTH 74°05'16" WEST 13.44 FEET ; THENCE
83. SOUTH 76°44'50" WEST 50.28 FEET ; THENCE
84. SOUTH 72°42'09" WEST 61.09 FEET ; THENCE
85. SOUTH 78°22'21" WEST 57.49 FEET ; THENCE
86. SOUTH 80°25'33" WEST 51.94 FEET ; THENCE
87. NORTH 88°44'39" WEST 52.80 FEET ; THENCE
88. NORTH 87°24'50" WEST 80.66 FEET ; THENCE
89. NORTH 79°40'26" WEST 59.86 FEET ; THENCE
90. NORTH 85°51'10" WEST 55.03 FEET ; THENCE
91. NORTH 69°56'17" WEST 19.59 FEET ; THENCE
92. NORTH 84°55'28" WEST 68.89 FEET ; THENCE
93. NORTH 78°26'58" WEST 157.74 FEET TO THE BEGINNING OF A NON-TANGENT
1265.67 FOOT RADIUS CURVE CONCAVE
SOUTHERLY, A RADIAL LINE TO SAID
POINT BEARS NORTH 11°16'00" EAST;
THENCE ALONG THE ARC OF SAID CURVE
94. WESTERLY 164.82 THROUGH A CENTRAL ANGLE OF 07°27'41"
95. NORTH 82°17'35" WEST 95.43 FEET ; THENCE
96. NORTH 79°56'00" WEST 34.81 FEET ; THENCE

97.	NORTH 58°25'45" WEST	20.71 FEET ; THENCE
98.	NORTH 85°09'55" WEST	57.09 FEET ; THENCE
99.	NORTH 79°15'18" WEST	71.37 FEET ; THENCE
100.	NORTH 73°24'19" WEST	62.85 FEET ; THENCE
101.	NORTH 77°05'05" WEST	43.97 FEET ; THENCE
102.	NORTH 72°42'35" WEST	54.12 FEET ; THENCE
103.	NORTH 72°40'26" WEST	73.44 FEET ; THENCE
104.	SOUTH 78°59'04" WEST	46.99 FEET ; THENCE
105.	SOUTH 79°51'59" WEST	31.00 FEET ; THENCE
106.	SOUTH 69°36'38" WEST	40.78 FEET ; THENCE
107.	SOUTH 71°38'00" WEST	30.14 FEET ; THENCE
108.	SOUTH 62°20'24" WEST	52.15 FEET ; THENCE
109.	SOUTH 65°07'03" WEST	52.15 FEET ; THENCE
110.	SOUTH 69°25'16" WEST	35.55 FEET ; THENCE
111.	SOUTH 64°13'43" WEST	35.55 FEET ; THENCE
112.	SOUTH 69°06'54" WEST	95.05 FEET ; THENCE
113.	SOUTH 40°15'52" WEST	26.47 FEET ; THENCE
114.	SOUTH 58°42'49" WEST	39.23 FEET ; THENCE
115.	SOUTH 81°23'50" WEST	117.76 FEET ; THENCE
116.	SOUTH 84°23'25" WEST	122.74 FEET ; THENCE
117.	SOUTH 86°40'47" WEST	96.64 FEET ; THENCE
118.	SOUTH 82°48'03" WEST	79.66 FEET ; THENCE
119.	SOUTH 77°40'52" WEST	67.99 FEET ; THENCE
120.	SOUTH 85°09'23" WEST	44.22 FEET ; THENCE
121.	SOUTH 86°15'30" WEST	67.34 FEET ; THENCE
122.	NORTH 84°17'16" WEST	67.34 FEET ; THENCE
123.	SOUTH 89°31'01" WEST	95.74 FEET ; THENCE
124.	SOUTH 74°02'07" WEST	39.21 FEET ; THENCE
125.	SOUTH 80°30'33" WEST	57.92 FEET ; THENCE
126.	SOUTH 82°16'56" WEST	98.89 FEET ; THENCE
127.	SOUTH 76°21'17" WEST	25.32 FEET ; THENCE
128.	SOUTH 44°22'47" WEST	5.47 FEET ; THENCE
129.	SOUTH 78°23'14" WEST	65.08 FEET ; THENCE
130.	SOUTH 87°07'30" WEST	49.61 FEET ; THENCE

131. NORTH 83°26'54" WEST 44.42 FEET ; THENCE
132. NORTH 87°34'22" WEST 32.93 FEET TO A POINT ON THE SOUTHERLY LINE OF
PARCEL 2 OF SAID PARCEL MAP 16978;
THENCE ALONG SAID SOUTHERLY LINE
133. SOUTH 72°35'38" WEST 57.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY
LINE, BEING THE SOUTHWESTERLY
TERMINUS OF THAT CERTAIN COURSE
(NORTH 72°36'14" EAST, 695.06' PER PM
16978); THENCE CONTINUING ALONG SAID
SOUTHERLY LINE
134. NORTH 63°40'57" WEST 53.29 FEET ; THENCE LEAVING SAID SOUTHERLY LINE
135. NORTH 82°47'18" WEST 72.17 FEET ; THENCE
136. NORTH 78°39'09" WEST 55.89 FEET ; THENCE
137. NORTH 70°13'51" WEST 55.89 FEET ; THENCE
138. NORTH 63°02'38" WEST 62.51 FEET ; THENCE
139. NORTH 50°51'57" WEST 62.51 FEET ; THENCE
140. NORTH 51°14'53" WEST 55.69 FEET ; THENCE
141. NORTH 60°59'04" WEST 55.69 FEET ; THENCE
142. NORTH 74°38'10" WEST 59.37 FEET ; THENCE
143. NORTH 51°40'02" WEST 38.01 FEET ; THENCE
144. NORTH 11°03'21" EAST 18.90 FEET ; THENCE
145. NORTH 75°10'38" WEST 41.03 FEET ; THENCE
146. NORTH 47°21'19" WEST 11.59 FEET ; THENCE
147. NORTH 56°42'31" WEST 35.56 FEET ; THENCE
148. NORTH 48°10'10" WEST 3.70 FEET ; THENCE
149. NORTH 63°40'57" WEST 109.83 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 202,185.8 SQUARE FEET (4.642 ACRES), MORE OR LESS.

PARCEL 3

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 16978 IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 16978, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE FROM SAID ANGLE POINT

1. SOUTH 63°40'16" EAST 18.25 FEET **TO THE TRUE POINT OF BEGINNING**
(SOUTH 63°41'57" EAST, ;THENCE CONTINUING ALONG SAID
PER PM 16978) SOUTHWESTERLY
2. SOUTH 63°40'57" EAST 109.83 FEET ; THENCE LEAVING SAID SOUTHWESTERLY
LINE
3. NORTH 48°10'10" WEST 15.31 FEET ; THENCE
4. NORTH 33°32'43" WEST 27.97 FEET ; THENCE
5. NORTH 79°31'40" WEST 14.36 FEET TO THE BEGINNING OF A NON-TANGENT
50.18-FOOT RADIUS CURVE CONCAVE
NORTHEASTERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 05°11'30" WEST;
THENCE ALONG THE ARC OF SAID CURVE
6. WESTERLY AND 37.75 FEET THROUGH A CENTRAL ANGLE OF 43°06'23"
NORTHWESTERLY TO THE BEGINNING OF A COMPOUND
215.56- FOOT RADIUS CURVE CONCAVE
NORTHEASTERLY; THENCE ALONG THE
ARC OF SAID CURVE
7. NORTHWESTERLY 25.10 FEET THROUGH A CENTRAL ANGLE OF 06°40'22"
;THENCE NON-TANGENT TO SAID CURVE
8. NORTH 53°59'39" WEST 24.52 FEET ; THENCE
9. NORTH 62°10'05" WEST 24.52 FEET ; THENCE
10. NORTH 85°24'32" WEST 19.50 FEET ; THENCE
11. NORTH 82°40'13" WEST 55.89 FEET TO A POINT ON THE SOUTHWESTERLY
LINE OF SAID PARCEL 2 OF PARCEL MAP
16978; THENCE ALONG SAID
SOUTHWESTERLY LINE

12. SOUTH 57°49'21" EAST 59.71 FEET ; THENCE LEAVING SAID SOUTHWESTERLY
LINE
13. SOUTH 81°02'26" EAST 10.50 FEET ; THENCE
14. SOUTH 56°20'32" EAST 88.12 FEET TO THE TRUE POINT OF BEGINNING.
- CONTAINS 5,144.70 SQUARE FEET (0.118 ACRE), MORE OR LESS.

ATTACHED HERETO IS DRAWING NO. 36567-B LABELED AS EXHIBIT "B" (4 SHEETS) AND BY
THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

ALTA LAND SURVEYING, INC.



07/18/11

MIGUEL A. MARTINEZ

DATE

L.S. 7443

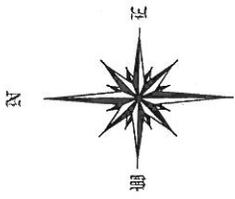
LIC. EXP. 06/30/12



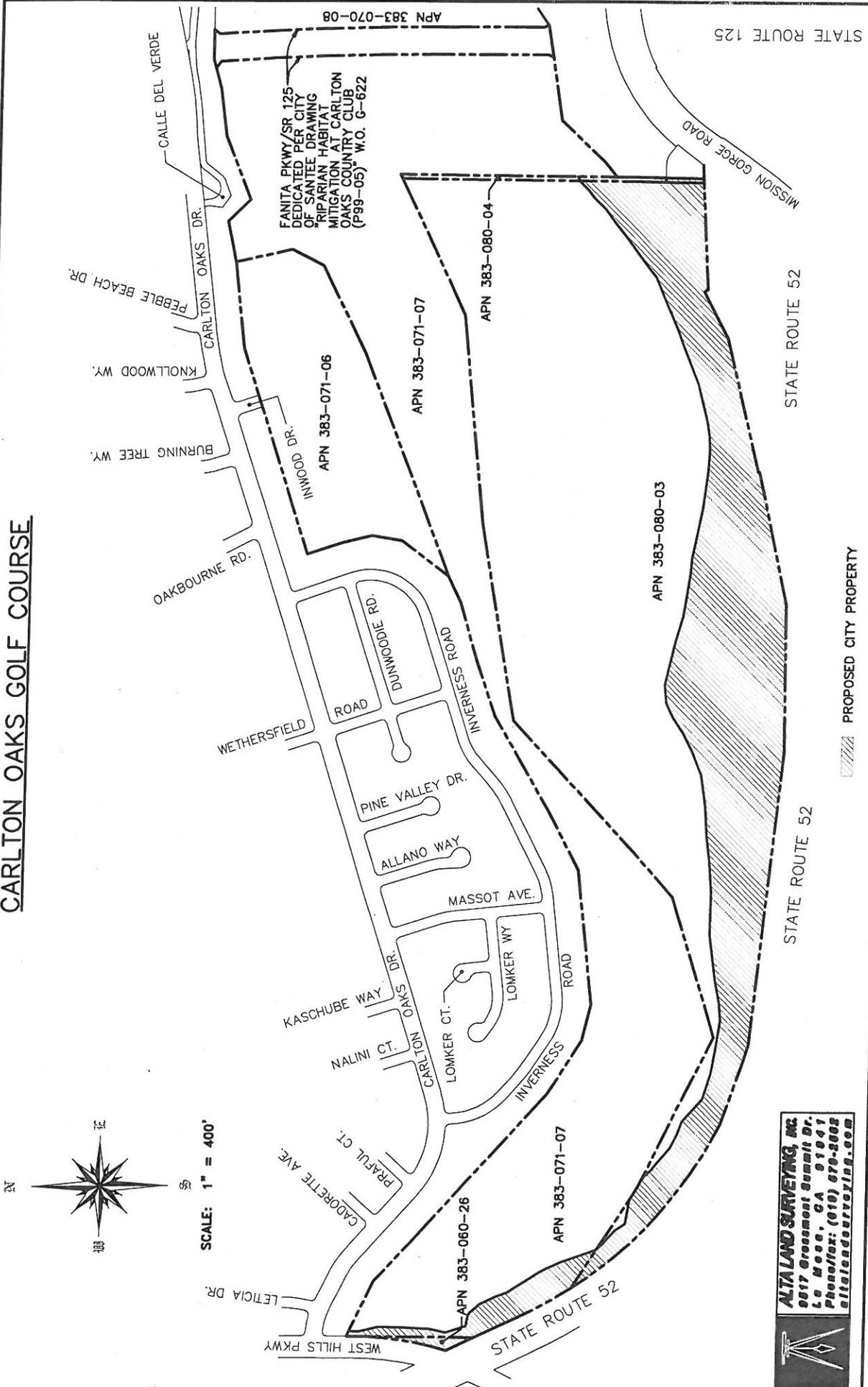
Exhibit D: Post-Closing Properties

[TO FOLLOW BEHIND THIS PAGE]

CARLTON OAKS GOLF COURSE



SCALE: 1" = 400'



ALTLAND SURVEYING, INC.
 8817 Grosvenor Summit Dr.
 Le More, GA 31041
 Phone/fax: (610) 670-2002
 altlandsurveying.com

PROPOSED CITY PROPERTY

Exhibit E: Existing Mitigation Area

[TO FOLLOW BEHIND THIS PAGE]

EXHIBIT "A"
MITIGATION SITE
FANITA RANCHO TRACT T LOT 7

APN: 383-080-03

That portion of Lot 7 in "T" Tract of Fanita Rancho, as shown on Map 790, Filed in the office of the County of San Diego Recorder, December 21, 1894, City of San Diego, County of San Diego, State of California, described as follows:

Commencing at the City of San Diego Horizontal Control Station GPS 885, having a coordinate value of North 1,883,938.18 East 6,323,439.44 based on the North American Datum of 1983 (NAD 83), as shown on Record of Survey No. 14492, filed in the office of the County Recorder of the above said San Diego County on 3/31/1994, said station bears South 46°08'43" West 7,403.25 feet from City of San Diego horizontal Control Station GPS 835, having a coordinate value of North 1,889,067.39 East 6,328,777.91 as shown on said Record of Survey No. 14492; Thence North 76°10'34" East 4,580.90 feet to the **POINT OF BEGINNING**; Thence North 06°32'44" East 339.05 feet to a point which bears South 12°58'09" West 3,794.61 feet from said City of San Diego horizontal Control Station GPS 835; Thence South 78°28'03" East 174.46 feet; Thence South 83°17'52" East 137.12 feet; Thence South 01°03'33" East 231.59 feet to a point which bears North 06°10'14" West 19.00 feet, Found Lead and Disk CALDOT, said monument being the Easterly terminus of a line bearing North 77°17'25" East 634.49 feet as shown on California Division of Highways Record of Survey 16019, Filed in the office of the County of San Diego Recorder, January 8, 1999, said line also being the Northerly Right of Way of State Route 52; Thence South 81°09'56" West 354.25 feet to the **POINT OF BEGINNING**.

Above parcel of land contains 92,343.8611 Sq. Ft. (2.1199 acres).

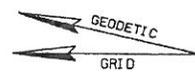
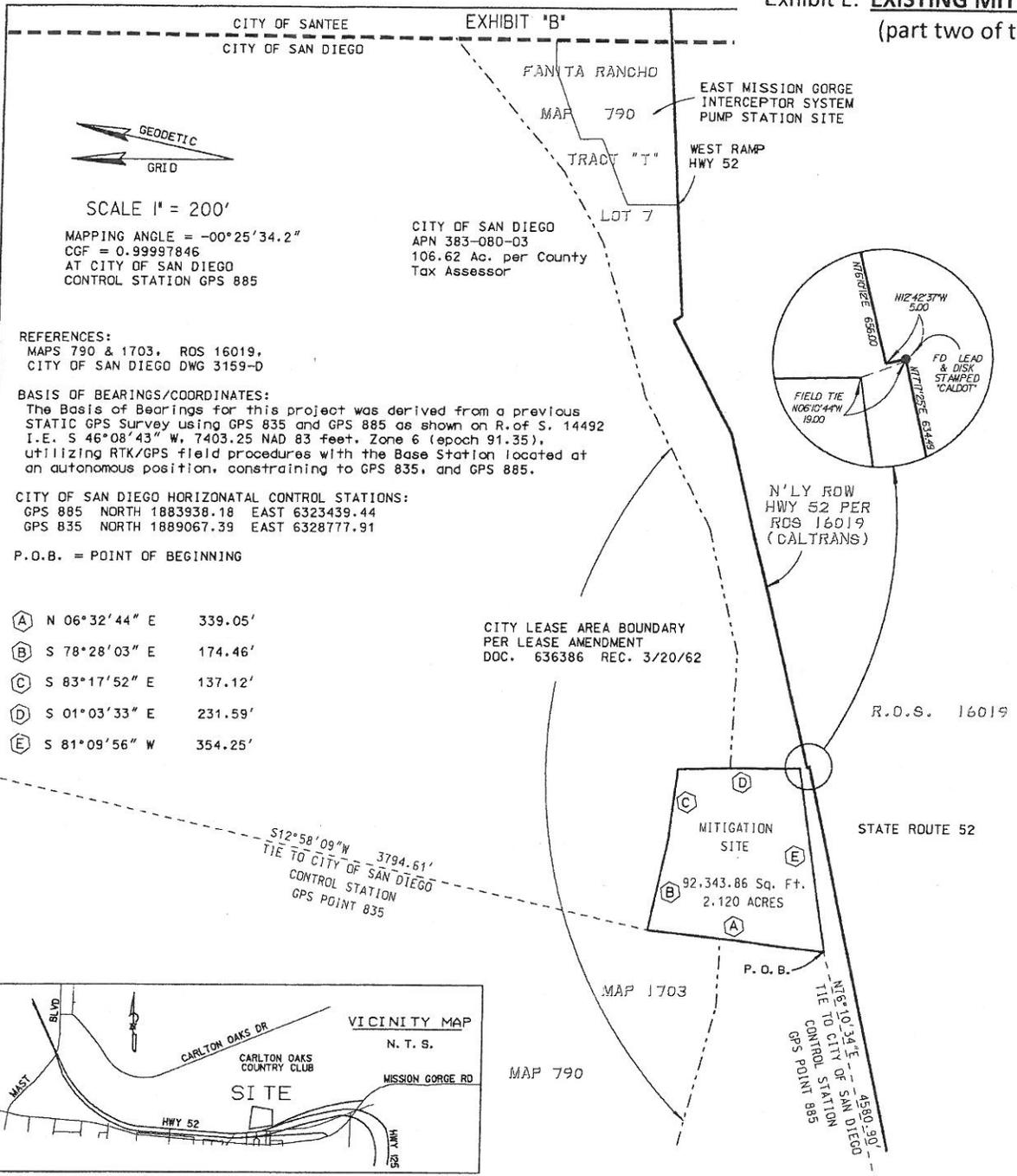
City of San Diego drawing # 20679 - B attached and by this reference made a part hereof.

The bearings and distances used in the above description are on the California Coordinate System 1983, Zone 6. Multiply all distances used in this description by 0.99997846 to obtain ground level distances per City of San Diego Horizontal Control Station GPS 885 as shown on Record of Survey 14492.

Ronald J. Dodds 6/30/2012

Ronald J. Dodds, LS No. 5771
Senior Land Surveyor, Field Engineering
City of San Diego My Registration Expires 06/30/2012





SCALE 1" = 200'

MAPPING ANGLE = $-00^{\circ}25'34.2''$
CGF = 0.9997846
AT CITY OF SAN DIEGO
CONTROL STATION GPS 885

REFERENCES:
MAPS 790 & 1703, ROS 16019,
CITY OF SAN DIEGO DWG 3159-D

BASIS OF BEARINGS/COORDINATES:
The Basis of Bearings for this project was derived from a previous
STATIC GPS Survey using GPS 835 and GPS 885 as shown on R. of S. 14492
I.E. S $46^{\circ}08'43''$ W, 7403.25 NAD 83 feet, Zone 6 (epoch 91.35),
utilizing RTK/GPS field procedures with the Base Station located at
an autonomous position, constraining to GPS 835, and GPS 885.

CITY OF SAN DIEGO HORIZONTAL CONTROL STATIONS:
GPS 885 NORTH 1883938.18 EAST 6323439.44
GPS 835 NORTH 1889067.39 EAST 6328777.91

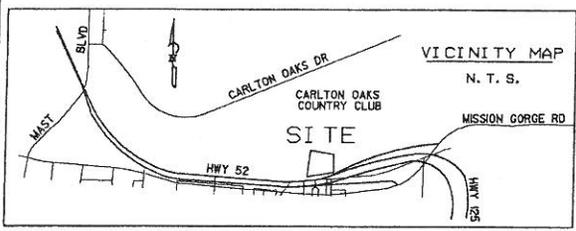
P.O.B. = POINT OF BEGINNING

- (A) N $06^{\circ}32'44''$ E 339.05'
- (B) S $78^{\circ}28'03''$ E 174.46'
- (C) S $83^{\circ}17'52''$ E 137.12'
- (D) S $01^{\circ}03'33''$ E 231.59'
- (E) S $81^{\circ}09'56''$ W 354.25'

CITY LEASE AREA BOUNDARY
PER LEASE AMENDMENT
DOC. 636386 REC. 3/20/62

R.O.S. 16019

STATE ROUTE 52



PREPARED BY:

CITY OF SAN DIEGO ENGINEERING AND CAPITAL
PROJECTS DEPARTMENT, FIELD DIVISION,
SURVEY SECTION, UNDER THE DIRECTION
OF RONALD J. DODDS,
SENIOR LAND SURVEYOR, PLS 5771

Ronald J. Dodds 6/08/2011
DATE



RESOLUTION NO. : _____
ADOPTED: _____
F/P: _____
RECORDED: _____

MITIGATION SITE
FANITA RANCHO TRACT T LOT 7

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	T.M.
ORIGINAL	TAM	RJD	6/7/11		SHEET 1 OF 1 SHEET	201003
					<i>Ronald J. Dodds</i> 6/08/2011	1796-6329
					FOR CITY ENGINEER DATE	CCS 83 COORDINATES
						244-1767
						LAMBERT COORDINATES
						20679 - B
STATUS						

Exhibit F: Surface Easement Area

[TO FOLLOW BEHIND THIS PAGE]

LINE	BEARING	LENGTH
L1	N 44°49'17" W	39.62'
L2	N 48°42'40" W	82.06'
L3	N 34°03'28" W	58.59'
L4	N 81°02'26" W	115.46'
L5	N 82°40'13" W	20.38'
L6	N 78°19'56" E	20.15'
L7	N 70°01'41" W	12.66'
L8	N 36°09'44" W	30.80'
L9	N 18°45'05" W	17.20'
L10	N 17°34'51" W	4.62'
L11	N 56°20'32" W	35.31'
L12	N 42°28'24" W	42.29'

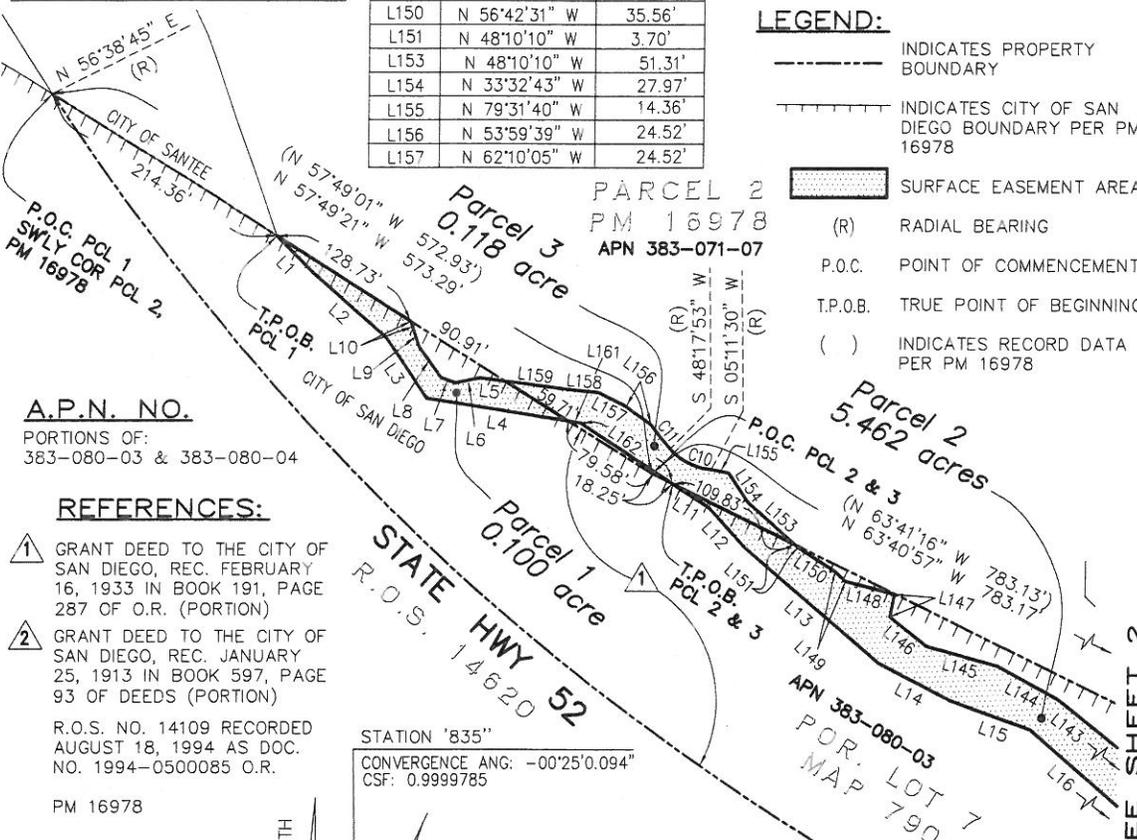
LINE	BEARING	LENGTH
L13	N 49°03'27" W	143.68'
L14	N 62°40'49" W	65.44'
L15	N 70°16'34" W	68.26'
L16	N 48°50'21" W	140.36'
L143	N 51°14'53" W	55.69'
L144	N 60°59'4" W	55.69'
L145	N 74°38'10" W	59.37'
L146	N 51°40'02" W	38.01'
L147	N 11°03'21" E	18.90'
L148	N 75°10'38" W	41.03'
L149	N 47°21'19" W	11.59'
L150	N 56°42'31" W	35.56'
L151	N 48°10'10" W	3.70'
L153	N 48°10'10" W	51.31'
L154	N 33°32'43" W	27.97'
L155	N 79°31'40" W	14.36'
L156	N 53°59'39" W	24.52'
L157	N 62°10'05" W	24.52'

LINE	BEARING	LENGTH
L158	N 85°24'32" W	19.50'
L159	N 82°40'13" W	55.89'
L160	N 57°49'21" W	59.71'
L161	N 81°02'26" W	10.50'
L162	N 56°20'32" W	88.12'

CURVE	DELTA	LENGTH	RADIUS
C10	43°6'23"	37.75'	50.18'
C11	6°40'21"	25.10'	215.56'

LEGEND:

- INDICATES PROPERTY BOUNDARY
- INDICATES CITY OF SAN DIEGO BOUNDARY PER PM 16978
- [Hatched Box] SURFACE EASEMENT AREA
- (R) RADIAL BEARING
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- () INDICATES RECORD DATA PER PM 16978

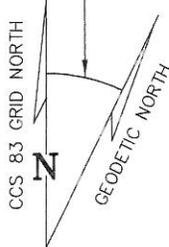


A.P.N. NO.
 PORTIONS OF:
 383-080-03 & 383-080-04

REFERENCES:

- 1 GRANT DEED TO THE CITY OF SAN DIEGO, REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)
 - 2 GRANT DEED TO THE CITY OF SAN DIEGO, REC. JANUARY 25, 1913 IN BOOK 597, PAGE 93 OF DEEDS (PORTION)
- R.O.S. NO. 14109 RECORDED AUGUST 18, 1994 AS DOC. NO. 1994-0500085 O.R.

PM 16978



STATION '835'
 CONVERGENCE ANG: -00°25'0.094"
 CSF: 0.9999785

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492.
 IE. N 46°08'43" E



SCALE: 1" = 100'



Alta Land Surveying

9517 GROSSMONT SUMMIT DR.
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 1930-B-SHT1 SURFACE.DWG J.N. 10-1930 DATE: 7/18/11

SURFACE EASEMENT

IN PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					SHEET 1 OF 4 SHEETS
		<i>[Signature]</i>	8/17/2011		<i>[Signature]</i> 8-18-2011 FOR CITY ENGINEER DATE
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36566-1-B

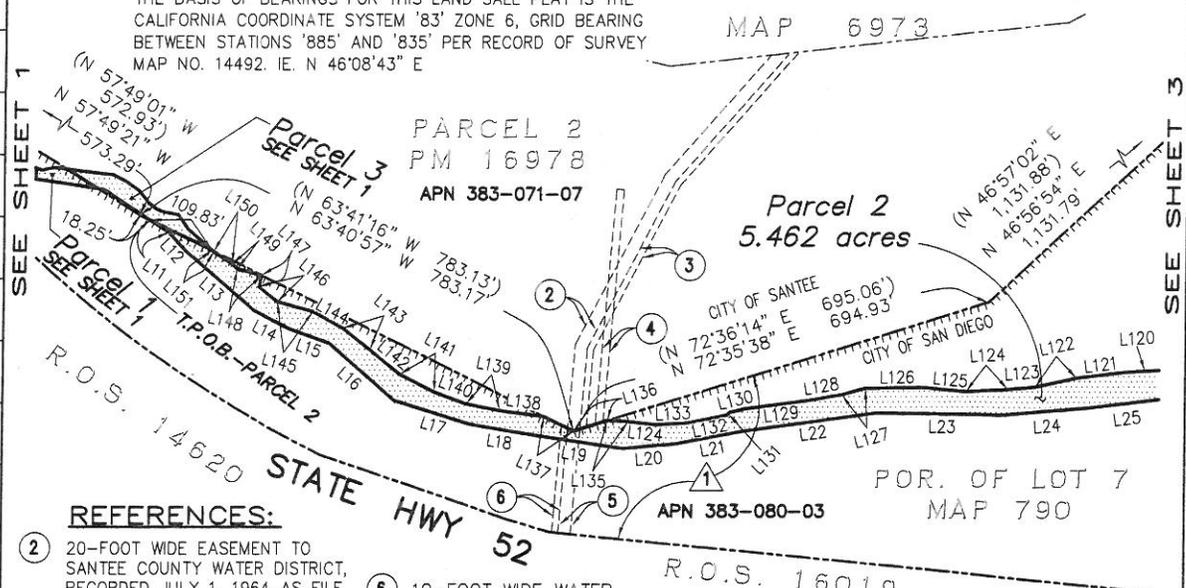
LINE	BEARING	LENGTH
L11	N 56°20'32" W	35.31'
L12	N 42°28'24" W	42.29'
L13	N 49°03'27" W	143.68'
L14	N 62°40'49" W	65.44'
L15	N 70°16'34" W	68.26'
L16	N 48°50'21" W	140.36'
L17	N 72°44'45" W	128.34'
L18	N 80°33'38" W	111.54'
L19	N 81°25'50" W	138.72'
L20	N 84°49'51" E	82.64'
L21	N 79°08'42" E	112.34'
L22	N 82°08'32" E	216.39'
L23	N 89°05'29" W	200.13'
L24	N 85°08'59" E	142.97'
L25	N 82°50'24" E	122.70'

LINE	BEARING	LENGTH
L120	N 86°40'47" E	96.64'
L121	N 82°48'03" E	79.66'
L122	N 77°40'52" E	67.99'
L123	N 85°09'23" E	44.22'
L124	N 86°15'30" E	67.34'
L125	N 84°17'16" W	67.34'
L126	N 89°31'01" E	95.74'
L127	N 74°02'07" E	39.21'
L128	N 80°30'33" E	57.92'
L129	N 82°16'56" E	98.89'
L130	N 76°21'17" E	25.32'
L131	N 44°22'47" E	5.47'
L132	N 78°23'14" E	65.08'
L133	N 87°07'30" E	49.61'
L134	N 83°26'54" W	44.42'
L135	N 87°34'22" W	32.93'

LINE	BEARING	LENGTH
L136	N 72°35'38" E	57.00'
L137	N 63°40'57" W	53.29'
L138	N 82°47'18" W	72.17'
L139	N 78°39'09" W	55.89'
L140	N 70°13'51" W	55.89'
L141	N 63°02'38" W	62.51'
L142	N 50°51'57" W	62.51'
L143	N 51°14'53" W	55.69'
L144	N 60°59'04" W	55.69'
L145	N 74°38'10" W	59.37'
L146	N 51°40'02" W	38.01'
L147	N 11°03'21" E	18.90'
L148	N 75°10'38" W	41.03'
L149	N 47°21'19" W	11.59'
L150	N 56°42'31" W	35.56'
L151	N 48°10'10" W	3.70'

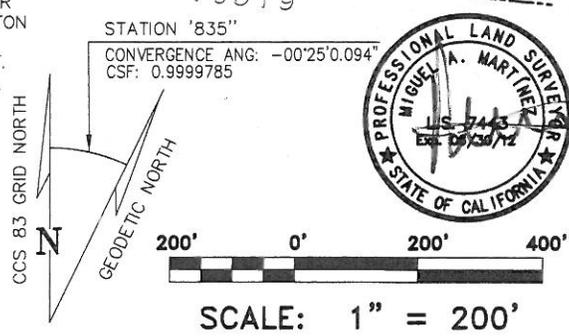
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492. IE. N 46°08'43" E



REFERENCES:

- ② 20-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED JULY 1, 1964 AS FILE NO. 118613, O.R.
- ③ 10-FOOT WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT, RECORDED MAY 7, 1971 AS FILE NO. 95224, O.R.
- ④ 12-FOOT WIDE EASEMENT TO S.D.G.&E. RECORDED FEB. 18, 1959 IN BK. 7504, PG. 247, O.R.
- ⑤ 20-FOOT WIDE SEWER EASEMENT TO SANTEE COUNTY WATER DISTRICT PER DOC. RECORDED DEC. 11, 1958 IN BK. 7392, PG. 215, O.R.
- ⑥ 10-FOOT WIDE WATER EASEMENT TO CARLTON SANTEE CORP. PER DOC. RECORDED OCT. 4, 1962 AS FILE/PG. NO. 171434, O.R.
- ① GRANT DEED TO THE CITY OF SAN DIEGO, REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)



Alta Land Surveying
 9517 GROSSMONT SUMMIT DR.
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 1930-B-SHT2 TRAIL.DWG J.N. 10-1930 DATE: 7/18/11

SURFACE EASEMENT

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

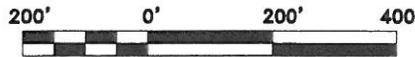
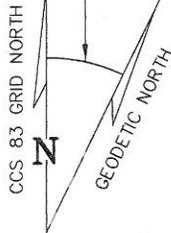
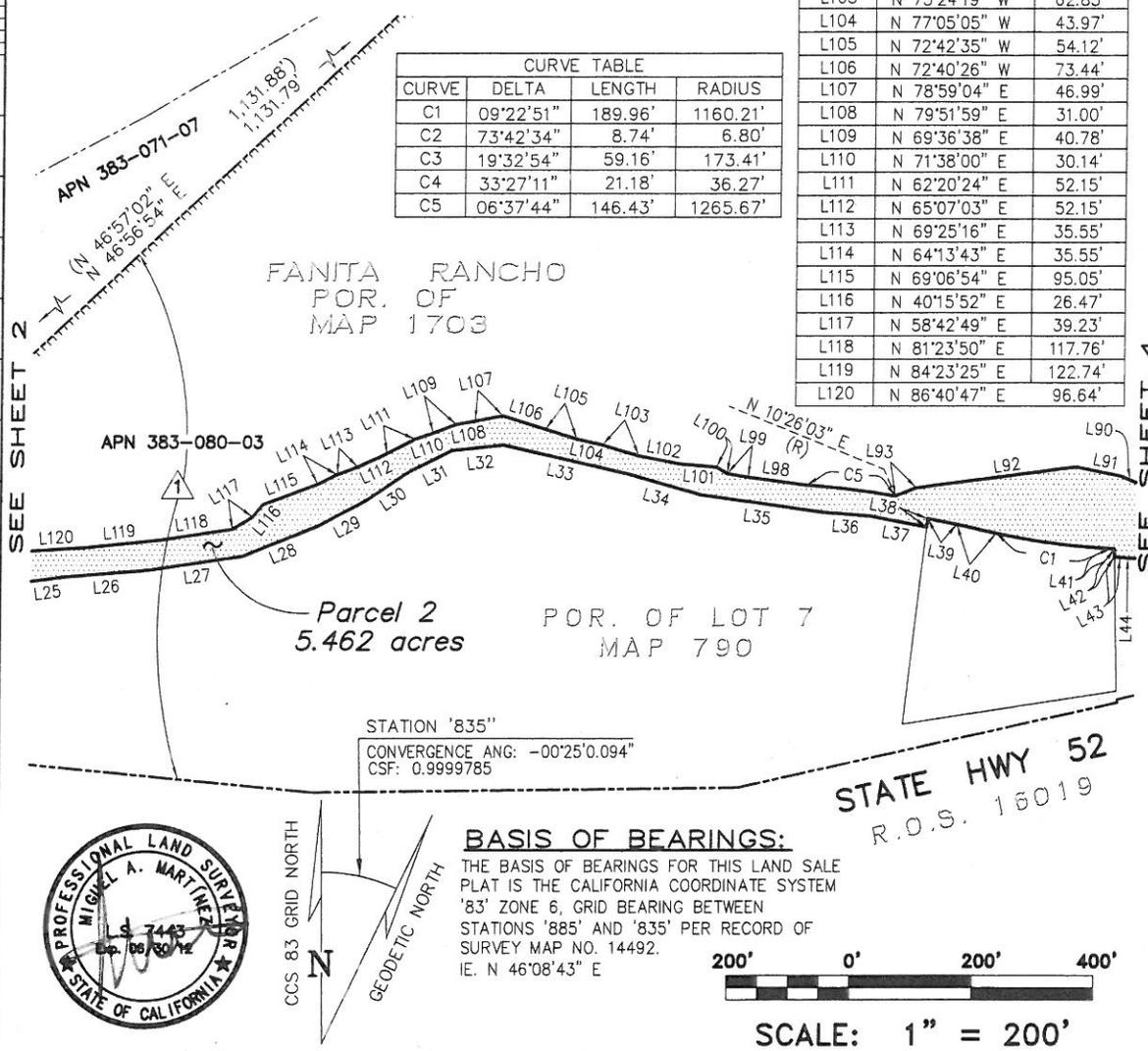
DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					
	<i>At</i>	<i>VS</i>	<i>8/7/2011</i>		
		<i>Gregory C. Hays</i>	<i>8.18.2011</i>		
		FOR CITY ENGINEER	DATE		
					1884-6323
					CCS 83 COORDINATES
					244-1763
					LAMBERT COORDINATES
					36566-2-B

LINE	BEARING	LENGTH
L25	N 82°50'24" E	122.70'
L26	N 85°34'14" E	137.37'
L27	N 81°27'1" E	152.38'
L28	N 67°58'13" E	132.62'
L29	N 61°59'55" E	88.39'
L30	N 55°57'27" E	84.96'
L31	N 63°22'33" E	77.76'
L32	N 83°49'25" E	85.56'
L33	N 77°10'21" W	209.10'
L34	N 74°4'3" W	126.83'

LINE	BEARING	LENGTH
L35	N 81°39'31" W	200.09'
L36	N 85°32'56" W	76.47'
L37	N 78°53'8" W	94.95'
L38	N 6°32'44" E	13.87'
L39	N 78°39'24" W	48.97'
L40	N 77°39'54" W	66.27'
L41	N 85°5'3" W	6.03'
L42	N 1°3'33" W	13.00'
L43	N 82°51'55" W	9.46'
L44	N 86°51'43" W	96.46'

LINE	BEARING	LENGTH
L90	N 67°29'00" W	122.52'
L91	N 78°19'56" W	73.78'
L92	N 82°28'26" E	265.40'
L93	N 68°36'55" E	36.35'
NOT USED		
L98	N 82°17'35" W	95.43'
L99	N 79°56'00" W	34.81'
L100	N 58°25'45" W	20.71'
L101	N 85°09'55" W	57.09'
L102	N 79°15'18" W	71.37'
L103	N 73°24'19" W	62.85'
L104	N 77°05'05" W	43.97'
L105	N 72°42'35" W	54.12'
L106	N 72°40'26" W	73.44'
L107	N 78°59'04" E	46.99'
L108	N 79°51'59" E	31.00'
L109	N 69°36'38" E	40.78'
L110	N 71°38'00" E	30.14'
L111	N 62°20'24" E	52.15'
L112	N 65°07'03" E	52.15'
L113	N 69°25'16" E	35.55'
L114	N 64°13'43" E	35.55'
L115	N 69°06'54" E	95.05'
L116	N 40°15'52" E	26.47'
L117	N 58°42'49" E	39.23'
L118	N 81°23'50" E	117.76'
L119	N 84°23'25" E	122.74'
L120	N 86°40'47" E	96.64'

CURVE	DELTA	LENGTH	RADIUS
C1	09°22'51"	189.96'	1160.21'
C2	73°42'34"	8.74'	6.80'
C3	19°32'54"	59.16'	173.41'
C4	33°27'11"	21.18'	36.27'
C5	06°37'44"	146.43'	1265.67'



Alta Land Surveying
 9517 GROSSMONT SUMMIT DR.
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 1930-B-SHT3 SURFACE.DWG J.N. 10-1930 DATE: 7/18/11

SURFACE EASEMENT

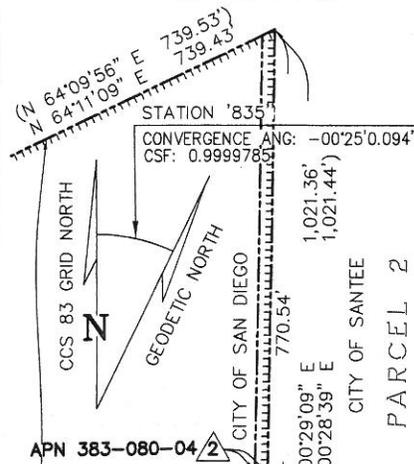
PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					
	<i>AM</i>		8/17/2011		
					SHEET 3 OF 4 SHEETS
					<i>Gregory P. Hoffman</i> 8-18-2011 FOR CITY ENGINEER DATE
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36566-3-B

LINE	BEARING	LENGTH
L41	N 85°05'03" W	6.03'
L42	N 01°03'33" W	13.00'
L43	N 82°51'55" W	9.46'
L44	N 86°51'43" W	96.46'
L45	N 86°51'59" E	68.24'
L46	N 80°40'30" E	72.02'
L47	N 75°30'50" E	182.84'
L48	N 67°47'03" E	203.11'
L49	N 69°19'04" E	89.48'
L50	N 66°21'01" E	157.19'
L51	N 65°56'17" E	97.76'
L52	N 51°56'14" E	132.14'
L53	N 53°15'50" E	108.24'
L54	N 51°35'54" E	87.13'
L55	N 53°32'20" E	78.43'
L56	N 45°25'46" E	76.52'
L57	N 52°28'16" E	44.65'
L58	N 44°24'31" E	56.94'
L59	N 61°57'19" E	27.74'
L60	N 00°29'09" E	65.30'
L61	N 32°35'30" E	19.79'
L62	N 52°41'23" E	38.37'
L63	N 50°57'18" E	136.12'
L64	N 49°28'23" E	56.34'
L65	N 49°31'12" E	82.94'
L66	N 55°17'15" E	29.01'
L67	N 51°26'47" E	10.53'
L68	N 77°23'25" E	11.59'
L69	N 43°49'26" E	8.88'
L70	N 56°38'51" E	30.57'
L71	N 56°57'03" E	36.35'
L72	N 59°01'52" E	23.83'

LINE	BEARING	LENGTH
L73	N 39°28'19" E	23.83'
L74	N 59°55'29" E	96.37'
L75	N 60°04'30" E	80.59'
L76	N 67°40'37" E	39.43'
L77	N 62°21'01" E	53.90'
L78	N 66°36'26" E	52.77'
L79	N 63°52'31" E	21.19'
L80	N 69°27'18" E	41.46'
L81	N 71°24'44" E	71.88'
L82	N 69°24'56" E	63.54'
L83	N 67°37'23" E	52.23'
L84	N 70°04'47" E	22.08'
L85	N 72°24'29" E	36.71'
L86	N 74°05'16" E	13.44'
L87	N 76°44'50" E	50.28'
L88	N 72°42'09" E	61.09'
L89	N 75°49'24" W	136.04'
L90	N 67°29'00" W	122.52'
L91	N 78°19'56" W	73.78'
L92	N 82°28'26" E	265.40'

PARCEL 2
PM 16978
APN 383-071-07



FANITA RANCHO
TRACT T
MAP 790

APN 383-080-03

APN 383-080-04

LOT 1
MAP 1703

POR. OF LOT 7
MAP 790

WEST RAMP
STATE HWY 52
ROS 16019

REFERENCES:

- 1 GRANT DEED TO THE CITY OF SAN DIEGO, REC. FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF O.R. (PORTION)
- 2 GRANT DEED TO THE CITY OF SAN DIEGO, REC. JANUARY 25, 1913 IN BOOK 597, PAGE 93 OF DEEDS (PORTION)

CURVE	DELTA	LENGTH	RADIUS
C1	09°22'51"	189.96'	1160.21'
C2	73°42'34"	8.75'	6.80'
C3	19°32'54"	59.16'	173.41'
C4	33°27'12"	21.18'	36.27'
C5	06°37'44"	146.43'	1265.67'



200' 0' 200' 400'
SCALE: 1" = 200'



Alta Land Surveying

9517 GROSSMONT SUMMIT DR.
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
1930-B-SHT4 SURFACE.DWG J.N. 10-1930 DATE: 7/18/11

SURFACE EASEMENT

PORTIONS OF LOT 7 TRACT 'T' OF FANITA RANCHO, MAP 790, AND A PORTION OF PARCEL 2 OF PARCEL MAP 16978, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL		<i>[Signature]</i>	8-18-2011		SHEET 4 OF 4 SHEETS
					1884-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36566-4-B

EXHIBIT 'A'
LEGAL DESCRIPTION
SURFACE EASEMENT

PARCEL 1

THAT PORTION OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

- | | | | |
|-----|-----------------------------------------|-------------|------------------------------------------------------------------------------------|
| 1. | SOUTH 57°49'21" EAST | 214.36 FEET | TO THE TRUE POINT OF BEGINNING |
| | (SOUTH 57°49'01" EAST,
PER PM 16978) | | ;THENCE LEAVING SAID SOUTHWESTERLY
LINE |
| 2. | SOUTH 44°49'17" EAST | 39.62 FEET | ; THENCE |
| 3. | SOUTH 48°42'40" EAST | 82.06 FEET | ; THENCE |
| 4. | SOUTH 34°03'28" EAST | 58.59 FEET | ; THENCE |
| 5. | SOUTH 81°02'26" EAST | 115.46 FEET | TO SAID SOUTHWESTERLY LINE OF
PARCEL 2; THENCE ALONG SAID
SOUTHWESTERLY LINE |
| 6. | NORTH 57°49'21" WEST | 59.71 FEET | ;THENCE LEAVING SAID SOUTHWESTERLY
LINE |
| 7. | NORTH 82°40'13" WEST | 20.38 FEET | ; THENCE |
| 8. | SOUTH 78°19'56" WEST | 20.15 FEET | ; THENCE |
| 9. | NORTH 70°01'41" WEST | 12.66 FEET | ; THENCE |
| 10. | NORTH 36°09'44" WEST | 30.80 FEET | ; THENCE |
| 11. | NORTH 18°45'05" WEST | 17.20 FEET | ; THENCE |
| 12. | NORTH 17°34'51" WEST | 4.62 FEET | ; THENCE |
| 13. | NORTH 57°49'21" WEST | 128.73 FEET | TO THE TRUE POINT OF BEGINNING. |

CONTAINS 4,366.5 SQUARE FEET (0.100 ACRE), MORE OR LESS.

PARCEL 2

THOSE PORTIONS OF LOT 7 T-TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER (APN 383-080-03), AND AS CONVEYED BY FANNIE MCKOON, ET AL TO NACKIE H. SCRIPPS, JANUARY 25, 1913 BY DEED RECORDED IN BOOK 597, PAGE 93 OF DEEDS (APN 383-080-04), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS; BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE

1. SOUTH 63°40'57" EAST 18.25 FEET **TO THE TRUE POINT OF BEGINNING**
(REC. SOUTH 63°41'16" EAST, PER PM 16978) ; THENCE LEAVING SAID SOUTHWESTERLY LINE
2. SOUTH 56°20'32" EAST 35.31 FEET ; THENCE
3. SOUTH 42°28'24" EAST 42.29 FEET ; THENCE
4. SOUTH 49°03'27" EAST 143.68 FEET ; THENCE
5. SOUTH 62°40'49" EAST 65.44 FEET ; THENCE
6. SOUTH 70°16'34" EAST 68.26 FEET ; THENCE
7. SOUTH 48°50'21" EAST 140.36 FEET ; THENCE
8. SOUTH 72°44'45" EAST 128.34 FEET ; THENCE
9. SOUTH 80°33'38" EAST 111.54 FEET ; THENCE
10. SOUTH 81°25'50" EAST 138.72 FEET ; THENCE
11. NORTH 84°49'51" EAST 82.64 FEET ; THENCE
12. NORTH 79°08'42" EAST 112.34 FEET ; THENCE
13. NORTH 82°08'32" EAST 216.39 FEET ; THENCE
14. SOUTH 89°05'29" EAST 200.13 FEET ; THENCE
15. NORTH 85°08'59" EAST 142.97 FEET ; THENCE
16. NORTH 82°50'24" EAST 122.70 FEET ; THENCE
17. NORTH 85°34'14" EAST 137.37 FEET ; THENCE
18. NORTH 81°27'01" EAST 152.38 FEET ; THENCE
19. NORTH 67°58'13" EAST 132.62 FEET ; THENCE

20.	NORTH 61°59'55" EAST	88.39 FEET	; THENCE
21.	NORTH 55°57'27" EAST	84.96 FEET	; THENCE
22.	NORTH 63°22'33" EAST	77.76 FEET	; THENCE
23.	NORTH 83°49'25" EAST	85.56 FEET	; THENCE
24.	SOUTH 77°10'21" EAST	209.10 FEET	; THENCE
25.	SOUTH 74°04'03" EAST	126.83 FEET	; THENCE
26.	SOUTH 81°39'31" EAST	200.09 FEET	; THENCE
27.	SOUTH 85°32'56" EAST	76.47 FEET	; THENCE
28.	SOUTH 78°53'08" EAST	94.95 FEET	; THENCE
29.	NORTH 06°32'44" EAST	13.87 FEET	; THENCE
30.	SOUTH 78°39'24" EAST	48.97 FEET	; THENCE
31.	SOUTH 77°39'54" EAST	66.27 FEET	TO THE BEGINNING OF A NON-TANGENT 1160.21 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°14'03" EAST; THENCE ALONG THE ARC OF SAID CURVE
32.	EASTERLY	189.96 FEET	THROUGH A CENTRAL ANGLE OF 09°22'51" ;THENCE
33.	SOUTH 85°05'03" EAST	6.03 FEET	; THENCE
34.	SOUTH 01°03'33" EAST	13.00 FEET	; THENCE
35.	SOUTH 82°51'55" EAST	9.46 FEET	; THENCE
36.	SOUTH 86°51'43" EAST	96.46 FEET	; THENCE
37.	NORTH 86°51'59" EAST	68.24 FEET	; THENCE
38.	NORTH 80°40'30" EAST	72.02 FEET	; THENCE
39.	NORTH 75°30'50" EAST	182.84 FEET	; THENCE
40.	NORTH 67°47'03" EAST	203.11 FEET	; THENCE
41.	NORTH 69°19'04" EAST	89.48 FEET	; THENCE
42.	NORTH 66°21'01" EAST	157.19 FEET	; THENCE
43.	NORTH 65°56'17" EAST	97.76 FEET	; THENCE
44.	NORTH 51°56'14" EAST	132.14 FEET	; THENCE
45.	NORTH 53°15'50" EAST	108.24 FEET	; THENCE
46.	NORTH 51°35'54" EAST	87.13 FEET	; THENCE
48.	NORTH 53°32'20" EAST	78.43 FEET	; THENCE
49.	NORTH 45°25'46" EAST	76.52 FEET	; THENCE
50.	NORTH 52°28'16" EAST	44.65 FEET	; THENCE

51. NORTH 44°24'31" EAST 56.94 FEET ; THENCE
52. NORTH 61°57'19" EAST 27.74 FEET TO A POINT ON THE WEST LINE OF PARCEL
2 OF PARCEL MAP 16978, SAID POINT
DISTANT 185.52 FEET FROM THE
SOUTHWEST CORNER THEREOF; THENCE
ALONG SAID WEST LINE
53. NORTH 00°29'09" EAST 65.30 FEET ; THENCE LEAVING SAID WEST LINE
54. SOUTH 32°35'30" WEST 19.79 FEET ; THENCE
55. SOUTH 52°41'23" WEST 38.37 FEET ; THENCE
56. SOUTH 50°57'18" WEST 136.12 FEET ; THENCE
57. SOUTH 49°28'23" WEST 56.34 FEET ; THENCE
58. SOUTH 49°31'12" WEST 82.94 FEET ; THENCE
59. SOUTH 55°17'15" WEST 29.01 FEET ; THENCE
60. SOUTH 51°26'47" WEST 10.53 FEET ; THENCE
61. SOUTH 77°23'25" WEST 11.59 FEET ; THENCE
62. SOUTH 43°49'26" WEST 8.88 FEET ; THENCE
63. SOUTH 56°38'51" WEST 30.57 FEET ; THENCE
64. SOUTH 56°57'03" WEST 36.35 FEET TO THE BEGINNING OF A NON-TANGENT
6.80 FOOT RADIUS CURVE CONCAVE
WESTERLY, A RADIAL LINE TO SAID POINT
BEARS NORTH 43°11'54" EAST; THENCE
ALONG THE ARC OF SAID CURVE
65. SOUTHERLY AND 8.75 FEET THROUGH A CENTRAL ANGLE OF 73°42'34"
SOUTHWESTERLY TO THE BEGINNING OF A NON-TANGENT
173.41 FOOT RADIUS CURVE CONCAVE
NORTHWESTERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 55°56'12" EAST;
THENCE ALONG THE ARC OF SAID CURVE
66. SOUTHWESTERLY 59.16 FEET THROUGH A CENTRAL ANGLE OF 19°32'54"
; THENCE
67. SOUTH 59°01'52" WEST 23.83 FEET ; THENCE
68. SOUTH 39°28'19" WEST 23.83 FEET ; THENCE
69. SOUTH 59°55'29" WEST 96.37 FEET ; THENCE
70. SOUTH 60°04'30" WEST 80.59 FEET ; THENCE
71. SOUTH 67°40'37" WEST 39.43 FEET ; THENCE
72. SOUTH 62°21'01" WEST 53.90 FEET ; THENCE

73. SOUTH 66°36'26" WEST 52.77 FEET ; THENCE
74. SOUTH 63°52'31" WEST 21.19 FEET ; THENCE
75. SOUTH 69°27'18" WEST 41.46 FEET ; THENCE
76. SOUTH 71°24'44" WEST 71.88 FEET ; THENCE
77. SOUTH 69°24'56" WEST 63.54 FEET ; THENCE
78. SOUTH 67°37'23" WEST 52.23 FEET TO THE BEGINNING OF A NON-TANGENT
36.27 FOOT RADIUS CURVE CONCAVE
NORTHERLY, A RADIAL LINE TO SAID
POINT BEARS SOUTH 28°36'54" EAST;
THENCE ALONG THE ARC OF SAID CURVE
79. WESTERLY 21.18 FEET THROUGH A CENTRAL ANGLE OF 33°27'12"
80. SOUTH 70°04'47" WEST 22.08 FEET ; THENCE
81. SOUTH 72°24'29" WEST 36.71 FEET ; THENCE
82. SOUTH 74°05'16" WEST 13.44 FEET ; THENCE
83. SOUTH 76°44'50" WEST 50.28 FEET ; THENCE
84. SOUTH 72°42'09" WEST 61.09 FEET ; THENCE
85. NORTH 75°49'24" WEST 136.04 FEET ; THENCE
86. NORTH 67°29'00" WEST 122.52 FEET ; THENCE
87. NORTH 78°19'56" WEST 73.78 FEET ; THENCE
88. SOUTH 82°28'26" WEST 265.40 FEET ; THENCE
89. SOUTH 68°36'55" WEST 36.35 FEET TO THE BEGINNING OF A NON-TANGENT
1265.67 FOOT RADIUS CURVE CONCAVE
SOUTHERLY, A RADIAL LINE TO SAID
POINT BEARS NORTH 10°26'03" EAST;
THENCE ALONG THE ARC OF SAID CURVE
90. WESTERLY 146.43 THROUGH A CENTRAL ANGLE OF 06°37'44"
; THENCE
91. NORTH 82°17'35" WEST 95.43 FEET ; THENCE
92. NORTH 79°56'00" WEST 34.81 FEET ; THENCE
93. NORTH 58°25'45" WEST 20.71 FEET ; THENCE
94. NORTH 85°09'55" WEST 57.09 FEET ; THENCE
95. NORTH 79°15'18" WEST 71.37 FEET ; THENCE
96. NORTH 73°24'19" WEST 62.85 FEET ; THENCE
97. NORTH 77°05'05" WEST 43.97 FEET ; THENCE
98. NORTH 72°42'35" WEST 54.12 FEET ; THENCE
99. NORTH 72°40'26" WEST 73.44 FEET ; THENCE

- | | | | |
|------|----------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 100. | SOUTH 78°59'04" WEST | 46.99 FEET | ; THENCE |
| 101. | SOUTH 79°51'59" WEST | 31.00 FEET | ; THENCE |
| 102. | SOUTH 69°36'38" WEST | 40.78 FEET | ; THENCE |
| 103. | SOUTH 71°38'00" WEST | 30.14 FEET | ; THENCE |
| 104. | SOUTH 62°20'24" WEST | 52.15 FEET | ; THENCE |
| 105. | SOUTH 65°07'03" WEST | 52.15 FEET | ; THENCE |
| 106. | SOUTH 69°25'16" WEST | 35.55 FEET | ; THENCE |
| 107. | SOUTH 64°13'43" WEST | 35.55 FEET | ; THENCE |
| 108. | SOUTH 69°06'54" WEST | 95.05 FEET | ; THENCE |
| 109. | SOUTH 40°15'52" WEST | 26.47 FEET | ; THENCE |
| 110. | SOUTH 58°42'49" WEST | 39.23 FEET | ; THENCE |
| 111. | SOUTH 81°23'50" WEST | 117.76 FEET | ; THENCE |
| 112. | SOUTH 84°23'25" WEST | 122.74 FEET | ; THENCE |
| 113. | SOUTH 86°40'47" WEST | 96.64 FEET | ; THENCE |
| 114. | SOUTH 82°48'03" WEST | 79.66 FEET | ; THENCE |
| 115. | SOUTH 77°40'52" WEST | 67.99 FEET | ; THENCE |
| 116. | SOUTH 85°09'23" WEST | 44.22 FEET | ; THENCE |
| 117. | SOUTH 86°15'30" WEST | 67.34 FEET | ; THENCE |
| 118. | NORTH 84°17'16" WEST | 67.34 FEET | ; THENCE |
| 119. | SOUTH 89°31'01" WEST | 95.74 FEET | ; THENCE |
| 120. | SOUTH 74°02'07" WEST | 39.21 FEET | ; THENCE |
| 121. | SOUTH 80°30'33" WEST | 57.92 FEET | ; THENCE |
| 122. | SOUTH 82°16'56" WEST | 98.89 FEET | ; THENCE |
| 123. | SOUTH 76°21'17" WEST | 25.32 FEET | ; THENCE |
| 124. | SOUTH 44°22'47" WEST | 5.47 FEET | ; THENCE |
| 125. | SOUTH 78°23'14" WEST | 65.08 FEET | ; THENCE |
| 126. | SOUTH 87°07'30" WEST | 49.61 FEET | ; THENCE |
| 127. | NORTH 83°26'54" WEST | 44.42 FEET | ; THENCE |
| 128. | NORTH 87°34'22" WEST | 32.93 FEET | TO A POINT ON THE SOUTHERLY LINE OF
PARCEL 2 OF SAID PARCEL MAP 16978;
THENCE ALONG SAID SOUTHERLY LINE |
| 129. | SOUTH 72°35'38" WEST | 57.00 FEET | TO AN ANGLE POINT IN SAID SOUTHERLY
LINE, BEING THE SOUTHWESTERLY
TERMINUS OF THAT CERTAIN COURSE
(NORTH 72°36'14" EAST, 695.06' PER PM
16978); THENCE CONTINUING ALONG SAID |

SOUTHERLY LINE

130. NORTH 63°40'57" WEST 53.29 FEET ; THENCE LEAVING SAID SOUTHERLY LINE
131. NORTH 82°47'18" WEST 72.17 FEET ; THENCE
132. NORTH 78°39'09" WEST 55.89 FEET ; THENCE
133. NORTH 70°13'51" WEST 55.89 FEET ; THENCE
134. NORTH 63°02'38" WEST 62.51 FEET ; THENCE
135. NORTH 50°51'57" WEST 62.51 FEET ; THENCE
136. NORTH 51°14'53" WEST 55.69 FEET ; THENCE
137. NORTH 60°59'04" WEST 55.69 FEET ; THENCE
138. NORTH 74°38'10" WEST 59.37 FEET ; THENCE
139. NORTH 51°40'02" WEST 38.01 FEET ; THENCE
140. NORTH 11°03'21" EAST 18.90 FEET ; THENCE
141. NORTH 75°10'38" WEST 41.03 FEET ; THENCE
142. NORTH 47°21'19" WEST 11.59 FEET ; THENCE
143. NORTH 56°42'31" WEST 35.56 FEET ; THENCE
144. NORTH 48°10'10" WEST 3.70 FEET ; THENCE
145. NORTH 63°40'57" WEST 109.83 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 237,938 SQUARE FEET (5.462 ACRES), MORE OR LESS.

PARCEL 3

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 16978 IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 16978, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE (SOUTH 57°49'01"EAST, 572.93'); THENCE ALONG SAID SOUTHWESTERLY LINE FROM SAID ANGLE POINT

1. SOUTH 63°40'16" EAST 18.25 FEET **TO THE TRUE POINT OF BEGINNING**
(SOUTH 63°41'57" EAST, ;THENCE CONTINUING ALONG SAID
PER PM 16978) SOUTHWESTERLY
2. SOUTH 63°40'57" EAST 109.83 FEET ; THENCE LEAVING SAID SOUTHWESTERLY
LINE
3. NORTH 48°10'10" WEST 15.31 FEET ; THENCE
4. NORTH 33°32'43" WEST 27.97 FEET ; THENCE

- 5. NORTH 79°31'40" WEST 14.36 FEET TO THE BEGINNING OF A NON-TANGENT 50.18-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°11'30" WEST; THENCE ALONG THE ARC OF SAID CURVE
- 6. WESTERLY AND NORTHWESTERLY 37.75 FEET THROUGH A CENTRAL ANGLE OF 43°06'23" TO THE BEGINNING OF A COMPOUND 215.56- FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE
- 7. NORTHWESTERLY 25.10 FEET THROUGH A CENTRAL ANGLE OF 06°40'22" ;THENCE NON-TANGENT TO SAID CURVE
- 8. NORTH 53°59'39" WEST 24.52 FEET ; THENCE
- 9. NORTH 62°10'05" WEST 24.52 FEET ; THENCE
- 10. NORTH 85°24'32" WEST 19.50 FEET ; THENCE
- 11. NORTH 82°40'13" WEST 55.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP 16978; THENCE ALONG SAID SOUTHWESTERLY LINE
- 12. SOUTH 57°49'21" EAST 59.71 FEET ; THENCE LEAVING SAID SOUTHWESTERLY LINE
- 13. SOUTH 81°02'26" EAST 10.50 FEET ;THENCE
- 14. SOUTH 56°20'32" EAST 88.12 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 5,144.70 SQUARE FEET (0.118 ACRES), MORE OR LESS.

ATTACHED HERETO IS DRAWING NO. 36566-B LABELED AS EXHIBIT "B" (4 SHEETS) AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:
ALTA LAND SURVEYING, INC.



 MIGUEL A. MARTINEZ DATE 7/18/11

L.S. 7443
 LIC. EXP. 06/30/12



Exhibit G: West Property Grant Deed

[TO FOLLOW BEHIND THIS PAGE]

Recording requested by:
The City of San Diego

When Recorded Mail to:
OFFICE OF THE CITY CLERK
THE CITY OF SAN DIEGO
202 "C" ST., 2ND FLOOR, MS 2A
SAN DIEGO, CA 92101

APNs 383-060-26, 383-071-06, 383-071-07,
383-080-03, & 383-080-04

Space above for recorder's use
No Recording Fee Due: Calif. Gov. Code §6103

GRANT DEED

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged,

TY INVESTMENT, INC.,
a California corporation ("GRANTOR"),

HEREBY GRANTS TO

THE CITY OF SAN DIEGO,
a California municipal corporation ("GRANTEE"),

ALL THAT REAL PROPERTY located in the City of San Diego, County of San Diego, State of California, consisting of approximately 2.6 acres of land on portions of Assessor's Parcel Numbers 383-060-26 & 383-071-07, and as more particularly described in the legal description attached hereto as **Exhibit A: Legal Description** (the "Conveyed Property"), together with all rights and appurtenances thereto,

EXCEPTING AND RESERVING THEREFROM an access easement and the right to place a public trail easement on the Conveyed Property, subject to the following terms and conditions:

RESERVATIONS

- A. ACCESS EASEMENT. GRANTOR reserves from its grant of the interest in the Conveyed Property under this Grant Deed (the "Grant") a thirty (30)-foot wide non-exclusive, permanent pedestrian and motorized vehicle access easement on, over, across, and through the Conveyed Property for ingress and egress by the most practicable route available at the time and from time to time to and from West Hills Parkway and GRANTOR'S real property the ("GRANTOR'S Property;" portions of Assessor's Parcel Numbers 383-071-06, 383-071-07, 383-080-03, and 383-080-04; and as more particularly described in **Exhibit B: GRANTOR'S Property**, attached hereto). If West Hills Parkway is not then available, GRANTOR'S access under this access easement shall be to and from the closest public street adjoining the Conveyed Property. The access easement and its use shall not unreasonably interfere with the development, construction, maintenance, repair, and restoration of a public

multi-use trail on the Conveyed Property, and the staging of construction materials and equipment related thereto, or with the public's use thereof.

- B. RIGHT TO PUBLIC TRAIL EASEMENT. GRANTOR reserves from the Grant the right to place a non-exclusive public multi-use trail easement on, over, across, and through the Conveyed Property for public access and the development, construction, maintenance, repair, and restoration of a public multi-use trail, together with pedestrian and motorized vehicle use reasonably required therefor, and the staging of construction materials and equipment related thereto, but only if the easement is required to extend a planned or existing public trail for which a related public trail easement has been recorded on the GRANTOR'S Property. This reservation of the right to place a public trail easement on the Conveyed Property is intended to satisfy certain of GRANTOR'S obligations under that certain OPTION AGREEMENT FOR THE TRANSFER OF AN INTEREST IN REAL PROPERTY, dated on or about September 7, 2010, by and between GRANTOR and of the San Diego River Conservancy, an agency of the State of California ("SDRC").
- a. GRANTOR'S reservation of the right to place a public trail easement on the Conveyed Property shall terminate upon the recording of any public trail easement on the Conveyed Property.
 - b. GRANTOR may assign some or all of its rights and obligations under this Grant Deed related to the placement of a public trail easement on the Conveyed Property, and the use of that easement, to SDRC without GRANTEE'S further consent. GRANTOR shall notify GRANTEE of any such assignment. Upon delivery of such notice to GRANTEE, GRANTOR shall be released from all obligations so assigned, and GRANTEE shall hold GRANTOR and its officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with SDRC'S acts and omissions related to the performance of such obligations.

GRANTOR and GRANTEE further agree as follows:

1. Grant. The use of the word "grant" herein shall not imply any warranty on the part of GRANTOR with respect to the Conveyed Property.
2. Fencing. If a public trail is constructed on the Conveyed Property, the person or entity constructing the public trail (the "Trailblazer") shall install fencing on the Conveyed Property between the public trail and the GRANTOR'S Property. Such fencing shall be of a height and material reasonably suited to reasonably restrict persons from trespassing onto the GRANTOR'S Property. The Trailblazer shall cooperate with GRANTOR in determining the materials and type of fencing to be used to maintain a reasonable aesthetic compatibility with GRANTOR'S use of the GRANTOR'S Property as a golf course, subject to all applicable laws, rules, and regulations of competent governmental authority.

- a. The Trailblazer shall be solely responsible for the cost of all such fencing and public trail development and maintenance work, including without limitation permitting and legal expenses.
 - b. The Trailblazer shall further be solely responsible to maintain the public trail and the fencing in good condition at all times and shall make reasonable efforts to repair any damage upon notice from GRANTEE.
3. Property Damage. GRANTOR shall pay for all damage to the Conveyed Property, and to GRANTEE'S personal property thereon, resulting from GRANTOR'S use of the access easement reserved hereunder and any easement resulting from rights reserved hereunder. GRANTOR shall, at its sole cost and expense, promptly repair and restore all such property to its condition immediately prior to being damaged.
4. Indemnification and Hold Harmless. GRANTOR shall protect, defend, indemnify, and hold GRANTEE and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTOR'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with (i) GRANTOR'S use of the access easement reserved hereunder and any easement resulting from rights reserved hereunder, and (ii) GRANTOR'S development, construction, maintenance, repair, and restoration of a public multi-use trail on the Conveyed Property, and the public's use thereof; and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of GRANTEE or its elected officials, officers, employees, representatives, and agents.
5. Successors and Assigns. All rights and obligations specified in this Grant Deed shall run with the land and this Grant Deed shall bind and inure to the benefit of the GRANTOR'S and GRANTEE'S respective successors and assigns.
6. Legal Proceedings. If any party brings an action or proceeding against another party under this Grant Deed, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

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7. Partial Invalidity. If any term, covenant, condition, or provision of this Grant Deed is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Grant Deed is executed to be effective upon its recordation in the Office of the San Diego County Recorder.

GRANTOR: TY INVESTMENT, INC., a California corporation

BY: _____
TORU MISE, President

San Diego City Council Authorizing Resolution No. R-_____

Date of Final Passage: _____

GRANTEE: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
Name: _____
Title: _____

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

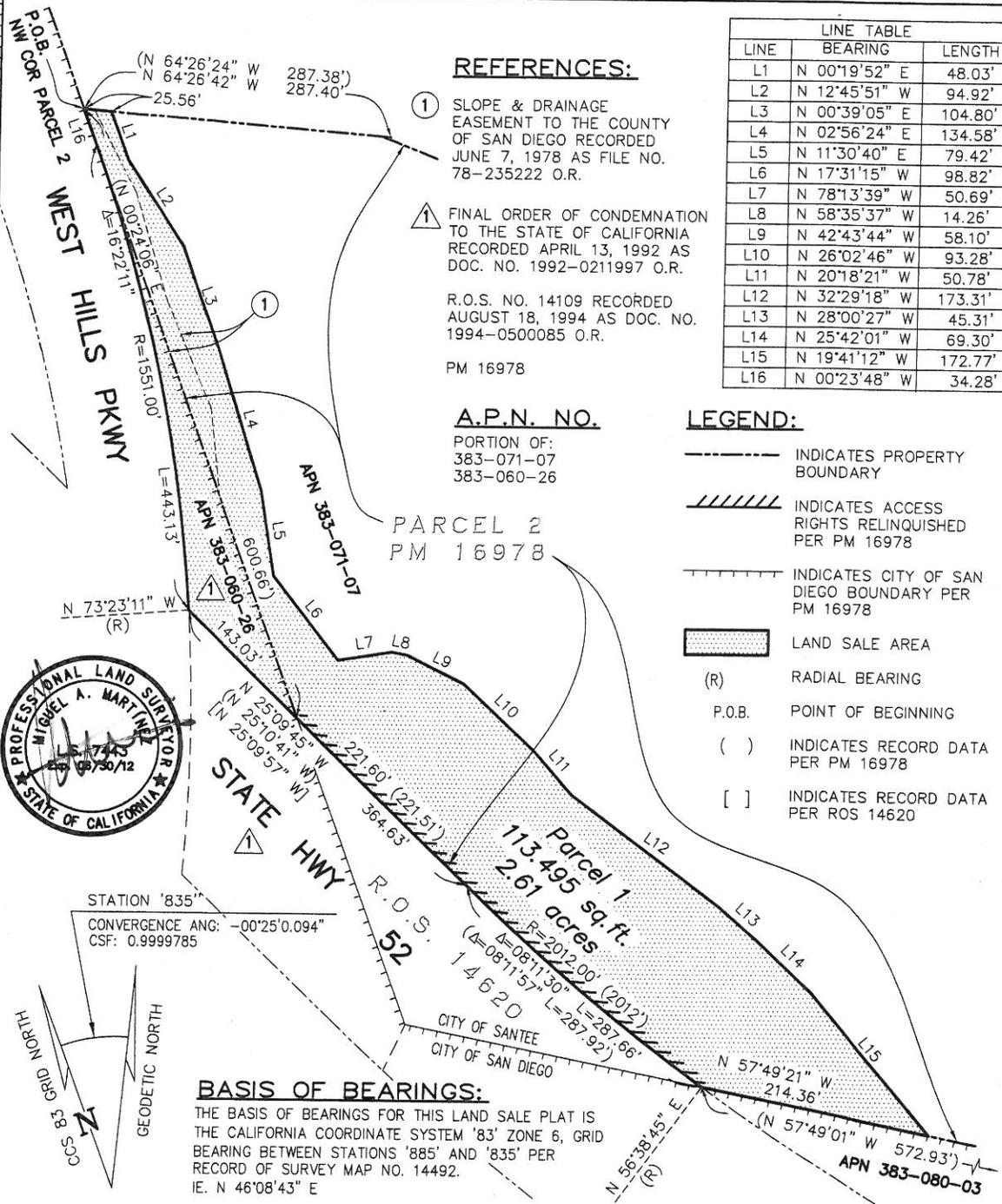
BY: _____
Name: _____
Title: _____

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____
James F. Barwick, Director
Real Estate Assets Department

Exhibit A: Legal Description

Exhibit B: the GRANTOR'S Property



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°19'52" E	48.03'
L2	N 12°45'51" W	94.92'
L3	N 00°39'05" E	104.80'
L4	N 02°56'24" E	134.58'
L5	N 11°30'40" E	79.42'
L6	N 17°31'15" W	98.82'
L7	N 78°13'39" W	50.69'
L8	N 58°35'37" W	14.26'
L9	N 42°43'44" W	58.10'
L10	N 26°02'46" W	93.28'
L11	N 20°18'21" W	50.78'
L12	N 32°29'18" W	173.31'
L13	N 28°00'27" W	45.31'
L14	N 25°42'01" W	69.30'
L15	N 19°41'12" W	172.77'
L16	N 00°23'48" W	34.28'

REFERENCES:

① SLOPE & DRAINAGE EASEMENT TO THE COUNTY OF SAN DIEGO RECORDED JUNE 7, 1978 AS FILE NO. 78-235222 O.R.

⚠ FINAL ORDER OF CONDEMNATION TO THE STATE OF CALIFORNIA RECORDED APRIL 13, 1992 AS DOC. NO. 1992-0211997 O.R.

R.O.S. NO. 14109 RECORDED AUGUST 18, 1994 AS DOC. NO. 1994-0500085 O.R.

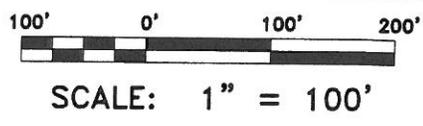
PM 16978

A.P.N. NO.
 PORTION OF:
 383-071-07
 383-060-26

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS LAND SALE PLAT IS THE CALIFORNIA COORDINATE SYSTEM '83' ZONE 6, GRID BEARING BETWEEN STATIONS '885' AND '835' PER RECORD OF SURVEY MAP NO. 14492.
 IE. N 46°08'43" E



Alta Land Surveying
 9517 GROSSMONT SUMMIT DR.
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 1930-B-SHT.DWG J.N. 10-1930 DATE: 07/18/11



LAND SALE PLAT

PORTIONS OF PARCEL 2, PM 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, AND OF TRACT 'O' & 'T' OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA
ORIGINAL					SHEET 1 OF 1 SHEET
			08/17/11		Gregory P. Hollman 8-18-2011 FOR CITY ENGINEER DATE
					1886-6323 CCS 83 COORDINATES
					244-1763 LAMBERT COORDINATES
					36564-B

EXHIBIT 'A'
LEGAL DESCRIPTION
LAND SALE PARCEL

PARCEL 1

THOSE PORTIONS OF PARCEL 2 OF PARCEL MAP NO. 16978 IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS, AND TRACT "O" AND "T" OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CONVEYED IN PARCEL 3 OF A DEED IN MIDWEST TELEVISION, INC., AS CONVEYED TO THE STATE OF CALIFORNIA, IN FINAL ORDER OF CONDEMNATION RECORDED APRIL 13, 1992 AS INSTRUMENT NO. 1992-0211997, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE THEREOF,

1. SOUTH 64°26'42" EAST 25.56 FEET ; THENCE LEAVING SAID NORTHERLY LINE
(SOUTH 64°26'24" EAST
PER PM 16978)
2. SOUTH 00°19'52" WEST 48.03 FEET ; THENCE
3. SOUTH 12°45'51" EAST 94.92 FEET ; THENCE
4. SOUTH 00°39'05" WEST 104.80 FEET ; THENCE
5. SOUTH 02°56'24" WEST 134.58 FEET ; THENCE
6. SOUTH 11°30'40" WEST 79.42 FEET ; THENCE
7. SOUTH 17°31'15" EAST 98.82 FEET ; THENCE
8. SOUTH 78°13'39" EAST 50.69 FEET ; THENCE
9. SOUTH 58°35'37" EAST 14.26 FEET ; THENCE
10. SOUTH 42°43'44" EAST 58.10 FEET ; THENCE
11. SOUTH 26°02'46" EAST 93.28 FEET ; THENCE
12. SOUTH 20°18'21" EAST 50.78 FEET ; THENCE

- 13. SOUTH 32°29'18" EAST 173.31 FEET ; THENCE
- 14. SOUTH 28°00'27" EAST 45.31 FEET ; THENCE
- 15. SOUTH 25°42'01" EAST 69.30 FEET ; THENCE
- 16. SOUTH 19°41'12" EAST 172.77 FEET TO THE SOUTHERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978; THENCE ALONG SAID SOUTHERLY LINE
- 17. NORTH 57°49'21" WEST 214.36 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, BEING THE BEGINNING OF A NON-TANGENT 2,012.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 56°38'45" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND ARC OF SAID CURVE,
- 18. NORTHWESTERLY 287.66 FEET THROUGH A CENTRAL ANGLE OF 08°11'30"; THENCE TANGENT TO SAID CURVE
- 19. NORTH 25°09'45" WEST 364.63 FEET ALONG SAID SOUTHWESTERLY LINE OF PARCEL 2 AND ITS NORTHWESTERLY PROLONGATION TO A POINT ON A 1,551.00-FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°23'11" EAST, BEING ALSO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY APRIL 13, 1992 AS DOCUMENT NO 1992-0211197 OF O.R.; THENCE ALONG SAID WESTERLY LINE AND ARC OF SAID CURVE
- 20. NORTHERLY 443.13 FEET THROUGH A CENTRAL ANGLE OF 16°22'11" TO A POINT ON THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978

;THENCE NON-TANGENT ALONG SAID
WESTERLY LINE

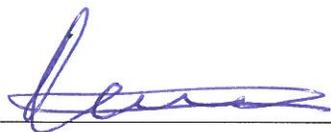
21. NORTH 00°23'48" WEST 34.28 FEET **TO THE POINT OF BEGINNING.**

CONTAINS 113,495 SQUARE FEET (2.61 ACRES), MORE OR LESS.

ATTACHED HERETO IS DRAWING NO. 36564-B LABELED AS EXHIBIT "B" AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY:

ALTA LAND SURVEYING, INC.



MIGUEL A. MARTINEZ

7/18/11
DATE

L.S. 7443

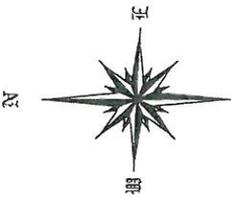
LIC. EXP. 06/30/12



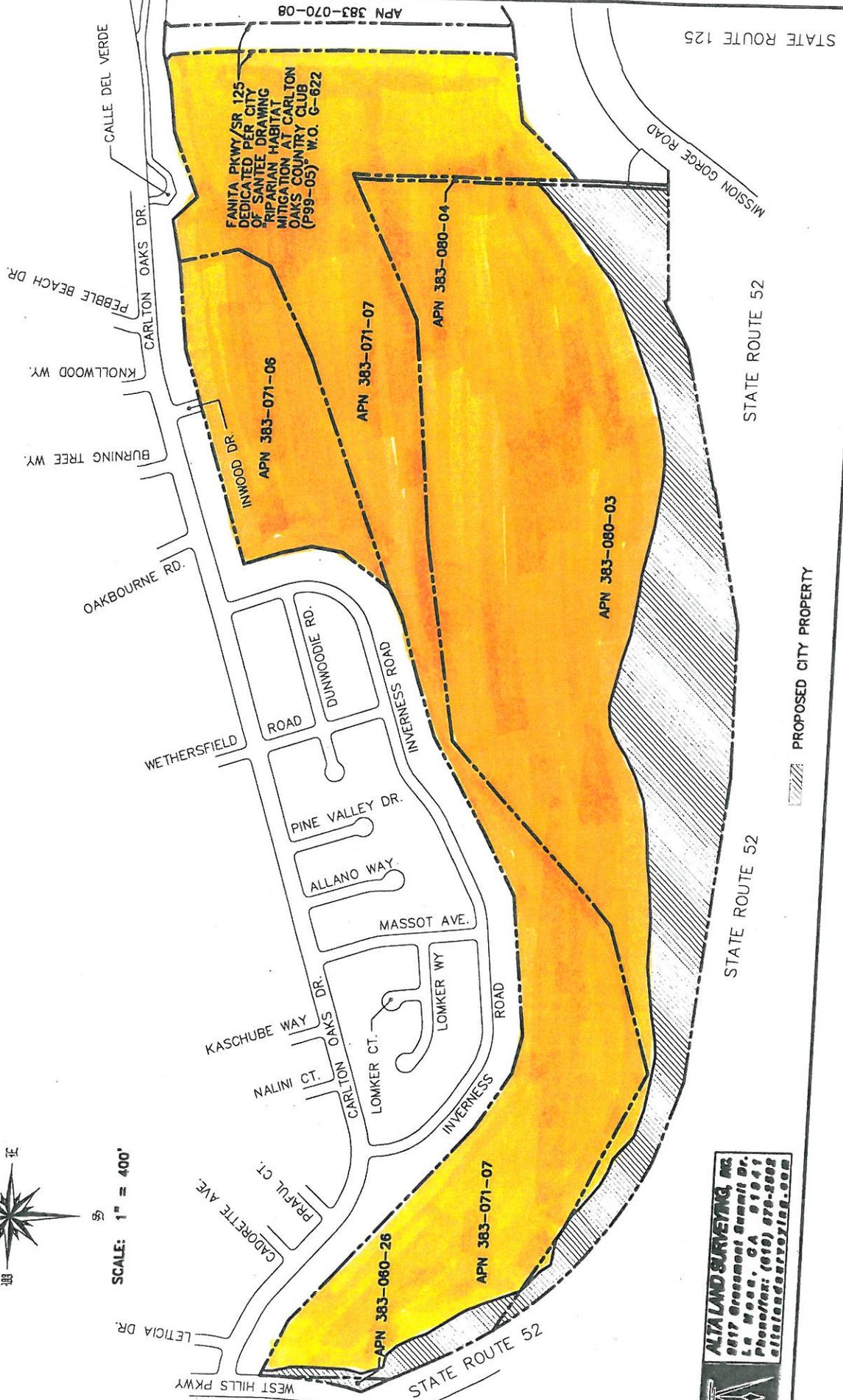
Exhibit B: the GRANTOR'S Property

[TO FOLLOW BEHIND THIS PAGE]

CARLTON OAKS GOLF COURSE



SCALE: 1" = 400'



FANITA PKWY/SR 125
DEDICATED PER CITY
OF SANTEE DRAWING
RIPARIAN HABITAT
MITIGATION AT CARLTON
OAKS COUNTRY CLUB
(P99-05) W.O. G-622

ALTA LAND SURVEYING, INC.
2817 Greenmont Summit Dr.
La Mesa, CA 91941
Phone/Fax: (619) 470-2888
altaland@earthlink.net

Exhibit H: Grant of Easements

[TO FOLLOW BEHIND THIS PAGE]

Recording requested by:
The City of San Diego

When Recorded Mail to:
OFFICE OF THE CITY CLERK
THE CITY OF SAN DIEGO
202 "C" ST., 2ND FLOOR, MS 2A
SAN DIEGO, CA 92101

APN 383-080-03, 383-080-04, 383-071-06-00 & 383-071-07-00

Space above for Recorder's use
No Recording Fee Due: Calif. Gov. Code §6103

GRANT OF EASEMENTS

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged,

TY INVESTMENT, INC.,
a California corporation ("GRANTOR"),

HEREBY GRANTS TO

THE CITY OF SAN DIEGO,
a California municipal corporation ("GRANTEE"),

THE FOLLOWING RIGHTS AND EASEMENTS on, over, across, and through GRANTOR'S real property ("GRANTOR'S Property;" portions of Assessor's Parcel Numbers 383-080-03, 383-080-04, 383-071-06-00, and 383-071-07-00; and as more particularly described in **Exhibit A: GRANTOR'S Property**, attached hereto):

- A. **RIGHT TO PUBLIC TRAIL EASEMENT.** GRANTOR grants to GRANTEE the right to place a public multi-use trail easement on, over, across, and through GRANTOR'S Property within that portion of GRANTOR'S Property consisting of approximately 4.7 acres of land and more particularly described in **Exhibit B: Berm Property**, attached hereto (the "Berm Property") for public access and the development, construction, maintenance, repair, and restoration of a public multi-use trail, including without limitation the installation of interpretive signs, together with pedestrian and motorized vehicle use reasonably required therefor, and the staging of construction materials and equipment related thereto.
- B. **RIGHT TO MITIGATION EASEMENTS.** GRANTOR grants to GRANTEE the right to place such environmental mitigation easements on, over, across, and through GRANTOR'S Property within the Berm Property as may be required by competent governmental authorities due to GRANTEE's development, construction, maintenance, repair, and restoration of a public multi-use trail on GRANTOR'S Property within the Berm Property and fencing related thereto. GRANTOR shall have the right to place mitigation easements within the Berm Property only after the completion of construction of a public multi-use trail and related fencing thereon.

- C. SURFACE EASEMENT. GRANTOR grants to GRANTEE a non-exclusive, permanent surface easement on, over, across, and through GRANTOR'S Property within that portion of GRANTOR'S Property described in **Exhibit C: Surface Easement Area**, attached hereto, for GRANTEE'S access to GRANTEE'S real property ("GRANTEE'S Property," portions of Assessor's Parcel Numbers 383-080-03 and 383-080-04; and as more particularly described in **Exhibit D: GRANTEE'S Property**, attached hereto) and GRANTEE'S use for staging materials and equipment to be used for both the maintenance of GRANTEE'S Property and the construction, maintenance, repair, and restoration of a public multi-use trail on the Berm Property, together with pedestrian and motorized vehicle use reasonably required therefor.
- D. ACCESS EASEMENT. GRANTOR grants to GRANTEE a fifteen (15)-foot-wide non-exclusive, permanent pedestrian and motorized-vehicle access easement ("Access Easement") on, over, across, and through GRANTOR'S Property solely for the purpose of GRANTEE'S ingress and egress to and from Inwood Drive and both (i) GRANTEE'S Property, and (ii) such areas within GRANTOR'S Property that GRANTEE may have easement rights to use; each by the most practicable route available at the time and from time to time. If Inwood Drive is not then available, GRANTEE'S access shall be to and from the closest public street adjoining GRANTOR'S Property. GRANTEE shall notify GRANTOR at least twenty-four (24) hours in advance of its need to use this Access Easement. Notwithstanding the foregoing, in case of emergency, GRANTEE shall provide only as much notice as is practicable. GRANTOR shall not unreasonably delay GRANTEE'S use of this Access Easement in any case.

GRANTOR and GRANTEE further agree as follows:

1. Grant. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use GRANTOR'S Property and to grant licenses and other easements on, over, under, and above GRANTOR'S Property, provided such uses do not interfere with the rights granted to GRANTEE herein. The use of the word "grant" shall not imply any warranty on the part of GRANTOR with respect to the rights granted to GRANTEE herein or GRANTOR'S Property.
2. Maintenance of the Berm. The Berm Property consists of a land feature commonly referred to as a berm (the "Berm") which serves to limit the flooding of GRANTOR'S Property. GRANTOR and GRANTEE acknowledge and agree that the southerly boundary of GRANTOR'S Property is defined by the south toe of the slope of the Berm, and that the entire structure of the Berm lies within GRANTOR'S Property. GRANTOR and GRANTEE acknowledge and agree that GRANTOR is solely responsible for the Berm and its maintenance, but shall not be obligated to maintain the Berm. GRANTOR and GRANTEE further acknowledge and agree that GRANTEE has no responsibility for the Berm or its maintenance. GRANTOR acknowledges and agrees that the Berm serves to limit the flooding of GRANTOR'S Property. The parties acknowledge that the structure of the Berm may change over time due to erosion and other naturally-occurring forces. If in one or more instances the functionality of the Berm is diminished or reasonably threatened by such erosion or other forces and GRANTOR'S maintenance of the Berm reasonably requires the addition of reinforcing material to maintain or re-establish the stability of the Berm, and such action will create an encroachment onto the GRANTEE'S Property, GRANTEE shall grant

GRANTOR a license to enter upon the GRANTEE'S property to install and maintain the encroachment, subject to such usual and customary terms and conditions applied by GRANTEE at the time for similar licenses, and all applicable laws, rules, and regulations of competent governmental authority.

- 2.1 The height of the Berm shall not be reduced.
 - 2.2 GRANTOR shall be fully responsible for the installation and maintenance of any and all such encroachments installed by GRANTOR.
 - 2.3 GRANTOR shall protect, defend, indemnify, and hold GRANTEE and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTOR'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with such encroachments or GRANTOR'S installation and maintenance thereof, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of GRANTEE or its elected officials, officers, employees, representatives, and agents.
 - 2.4 Notwithstanding any provision of this Grant of Easements to the contrary, GRANTOR shall not be obligated to maintain the Berm. GRANTEE shall hold GRANTOR and its officers, employees, representatives, and agents harmless for damages to any public trail installed on the Berm Property which result from or are in any manner directly or indirectly connected with GRANTOR'S maintenance or non-maintenance of the Berm; provided, however, that GRANTEE'S obligation to hold GRANTOR harmless for such maintenance shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of GRANTOR or its officers, employees, representatives, and agents.
3. Fencing. If GRANTEE constructs a public trail on the Berm Property, GRANTEE shall install fencing on the Berm Property between the northern edge of the trail and the remainder of GRANTOR'S Property. Such fencing shall be of a height and material reasonably suited to reasonably restrict persons from trespassing onto the remainder of GRANTOR'S Property. GRANTEE shall cooperate with GRANTOR in determining the materials and type of fencing to be used to maintain a reasonable aesthetic compatibility with GRANTOR'S use of the remainder of GRANTOR'S Property as a golf course, subject to all applicable laws, rules, and regulations of competent governmental authority.
- 3.1 GRANTEE shall be solely responsible for the cost of all such fencing and public trail development and maintenance work, including without limitation permitting and legal expenses.

- 3.2 GRANTEE shall further be solely responsible to maintain the public trail and the fencing in good condition at all times and shall make reasonable efforts to repair any damage upon notice from GRANTOR.
4. No Off-Site Mitigation. GRANTEE shall not perform environmental mitigation on any part of GRANTOR'S Property that is related to any off-site development by GRANTEE.
 5. Conflicting Repairs; Notice. Except in the case of an emergency, if any facilities on, in, or under GRANTOR'S Property are to be repaired, replaced, or relocated, and such work may adversely affect the rights granted to GRANTEE herein, GRANTOR shall notify GRANTEE in writing at least ten (10) days prior to commencement of the work. Such notice shall state the scope and expected duration of such work.
 6. Property Damage. GRANTEE shall pay for all damage to GRANTOR'S Property and GRANTOR'S personal property thereon resulting from GRANTEE'S exercising of the rights granted to GRANTEE herein. GRANTEE shall, at its sole cost and expense, promptly repair and restore all such property to its condition immediately prior to being damaged.
 7. Indemnification and Hold Harmless. GRANTEE shall protect, defend, indemnify, and hold GRANTOR and its officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTEE'S elected officials, officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with GRANTEE'S exercising of the rights granted to GRANTEE herein, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTEE'S duty to indemnify and hold harmless shall not include any claims or liability to the extent arising from the acts or omissions of GRANTOR or its officers, employees, representatives, and agents.
 8. Successors and Assigns. All rights and obligations specified in this Grant of Easements shall run with the land and this Grant of Easements shall bind and inure to the benefit of GRANTOR'S and GRANTEE'S respective successors and assigns.
 9. Legal Proceedings. If any party brings an action or proceeding against another party under this Grant of Easements, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. Partial Invalidity. If any term, covenant, condition, or provision of this Grant of Easements is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Grant of Easements is executed to be effective as of the date of its recordation in the Office of the San Diego County Recorder.

GRANTOR: TY INVESTMENT, INC., a California corporation

BY: _____
TORU MISE, President

San Diego GRANTEE Council Authorizing Resolution No. R-_____

Date of Final Passage: _____

GRANTEE: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
Name: _____
Title: _____

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: _____
Title: _____

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

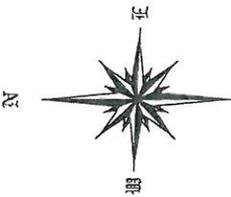
Dated: _____ By: _____
James F. Barwick, Director
Real Estate Assets Department

Exhibit A: GRANTOR'S Property
Exhibit B: Berm Property
Exhibit C: Surface Easement Area
Exhibit D: GRANTEE'S Property

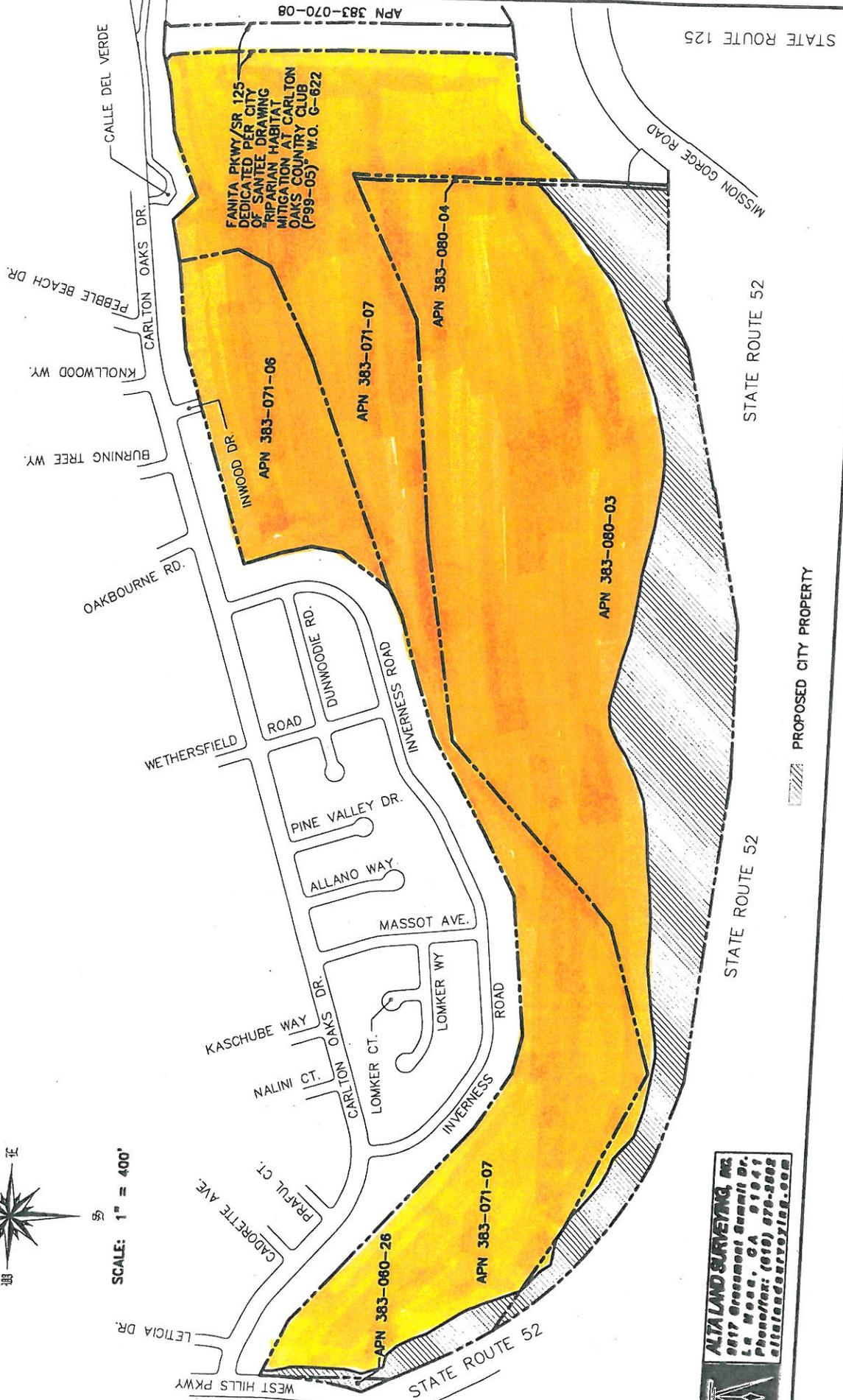
Exhibit B: the GRANTOR'S Property

[TO FOLLOW BEHIND THIS PAGE]

CARLTON OAKS GOLF COURSE



SCALE: 1" = 400'

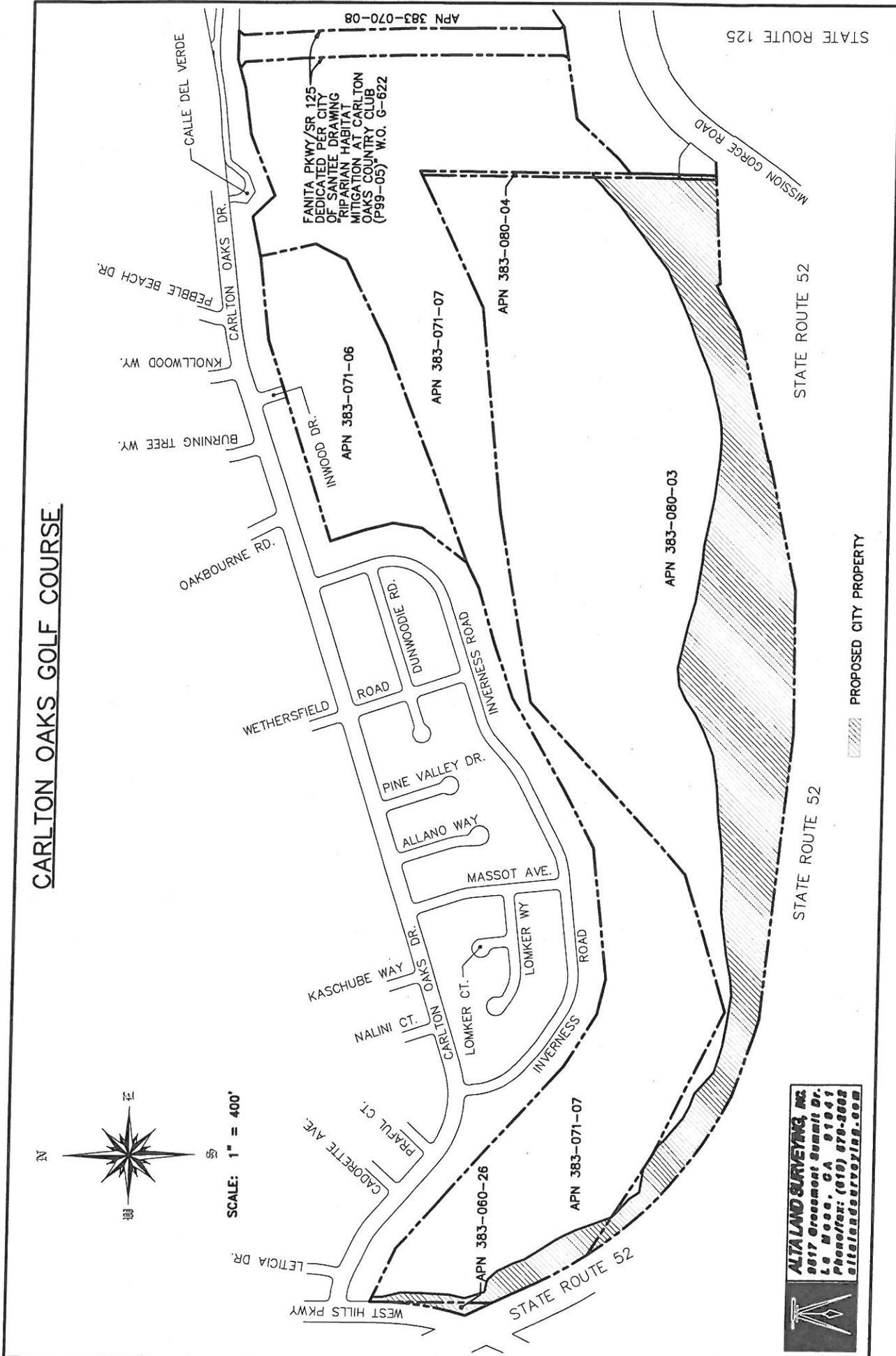


ALTA LAND SURVEYING, INC.
2817 Greenmont Summit Dr.
La Mesa, CA 91941
Phone/Fax: (619) 470-2808
altaland@earthlink.net

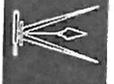
Exhibit D: GRANTEE'S Property

[TO FOLLOW BEHIND THIS PAGE]

CARLTON OAKS GOLF COURSE



ALTA LAND SURVEYING, INC.
 9617 Greenmont Summit Dr.
 La Mesa, CA 91941
 Phone/Fax: (619) 676-3888
 alta@alandsurveying.com



PROPOSED CITY PROPERTY

Exhibit I: South Property Grant Deed

[TO FOLLOW BEHIND THIS PAGE]

Recording requested by:
The City of San Diego

When Recorded Mail to:
OFFICE OF THE CITY CLERK
THE CITY OF SAN DIEGO
202 "C" ST., 2ND FLOOR, MS 2A
SAN DIEGO, CA 92101

APNs 383-080-03, 383-080-04 & 383-071-07

Space above for Recorder's use
No Recording Fee Due: Calif. Gov. Code §6103

GRANT DEED

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged,

THE CITY OF SAN DIEGO,
a California municipal corporation ("GRANTOR"),

HEREBY GRANTS TO

TY INVESTMENT, INC.,
a California corporation ("GRANTEE"),

ALL THAT REAL PROPERTY located in the City of San Diego, County of San Diego, State of California, consisting of approximately 68.9 acres of land adjacent to and north of the San Diego River on portions of Assessor's Parcel Numbers 383-080-03, 383-080-04, and 383-071-07, and as more particularly described in the legal description attached hereto as **Exhibit A: Legal Description** (the "Sale Property"), together with all rights and appurtenances thereto,

EXCEPTING AND RESERVING THEREFROM an environmental mitigation easement and an invasive plant control and restoration project easement, all subject to the following terms and conditions:

RESERVATIONS

- A. **ACOE MITIGATION EASEMENT.** Along and northerly of the southern boundary of the Sale Property there exists a land feature commonly referred to as a berm (the "Berm") which serves to limit the flooding of the Sale Property and other real property owned by GRANTEE. GRANTOR and GRANTEE acknowledge that GRANTOR has performed certain environmental mitigation work in and along the Berm pursuant to that certain Army Corps of Engineers Permit SPL-2005-1545-TCD issued on or about April 26, 2007 (the "ACOE Permit," attached hereto and incorporated herein as **Exhibit B: ACOE Permit**). GRANTOR reserves from the Grant a permanent environmental mitigation easement on, over, across, and through that portion of the Sale Property shown in **Exhibit C: ACOE**

Mitigation Easement Area, attached hereto, to comply with the terms and conditions of the ACOE Permit. Such compliance requires that no easement or activities that would result in soil disturbance and/or vegetation removal, except as approved by the Army Corps of Engineers, shall be allowed within the area of this mitigation easement. GRANTEE shall, at no expense to itself, cooperate with all directives by the Army Corps of Engineers required to satisfy GRANTOR'S obligations under the ACOE Permit.

- (1) GRANTEE acknowledges and agrees that GRANTOR currently utilizes GRANTEE'S irrigation system to accomplish its environmental mitigation under the ACOE Permit. GRANTEE shall allow GRANTOR to continue utilizing GRANTEE'S irrigation system to the extent reasonably needed to accomplish the environmental mitigation pursuant to the ACOE Permit for at least five (5) years after the date this Grant Deed is recorded in the Office of the San Diego County Recorder (the "Recording Date"), and to the extent reasonably needed to accomplish the environmental mitigation pursuant to the ACOE Permit.
- (2) GRANTOR shall be solely responsible for the maintenance of its environmental mitigation work as well as any damage which may be caused by its employees, agents, and representatives in performing its work under the ACOE Permit.

B. **SDRC PLANT CONTROL PROJECT EASEMENT**. GRANTOR reserves from the Grant a non-exclusive, temporary invasive plant control and restoration project easement on, over, across, and through the Sale Property to allow the San Diego River Conservancy, an agency of the State of California ("SDRC"), and/or GRANTOR to remove and control non-native plant species and restore natural habitat pursuant to that certain STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT (AGREEMENT NO. 40720-11) UNDER THE RIVER PARKWAYS GRANT PROGRAM (PROPOSITION 40) between the State of California and SDRC.

GRANTOR and GRANTEE further agree as follows:

1. **Grant**. The use of the word "grant" herein shall not imply any warranty on the part of GRANTOR with respect to the Sale Property.
2. **Indemnification and Hold Harmless**. GRANTOR shall protect, defend, indemnify, and hold GRANTEE and its officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTOR'S elected officials, officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with GRANTOR'S exercising of the rights reserved hereunder, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTOR'S duty to indemnify and hold harmless shall not include any claims or liability to the extent arising from the acts or omissions of GRANTEE or its officers, employees, representatives, and agents.

3. Maintenance of the Berm. GRANTOR and GRANTEE acknowledge and agree that the southerly boundary of the Sale Property is defined by the south toe of the slope of the Berm, and that the entire structure of the Berm lies within the Sale Property. GRANTEE shall assume ownership and all responsibility for the Berm and its maintenance as of the Recording Date, but shall not be obligated to maintain the Berm. GRANTOR shall have no responsibility for the Berm or its maintenance as of the Recording Date. GRANTEE shall assume all responsibility for the Berm and its maintenance as of the Recording Date. GRANTEE acknowledges and agrees that the Berm serves to limit the flooding of the Sale Property and other property owned by GRANTEE adjacent to the Sale Property. The parties acknowledge that the structure of the Berm may change over time due to erosion and other naturally-occurring forces. If in one or more instances the functionality of the Berm is diminished or reasonably threatened by such erosion or other forces and GRANTEE'S maintenance of the Berm reasonably requires the addition of reinforcing material to maintain or re-establish the stability of the Berm, and such action will create an encroachment onto the GRANTOR'S real property adjacent to the Sale Property ("GRANTOR'S Property;" portions of Assessor's Parcel Numbers 383-080-03 and 383-080-04; and as more particularly described in **Exhibit D: GRANTOR'S Property**, attached hereto), GRANTOR shall grant GRANTEE a license to enter upon GRANTOR'S Property to install and maintain the encroachment, subject to such usual and customary terms and conditions applied by GRANTOR at the time for similar licenses, and all applicable laws, rules, and regulations of competent governmental authority.

3.1 The height of the Berm shall not be reduced.

3.2 GRANTEE shall be fully responsible for the installation and maintenance of any and all such encroachments installed by GRANTEE.

3.3 GRANTEE shall protect, defend, indemnify, and hold GRANTOR and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with such encroachments or GRANTEE'S installation and maintenance thereof, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of GRANTOR or its elected officials, officers, employees, representatives, and agents.

3.4 Notwithstanding any provision of this Grant to the contrary, GRANTEE shall not be obligated to maintain the Berm. GRANTOR shall hold GRANTEE and its officers, employees, representatives, and agents harmless for damages to any public trail installed on the Berm Property which result from or are in any manner directly or indirectly connected with GRANTEE'S maintenance or non-maintenance of the Berm; provided, however, that GRANTOR'S obligation to hold GRANTEE harmless for such maintenance shall not include any claims or liability arising from the gross negligence,

recklessness, or intentional misconduct of GRANTEE or its officers, employees, representatives, and agents.

4. Fencing. If GRANTOR constructs a public trail on the Berm, GRANTOR shall install fencing on the Berm Property between the trail and the remainder of the Sale Property northerly of the Berm Property. Such fencing shall be of a height and material reasonably suited to reasonably restrict persons from trespassing onto GRANTEE-owned property adjacent to the Berm Property (i.e., portions of Assessor's Parcel Numbers 383-080-03, 383-080-04, 383-071-06-00, and 383-071-07-00, as more particularly described in **Exhibit E: GRANTEE'S Property**, attached hereto). GRANTOR shall cooperate with GRANTEE in determining the materials and type of fencing to be used to maintain a reasonable aesthetic compatibility with GRANTEE'S use of the Sale Property as a golf course, subject to all applicable laws, rules, and regulations of competent governmental authority.
 - 4.1 GRANTOR shall be solely responsible for the cost of all such fencing and public trail development and maintenance work, including without limitation permitting and legal expenses.
 - 4.2 GRANTOR shall further be solely responsible to maintain the public trail and the fencing in good condition at all times and shall make reasonable efforts to repair any damage upon notice from GRANTEE.
5. No Off-Site Mitigation. GRANTOR shall not perform environmental mitigation on any part of the Sale Property that is related to any off-site development by GRANTOR.
6. Property Damage. GRANTOR shall pay for all damage to the Sale Property, and to GRANTEE'S personal property thereon, resulting from GRANTOR'S use of easements either reserved hereunder or resulting from rights reserved hereunder. GRANTOR shall, at its sole cost and expense, promptly repair and restore all such property to its condition immediately prior to being damaged.
7. Successors and Assigns. All rights and obligations specified in this Grant Deed shall run with the land and this Grant Deed shall bind and inure to the benefit of the GRANTOR'S and GRANTEE'S respective successors and assigns.
8. Legal Proceedings. If any party brings an action or proceeding against another party under this Grant Deed, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

9. Partial Invalidity. If any term, covenant, condition, or provision of this Grant Deed is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Grant Deed is executed to be effective upon its recordation in the Office of the San Diego County Recorder.

San Diego City Council Authorizing Resolution No. R-_____
Date of Final Passage: _____

GRANTOR: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
Name: _____
Title: _____

GRANTEE: TY INVESTMENT, INC., a California corporation

BY: _____
TORU MISE, President

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: _____
Title: _____

- Exhibit A: Legal Description
- Exhibit B: ACOE Permit
- Exhibit C: ACOE Mitigation Easement Area
- Exhibit D: GRANTOR'S Property
- Exhibit E: GRANTEE'S Property

Exhibit B: ACOE Permit

[TO FOLLOW BEHIND THIS PAGE]



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
SAN DIEGO FIELD OFFICE
16885 WEST BERNARDO DRIVE, SUITE 300A
SAN DIEGO, CALIFORNIA 92127

April 26, 2007

Office of the Chief
Regulatory Division

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT AUTHORIZATION

Ms. Michelle Abella-Shon
City of San Diego, Park Planning & Development Division
Park and Recreation Department
202 C Street, MS 35
San Diego, California 92101-3860

Dear Ms. Abella-Shon:

This is in reply to your letter (No. SPL-2005-1545-TCD), dated August 1, 2006, concerning our permit authority under Section 404 of the Clean Water Act of 1972 (33 U.S.C. 1344) over your proposal to discharge dredged or fill material resulting from activities associated with the Old Mission Dam Maintenance Dredging project. The proposed project will dredge approximately 750 cubic yards of accumulated sediments from the San Diego River. The existing flood control facility channels were originally constructed prior to the Clean Water Act, between 1813 and 1816, thereby not requiring Corps authorization. Up to 750 cubic yards of silt behind the Old Mission Dam (OMD) will be dredged initially in two phases, each of which will be protected from live stream flows by the placement of temporary diversion dams. The initial phase of the dredging program will include the formation of two temporary gravel bag cofferdams upstream of the existing OMD, and the placement of a temporary equipment crossing. Phase 1 & 2 dikes will be constructed using gravel bags (Figure 6.) The second phase will include removal of the temporary crossing and the more northerly temporary dam, and construction of a temporary gravel bag dike. Flows will be diverted to the north, allowing construction access to the southern sandbar. This will allow for dredging activity to occur in the smaller secondary flow channel south of the main channel (Figure 6.) All gravel bags will be removed following completion of Phase 2 dredging. A temporary equipment crossing over the secondary channel will be constructed of steel trench plates that will be removed after dredging is completed. Dredging will be accomplished using a trackhoe, front end loader, and dump trucks. Sediment dredged from the River channel will be transferred into dump trucks for transport to the Bushy Hill staging area. Stockpiled materials will be allowed to dewater prior to disposal at either an approved landfill or through sale to a soil or concrete supplier/manufacturer. The project as proposed will result in direct impacts to 0.49 acre of waters of the United States in the San Diego River, in San Diego, San Diego County, California.

The Corps of Engineers has determined your proposed activity complies with the terms and conditions of Nationwide Permit Number 31: *Maintenance of Existing Flood Control Facilities* (Sections 10 and 404) as described in enclosure 1.

The Corps of Engineers has additionally determined that your proposed activity complies with the terms and conditions of Nationwide Permit Number 33: *Temporary Construction, Access, and Dewatering* (Sections 10 and 404) as described in enclosure 1.

Furthermore, you must comply with the following non-discretionary Special Conditions:

1. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas shown on Figure 6. Adverse impacts to waters of the U.S. beyond the Corps-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements
2. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps a post-project implementation memo indicating the date authorized impacts to waters of the U.S. ceased.
 1. The permittee shall mitigate permanent impacts to 0.49 acre of waters of the United States, including approximately 0.3 acre of jurisdictional wetlands and 0.16 acre of unvegetated water of the U.S., through restoration and enhancement of jurisdictional wetland habitat, including approximately 0.32 acre onsite and 1.04 acres offsite.
 2. A final mitigation plan, based on the approved *Conceptual Wetlands Mitigation Plan Report for Old Mission Dam Maintenance Dredging Project* dated January 2007, prepared by Dudek, shall be submitted to the Corps (cc: EPA, USFWS, CDFG, and RWQCB) for approval within 30 days of the date of this permit, and shall include the following:
 - a) All final specifications and planting and irrigation shall be provided to the Corps prior to mitigation construction (cc: EPA, USFWS, CDFG, and RWQCB); All wetland mitigation areas shall be graded to remove mature *Arundo* root masses and establish grades that are the same elevation as the adjacent existing wetlands and/or within one foot of the groundwater table, and shall be left in a rough grade state with microtopographic relief (including channels) that mimics natural wetland topography, as directed by the Corps; Planting and irrigation shall not be installed until the Corps has approved the mitigation site grading; The permittee shall contact the Corps for verification of proper grading of the mitigation site a minimum of 15 days prior to the planned date of initiating planting; All planting shall be installed in such a manner that mimics natural plant distribution (e.g., random distribution rather than uniform rows);
 - b) Submittal of as-built drawings of the mitigation grading, planting, and irrigation to the Corps (cc: EPA, USFWS, CDFG, and RWQCB) is required only if the project installation substantially deviates from the work shown on the original construction plans;

- c) At the first anniversary of plant installation, all dead plants shall be replaced unless their function has been replaced by natural recruitment as verified by the Corps;
 - d) A final implementation schedule that indicates when all wetland/waters impacts, as well as mitigation site grading, planting, and irrigation will begin and end;
 - e) Five years of success criteria for wetland creation and temporary impact restoration areas;
 - f) A minimum of five years of maintenance and monitoring of wetland creation and temporary impact restoration areas, unless success criteria are met earlier and all artificial water supply has been stopped for a minimum of two years;
 - g) Planting pallets (plant species, size, and number per acre) and seed mix (plant species and pounds per acre);
 - h) A wetland delineation to confirm that Corps jurisdictional wetlands have been successfully created prior to Corps final approval of the mitigation; and
 - i) Annual mitigation maintenance and monitoring reports shall be submitted to the Corps (cc: EPA, USFWS, CDFG, and RWQCB) in June of each year, after the annual maintenance and monitoring has been performed, in order to establish a comparative program for the reports.
3. Temporary impacts to waters of the United States, including jurisdictional wetlands and non-wetland waters, shall be mitigated through the restoration of all temporary impact areas to pre-construction contours. All disturbed areas shall be revegetated with pre-existing and/or native wetland vegetation.
4. The permittee shall permanently impact no more than 0.49 acre of waters of the United States, including jurisdictional wetlands. The permittee shall flag the limits of the construction corridor in the vicinity of any waters of the US, including jurisdictional wetlands, to prevent additional waters/wetlands impacts. The permittee shall submit to the Corps (cc: USFWS, RWQCB, and CDFG) for approval final construction and excavation plans and dated/labeled photographs showing flagged limits of impacts, and all Corps jurisdictional areas to be impacted and preserved, within 30 days of the date of this permit, and prior to initiating waters/wetlands impacts authorized by this permit. If waters/wetlands impacts occur outside these limits, all work shall cease, and the Corps shall be notified immediately.
5. This NWP authorization is for one-time dredging of the Old Mission Dam project. Any future dredging activities will require authorization under Standard Individual Permit from the Corps of Engineers. Such future dredging proposals will require submittal of an Operation and Maintenance (O&M) Plan to be approved by the Corps if subsequent periodic maintenance dredging in waters of the United States, including jurisdictional wetlands will be necessary. Alternatively, subsequent Corps authorization may be requested for such activities.
6. If the project authorized by this permit increases the extent of the OHWM and/or wetlands that meet the Corps parameters for jurisdictional wetlands, the full extent of such

increased area shall become waters of the United States, and therefore, regulated by the Corps of Engineers. Such areas may require Corps authorization for any future impacts, and may be subject to the provisions and scope of any approved O&M Plan.

7. The permittee shall staff a qualified biologist on site during project construction in the vicinity of waters of the United States, including jurisdictional wetlands, to ensure compliance with all requirements of this permit, and shall produce reports that document compliance with these requirements. The permittee shall submit the biologist's name, address, telephone number, email address (if available), and work schedule on the project to the Corps a minimum of 15 days prior to the planned date of initiating waters/wetlands impacts authorized by this permit. The permittee shall report any violation to the Corps within one day of its occurrence, and shall submit compliance reports (including photographs of all areas of authorized impact) on a monthly basis to the Corps (cc: USFWS, RWQCB, and CDFG).
8. The permittee shall submit to the Corps (cc: EPA, USFWS, RWQCB, and CDFG) within (60) days of completion of waters/wetlands impacts authorized by this NWP a report that will include as-built construction drawings with an overlay of waters/wetlands that were impacted and those that were preserved, dated and labeled photographs of waters/wetland areas that are impacted and those to be preserved, and a summary of all project activities which documents that authorized waters/wetlands impacts were not exceeded, and compliance with all permit conditions.
9. The permittee shall ensure that water quality is maintained within the channels, at and downstream of the project site, by incorporating appropriate design elements into the project (e.g., maintaining a soft bottom channel, installing detention basins, etc.) as approved by the Corps and RWQCB. Terms and conditions of the Section 401 Water Quality Certification (File No. 02C-014), issued by the California Regional Water Quality Control Board on August 27, 2002, shall become conditions of this permit.
10. The permittee shall ensure that no net loss of wetlands will result with implementation of this project.
11. The permittee shall preserve the offsite mitigation area and place restricted covenant language that will follow the land title in perpetuity on the offsite mitigation/preserve areas, and shall submit a draft covenant to the Corps a minimum of 15 days prior to the planned date of initiating waters/wetlands impacts authorized by this permit. The form and content of the covenant must be approved by the Corps prior to its execution. The covenant shall state clearly that no easements or activities that would result in soil disturbance and/or vegetation removal, except as approved by the Corps, shall be allowed within the mitigation area. The permittee shall submit the final covenant language within 30 days of receiving Corps approval of the draft covenant.
12. The permittee shall provide all on-site contractors, subcontractors, and forepersons a copy of this permit with General Conditions and Special Conditions. The permittee shall ensure that all of the above personnel read, understand, agree to, and comply with

- all terms and conditions of the verification. The permittee shall provide the Corps written confirmation of this special condition prior to construction, including names phone numbers, and addresses of all of the above personnel, including signatures indicating agreement with all General and Special Conditions of this authorization. As new personnel are brought onto the project during the construction phase, updated written confirmation of this special condition shall be provided to the Corps prior to their involvement in the construction activities. A copy of this permit, with General and Special Conditions, shall be on site at all times during construction activities.
13. The permittee shall provide written notification to the Corps of anticipated starting and completion dates of activities authorized by this NWP prior to or within one week of initiating construction.
 14. The permittee shall allow Corps representatives to inspect the authorized activities at any time deemed necessary to ensure compliance with permit terms and conditions.
 15. The permittee shall ensure that all construction materials, staging, storage, dispensing, furling, and maintenance activities are located in upland areas outside Corps jurisdiction, and that adequate measures are taken to prevent any potential runoff from entering waters of the United States (WUS).
 16. The permittee shall not use mechanized equipment below the ordinary high water mark (OHWM), except when necessary in the immediate vicinity of the current authorized activity, in pending or on-going projects to prevent impacts to WUS beyond the authorized project footprint. Mechanized equipment shall be operated, whenever practicable, from the bank above the OHWM, and shall use existing road crossings to traverse WUS when access is necessary.
 17. No debris, sand, silt, trash, concrete or washings thereof, oil or other petroleum products or washings thereof, or other foreign materials shall be allowed to enter or be placed where it may be washed by rainfall or runoff waters into WUS. Upon project completion, any and all excess construction materials, debris, and/or other excess project materials shall be removed to an appropriate upland disposal site (not WUS, including jurisdictional wetlands).
 18. The permittee shall clearly mark all areas of Corps jurisdiction, including any associated riparian vegetation, that are not to be removed or otherwise adversely impacted during project implementation. Markers and/or barricades shall be clearly located to restrict access and ensure all movement of equipment and personnel to within the authorized construction/impact areas in Corps jurisdiction.
 19. The permittee shall install gravel bags and a low flow pipe at the opening in Old Mission Dam so as to create a water impoundment that will effectively remove sediment that might become suspended in standing water within the work area from being transported offsite, downstream of the dam structure. Silt fences shall be placed along access roads in a manner that prevents silt from discharging into WUS.

20. The permittee shall regularly apply water to construction areas to control dust in order to minimize impacts to WUS adjacent to construction areas.
21. The permittee shall ensure that equipment necessary to extinguish small brush fires (from sparking vehicles, etc.) is present on-site during all phases of project activities, along with trained personnel for use of such equipment.
22. All correspondence and submittals shall reference the Corps project name (*City of San Diego Park & Recreation/Old Mission Dam Dredging*) and File Number (*SPL-2005-1545-TCD*), conspicuously on any transmittal letter and/or the first page/paragraph of the text, and on any graphics or photographs. All plans and photographs shall be labeled and dated. Failure to provide this information may cause the Corps to determine that the submittals are incomplete, not submitted by the due date, or non-existent, and therefore, not compliant with permit conditions.

Endangered Species Act:

1. This Corps permit does not authorize you to take any threatened or endangered species, in particular the least Bell's vireo (*Vireo bellii pusillus*), California gnatcatcher (*Polioptila californica californica*) southwestern willow flycatcher (*Empidonax trailii extimus*), San Diego ambrosia (*Ambrosia pumila*), and willowy monardella (*Monardella vimenea*), or adversely modify its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The enclosed FWS BO (1-6-06-F2811) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the attached BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit.

This letter of verification is valid through April 26, 2009. All nationwide permits expire on March 18, 2012. It is incumbent upon you to remain informed of changes to the nationwide permits. If the Corps of Engineers modifies, reissues, or revokes any nationwide permit at an earlier date, we will issue a public notice announcing the changes.

A nationwide permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in our regulatory program. If you have any questions, please call me at 1.858.674.5386.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Dean".

Terry Dean
Senior Project Manager
San Diego Section
South Coast Branch
Regulatory Division

Enclosures

Cc:

USFWS, Carlsbad – CeCe Dahlstrom
RWQCB, San Diego – Mike Porter
CDFG, San Diego – Kelly Fisher

Dudek & Associates
Attn: Mike Sweesy
605 Third Street
Encinitas, CA 92024

LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

CERTIFICATION OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: SPL-2005-1545-TCD

Name of Permittee: Ms. Michelle Abella-Shon

Date of Issuance: April 26, 2007

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S Army Corps of Engineers
Regulatory Division
ATTN: CESPL-RG-SPL-2005-1545-TCD
16885 West Bernardo Drive
San Diego, California 92127

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this nationwide permit you may be subject to permit suspension, modification, or revocation procedures as contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit condition(s).

Signature of Permittee

Date

NATIONWIDE PERMIT NUMBER 31 and 33 TERMS AND CONDITIONS

1. Nationwide Permit 31 and 33 Terms:

Your activity is authorized under Nationwide Permit Number 31 and 33 subject to the following terms:

Nationwide Permit Number 31: *Maintenance of Existing Flood Control Facilities*. Discharges of dredged or fill material resulting from activities associated with the maintenance of existing flood control facilities, including debris basins, retention/detention basins, levees, and channels that:

(i) were previously authorized by the Corps by individual permit, general permit, by 33 CFR 330.3, or did not require a permit at the time they were constructed, or

(ii) were constructed by the Corps and transferred to a non-Federal sponsor for operation and maintenance. Activities authorized by this NWP are limited to those resulting from maintenance activities that are conducted within the "maintenance baseline," as described in the definition below. Discharges of dredged or fill materials associated with maintenance activities in flood control facilities in any watercourse that have previously been determined to be within the maintenance baseline are authorized under this NWP. This NWP does not authorize the removal of sediment and associated vegetation from natural water courses except when these activities have been included in the maintenance baseline. All dredged material must be placed in an upland site or an authorized disposal site in waters of the United States, and proper siltation controls must be used.

Maintenance Baseline: The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels, but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The documentation will also include best management practices to ensure that the impacts to the aquatic environment are minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request the maintenance records in areas where there has not been recent maintenance.) Revocation or modification of the final determination of the maintenance baseline can only be done in accordance with 33 CFR 330.5. Except in emergencies as described below, this NWP cannot be used until the district engineer approves the maintenance baseline and determines the need for mitigation and any regional or activity-specific conditions. Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner.

Mitigation: The district engineer will determine any required mitigation one time only for impacts associated with maintenance work at the same time that the maintenance baseline is approved. Such one-time mitigation will be required when necessary to ensure that adverse environmental impacts are no more than minimal, both individually and cumulatively. Such mitigation will only be required once for any specific reach of a flood control project. However, if one-time mitigation is required for impacts associated with maintenance activities, the district engineer will not delay needed maintenance, provided the district engineer and the permittee establish a schedule for identification, approval, development, construction and completion of any such required mitigation. Once the one-time mitigation described above has been completed, or a determination made that mitigation is not required, no further mitigation will be required for maintenance activities within the maintenance baseline. In determining appropriate mitigation, the district engineer will give special consideration to natural water courses that have been included in the maintenance baseline and require compensatory mitigation and/or best management practices as appropriate.

Emergency Situations: In emergency situations, this NWP may be used to authorize maintenance activities in flood control facilities for which no maintenance baseline has been approved. Emergency situations are those which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if action is not taken before a maintenance baseline can be approved. In such situations, the determination of mitigation requirements, if any, may be deferred until the emergency has been resolved. Once the emergency has ended, a maintenance baseline must be established expeditiously, and mitigation, including mitigation for maintenance conducted during the emergency, must be required as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer before any maintenance work is conducted (see general condition 27). The pre-construction notification may be for activity-specific maintenance or for maintenance of the entire flood control facility by submitting a five-year (or less) maintenance plan. The pre-construction notification must include a description of the maintenance baseline and the dredged material disposal site. (Sections 10 and 404)

Nationwide Permit Number 33: Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary

activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to upland areas, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

2. Nationwide Permit General Conditions:

The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. *Navigation.*
 - (a) No activity may cause more than a minimal adverse effect on navigation.
 - (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
 - (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. *Aquatic Life Movements.* No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. *Spawning Areas.* Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. *Migratory Bird Breeding Areas.* Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. *Shellfish Beds.* No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.
6. *Suitable Material.* No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. *Water Supply Intakes.* No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. *Adverse Effects From Impoundments.* If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. *Management of Water Flows.* To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. *Fills Within 100-Year Floodplains.* The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. *Equipment.* Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. *Soil Erosion and Sediment Controls.* Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. *Removal of Temporary Fills.* Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
14. *Proper Maintenance.* Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.
15. *Wild and Scenic Rivers.* No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
16. *Tribal Rights.* No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
17. *Endangered Species.*
 - (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
 - (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
 - (c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has

provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. *Historic Properties.*

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete preconstruction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. *Designated Critical Resource Waters.* Critical resource waters include: NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. *Mitigation.* The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require preconstruction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP's. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP's.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. *Water Quality.* Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the

authorized activity does not result in more than minimal degradation of water quality.

22. *Coastal Zone Management.* In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.
23. *Regional and Case-By-Case Conditions.* The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
24. *Use of Multiple Nationwide Permits.* The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
25. *Transfer of Nationwide Permit Verifications.* If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. *Compliance Certification.* Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:
 - (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
 - (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
 - (c) The signature of the permittee certifying the completion of the work and mitigation.
27. *Pre-Construction Notification.*
 - (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:
 - (1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
 - (2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until

receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWP's 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);
- (4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;
- (5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan;
- (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
- (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) *Agency Coordination:*

- (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.
- (2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring preconstruction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no

response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each preconstruction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

- (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
- (4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.
- (5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) *District Engineer's Decision:* In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either:

- (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit;
- (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or
- (3) that the project is authorized under the NWP with specific modifications or conditions.

Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. *Single and Complete Project.* The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

3. Regional Conditions for the Los Angeles District:

In accordance with General Condition Number 23, "Regional and Case-by-Case Conditions," the following Regional Conditions, as added by the Division Engineer, must be met in order for an authorization by any Nationwide to be valid:

1. For coastal watersheds from the southern reach of the Santa Monica Mountains in Los Angeles County to the San Luis Obispo County/Monterey County boundary, all road crossings must employ a bridge crossing design that ensures passage and/or spawning of steelhead (*Oncorhynchus mykiss*) is not hindered in any way. In these areas, bridge designs that span the stream or river, including designs for pier- or pile-supported spans, or designs based on use of a bottomless arch culvert simulating the natural stream bed (i.e., substrate and streamflow conditions in the culvert are similar to undisturbed stream bed channel

conditions) shall be employed unless it can be demonstrated the stream or river does not support resources conducive to the recovery of federally listed anadromous salmonids, including migration of adults and smolts, or rearing and spawning. This proposal also excludes approach embankments into the channel unless they are determined to have no detectable effect on steelhead.

2. For the State of Arizona and the Mojave and Sonoran (Colorado) desert regions of California in Los Angeles District (generally north and east of the San Gabriel, San Bernardino, San Jacinto, and Santa Rosa mountain ranges, and south of Little Lake, Inyo County), no nationwide permit, except Nationwide Permits 1 (Aids to Navigation), 2 (Structures in Artificial Canals), 3 (Maintenance), 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities), 5 (Scientific Measurement Devices), 6 (Survey Activities), 9 (Structures in Fleeting and Anchorage Areas), 10 (Mooring Buoys), 11 (Temporary Recreational Structures), 20 (Oil Spill Cleanup), 22 (Removal of Vessels), 27 (Stream and Wetland Restoration Activities), 30 (Moist Soil Management for Wildlife), 31 (Maintenance of Existing Flood Control Projects), 32 (Completed Enforcement Actions), 35 (Maintenance Dredging of Existing Basins), 37 (Emergency Watershed Protection and Rehabilitation), 38 (Cleanup of Hazardous and Toxic Waste) and 47 (Pipeline Safety Program Designated Time Sensitive Inspections and Repairs), or other nationwide or regional general permits that specifically authorize maintenance of previously authorized structures or fill, can be used to authorize the discharge of dredged or fill material into a jurisdictional special aquatic site as defined at 40 CFR Part 230.40-45 (sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs, and riffle-and-pool complexes).
3. For all projects proposed for authorization by nationwide or regional general permits where prior notification to the district engineer is required, applicants must provide color photographs or color photocopies of the project area taken from representative points documented on a site map. Pre-project photographs and the site map would be provided with the permit application. Photographs should represent conditions typical or indicative of the resources before impacts.
4. Notification pursuant to general condition 27 shall be required for projects in all special aquatic sites as defined at 40 CFR Part 230.40-45 (sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs, and riffle-and-pool complexes), and in all perennial waterbodies in the State of Arizona and the Mojave and Sonoran (Colorado) desert regions of California in Los Angeles District (generally north and east of the San Gabriel, San Bernardino, San Jacinto, and Santa Rosa mountain ranges, and south of Little Lake, Inyo County), excluding the Colorado River from Davis Dam downstream to the north end of Topock and downstream of Imperial Dam (as stipulated in the Federal Register dated March 12, 2007 (72 FR 11092), this regional condition does not apply to Nationwide Permit 47).
5. Notification pursuant to general condition 27 shall be required for projects in all areas designated as Essential Fish Habitat by the Pacific Fishery Management Council (i.e., all tidally influenced areas - as stipulated in the Federal Register dated March 12, 2007 (72 FR 11092), this regional condition does not apply to Nationwide Permit 47).
6. Notification pursuant to general condition 27 shall be required for projects in all watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south (as stipulated in the Federal Register dated March 12, 2007 (72 FR 11092), this regional condition does not apply to Nationwide Permit 47).
7. Individual permits shall be required for all jurisdictional vernal pools.
8. Individual permits shall be required in Murrieta Creek and Temecula Creek watersheds in Riverside County for new permanent fills in perennial and intermittent watercourses otherwise authorized under NWP's 14, 29, 39, 42 and 43, and in ephemeral watercourses for these NWP's for projects that impact greater than 0.1 acre.
9. Individual permits shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
10. Notification pursuant to general condition 27 shall be required for all projects in the Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek

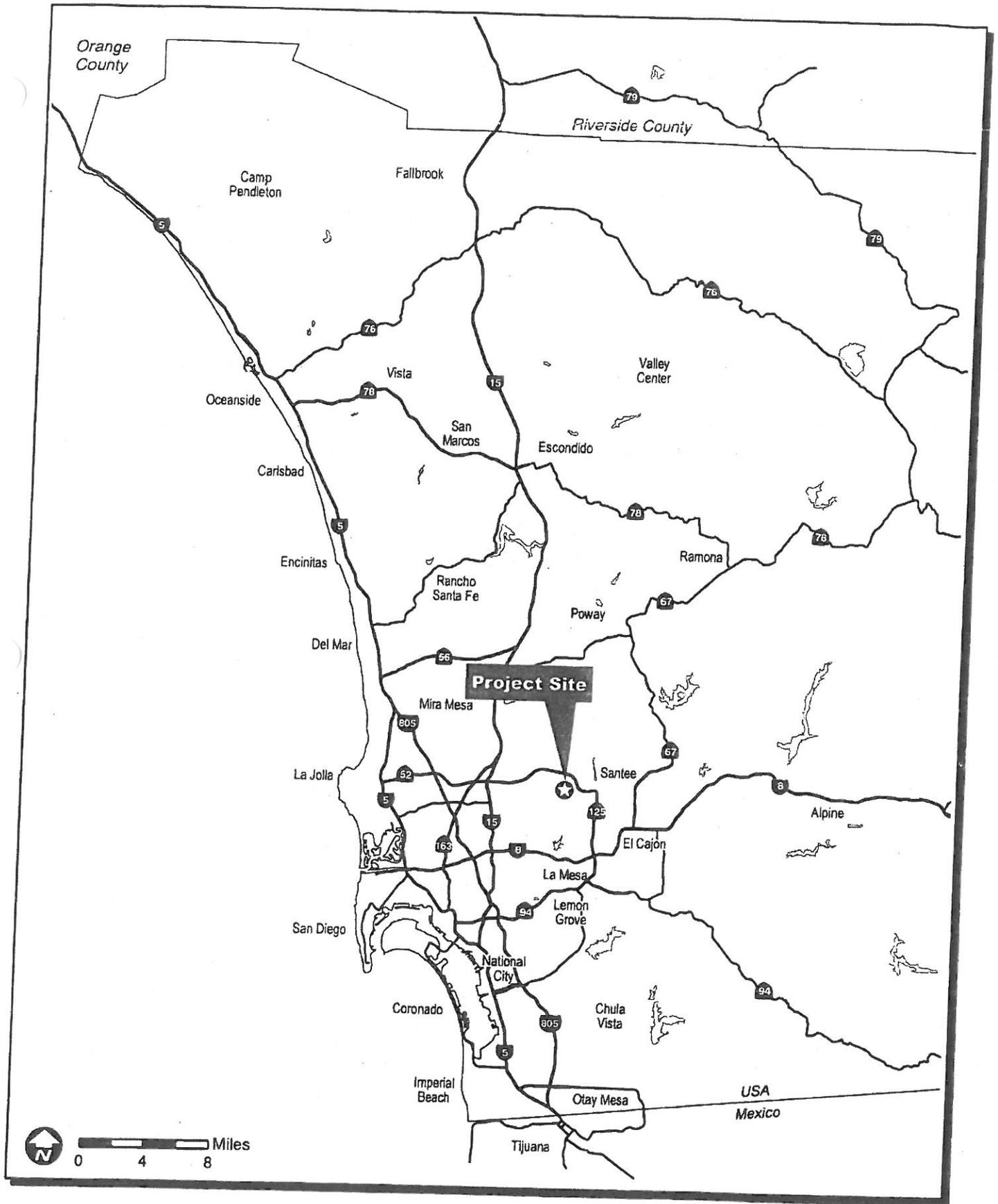
and the main-stem of the Santa Clara River (as stipulated in the Federal Register dated March 12, 2007 (72 FR 11092), this regional condition does not apply to Nationwide Permit 47).

4. **Further information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
2. Limits of this authorization.
 - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - (b) This permit does not grant any property rights or exclusive privileges.
 - (c) This permit does not authorize any injury to the property or rights of others.
 - (d) This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - (d) Design or construction deficiencies associated with the permitted work.
 - (e) Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - (a) You fail to comply with the terms and conditions of this permit.
 - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

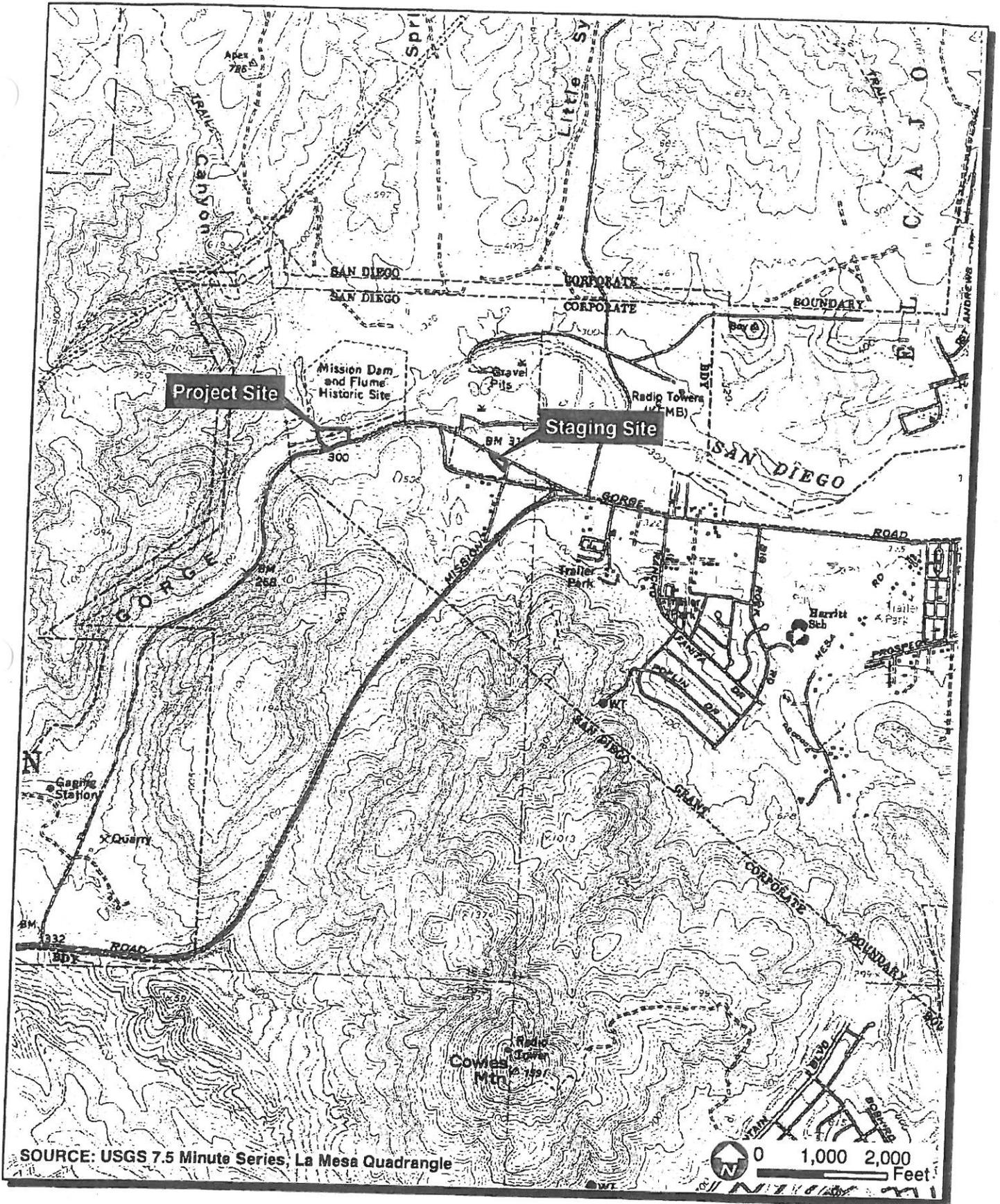
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 8 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

9. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.



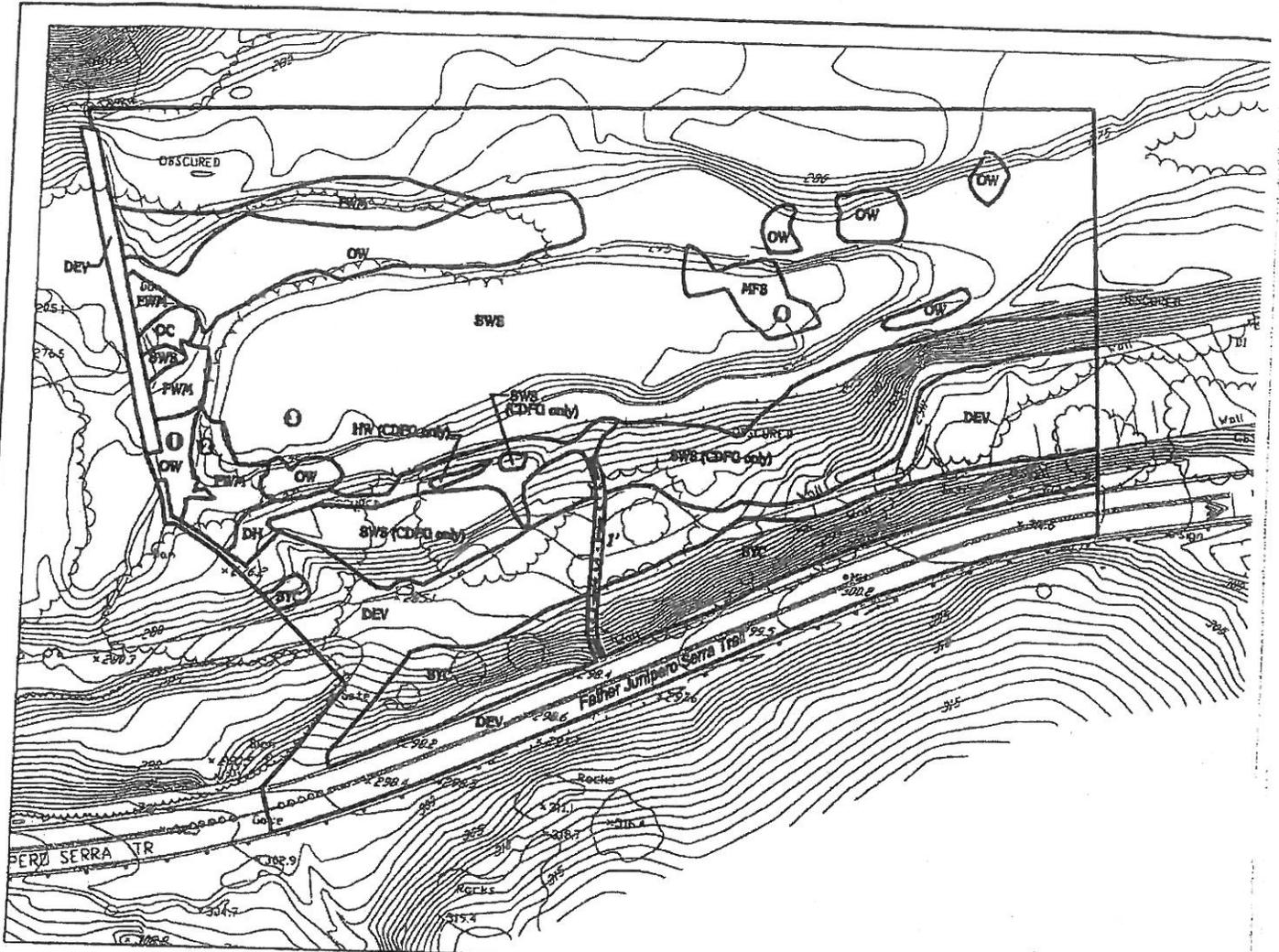
Old Mission Dam Dredging Project - Pre-Construction Notification
Regional Map

FIGURE
1



Old Mission Dam Dredging Project - Pre-Construction Notification
 Vicinity Map

FIGURE
 2



PROJECT SITE

ACOE - JURISDICTIONAL WATERS:

- FWM** Freshwater Marsh
- MFS** Mule Fat Scrub
- OC** Open Channel
- OW** Open Water
- SWS** Southern Willow Scrub

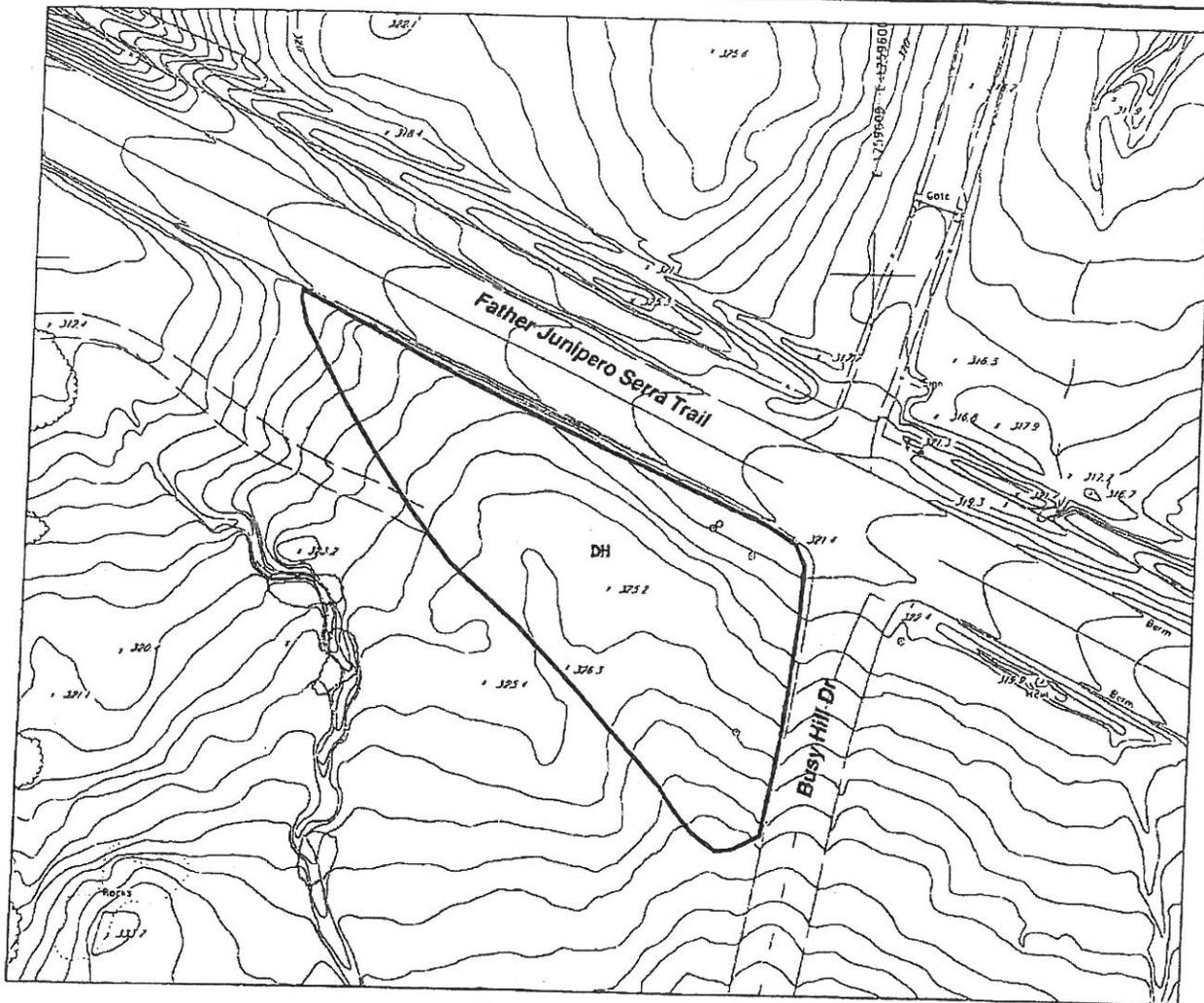
 **Unvegetated Channel**
 (Number indicates width of ordinary high water m)

BASE MAP SOURCE: CITY OF SAN DIEGO, May 2000

OLD MISSION DAM DREDGING PROJECT

BIOLOGICAL RESOURCES MAP

FIGURE
3
A



STAGING SITE

OTHER VEGETATION TYPES/LANDCOVERS:

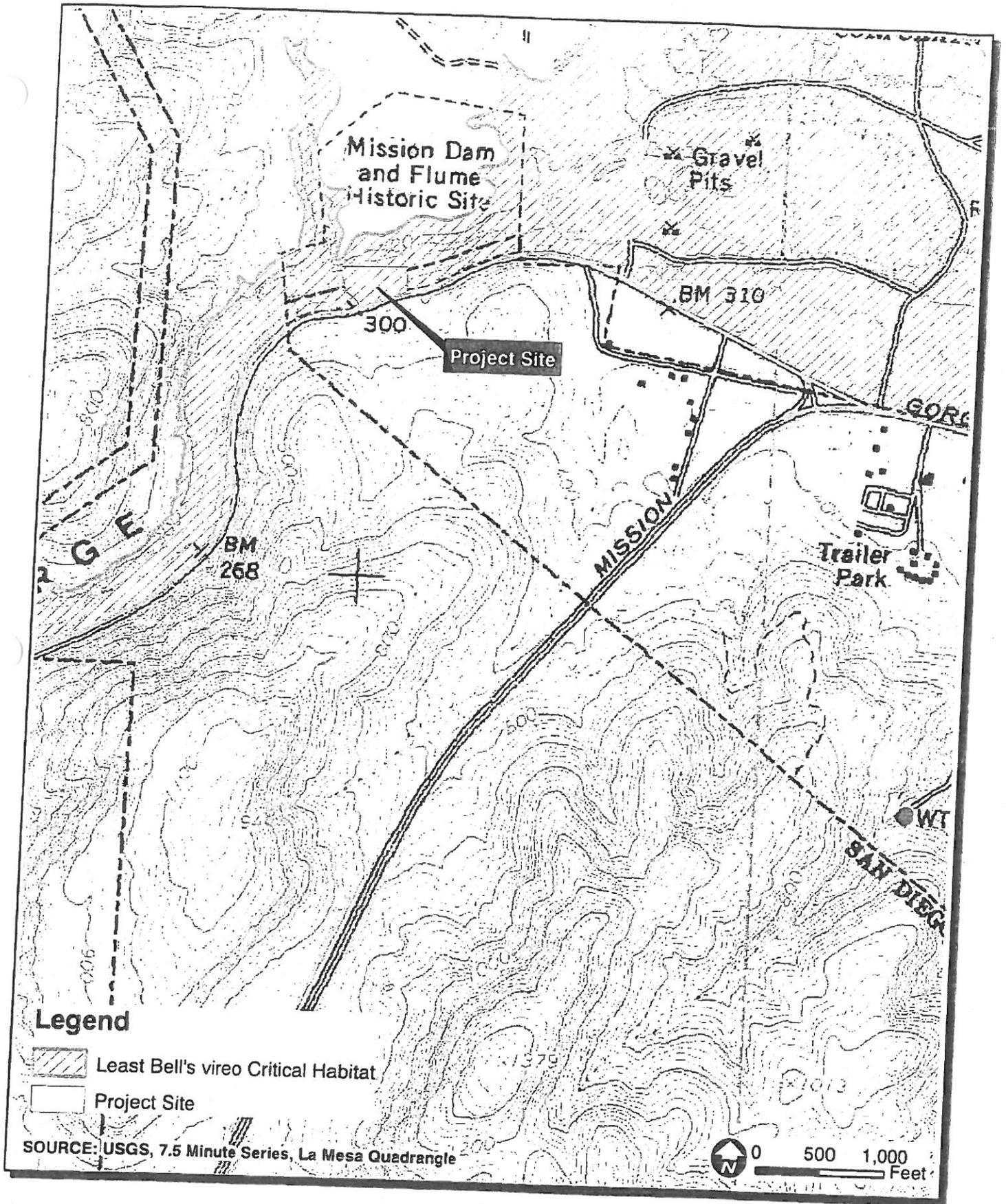
- DEV** Developed Lands
- DH** Disturbed Habitat
- HW**
(CDFG only) Herbaceous Wetland - CDFG only
- SWS**
(CDFG only) Southern Willow Scrub - CDFG only
- SYC** Sycamore Woodland
- 1** Data Station



Old Mission Dam Dredging Project - Pre-Construction Notification
Biological Resources Map

FIGURE

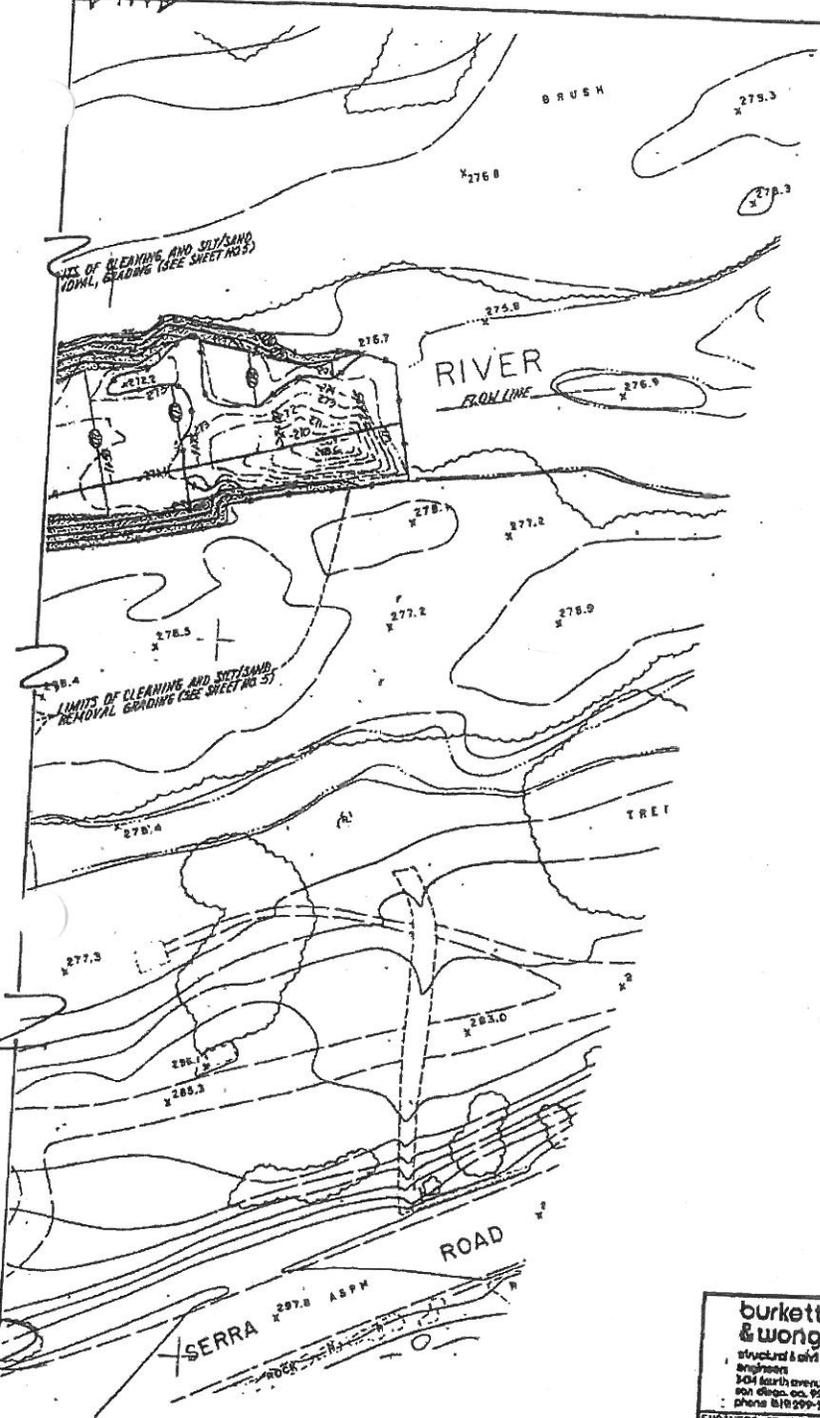
3



Old Mission Dam Dredging Project - Pre-Construction Notification
Project Site & LBVI Critical Habitat

FIGURE
4

WATCH
LINE

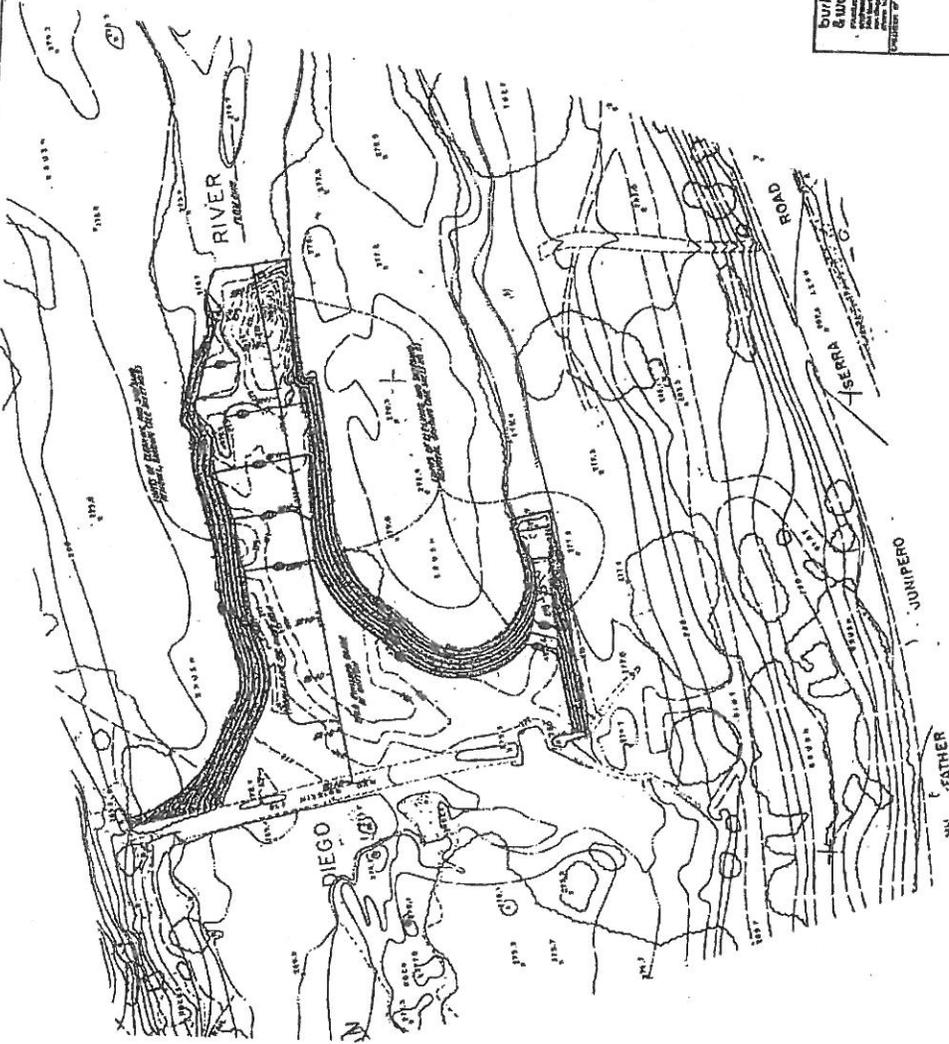


burkett & wong structural & civil engineers 104 fourth avenue san diego, ca 92101 phone 619 297-1150	OLD MISSION DAM DREDGING																									
	GRADING PLAN																									
CITY OF SAN DIEGO, CALIFORNIA PARK AND RECREATION DEPARTMENT SHEET 3 OF 6 SHEETS		NO. _____ DATE _____																								
ENGINEER OF WORK: JAMES H. RAYMOND, JR. (S.E. 2078)	PROJECT NUMBER: _____ CITY: _____																									
	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>EXPLAN.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	BY	APPROVED	DATE	EXPLAN.																			
DATE	BY	APPROVED	DATE	EXPLAN.																						
AS BUILT		APPROVALS: DIRECTOR _____ PROJECT MAN. _____ SUPERVISOR _____ 244-1755																								
3-D		3-D																								

Old Mission Dam Dredging Project - Pre-Construction Notification
Maintenance Baseline Plan View

FIGURE
5A

CK
IN



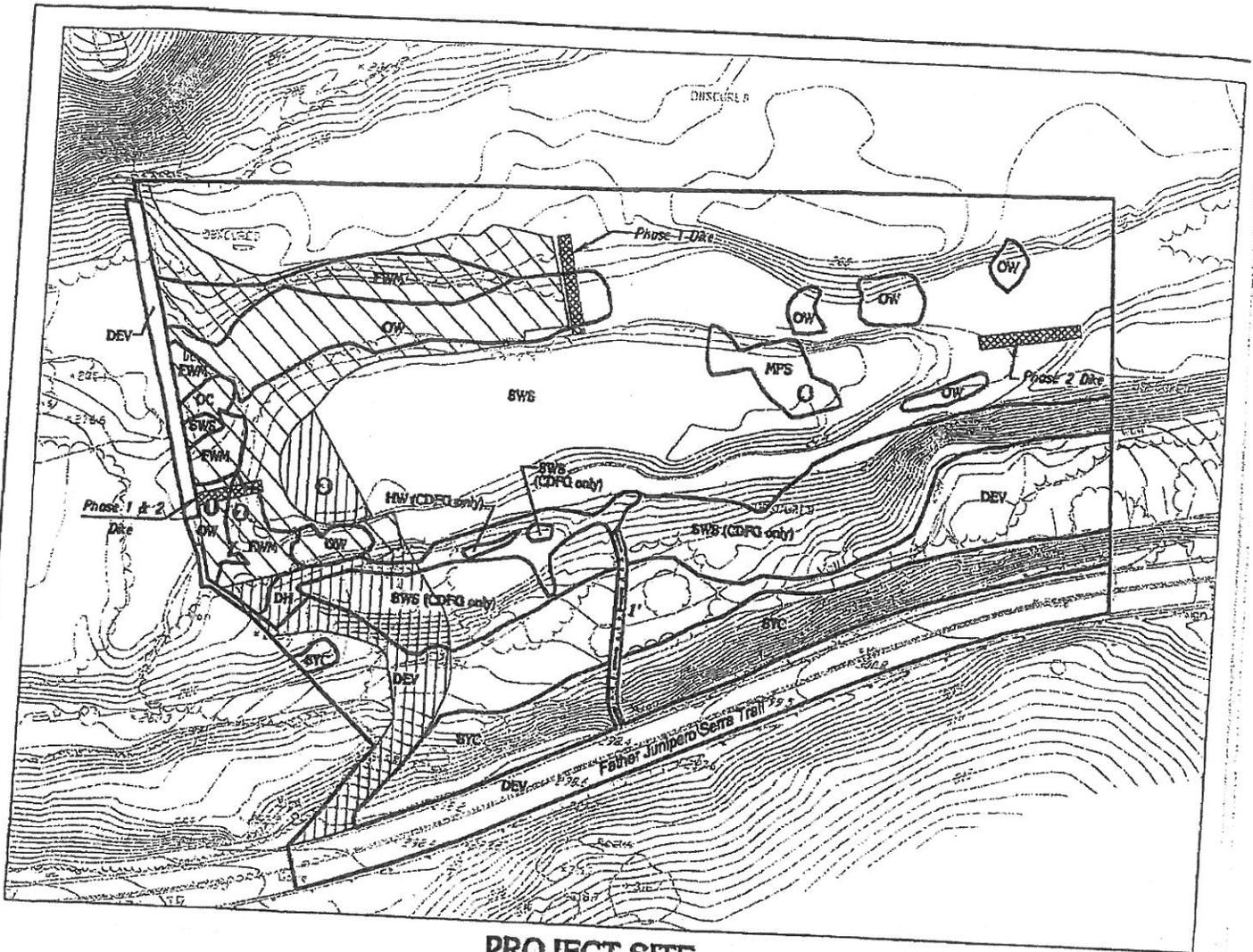
BURKETT & ASSOCIATES CIVIL ENGINEERS 1000 S. GARDEN AVENUE ANAHEIM, CALIF. 92805 (714) 771-1100 PROJECT NO. 92-001	OLD MISSION DAM DREDGING GRADING PLAN SHEET NO. 5A OF 5A SCALE: 1" = 40'	
	DATE: 10/19/92 DRAWN BY: [] CHECKED BY: [] APPROVED BY: []	PROJECT NO. 92-001 SHEET NO. 5A OF 5A

Source: Smith & Viers, Old Mission Dam Dredging Grading Plan, Sheet 3, February 1992

OLD MISSION DAM DREDGING PROJECT
 MAINTENANCE BASELINE PLAN VIEW

FIGURE
 5C

FIGURE 5A
 Old Mission Dam Dredging Project - Pre-Construction Notification
 Maintenance Baseline Plan View



PROJECT SITE

ACOE - JURISDICTIONAL WATERS:

- FWM** Freshwater Marsh
- MFS** Mule Fat Scrub
- OC** Open Channel
- OW** Open Water
- SWS** Southern Willow Scrub

Unvegetated Channel
 (Number indicates width of ordinary high water mark.)

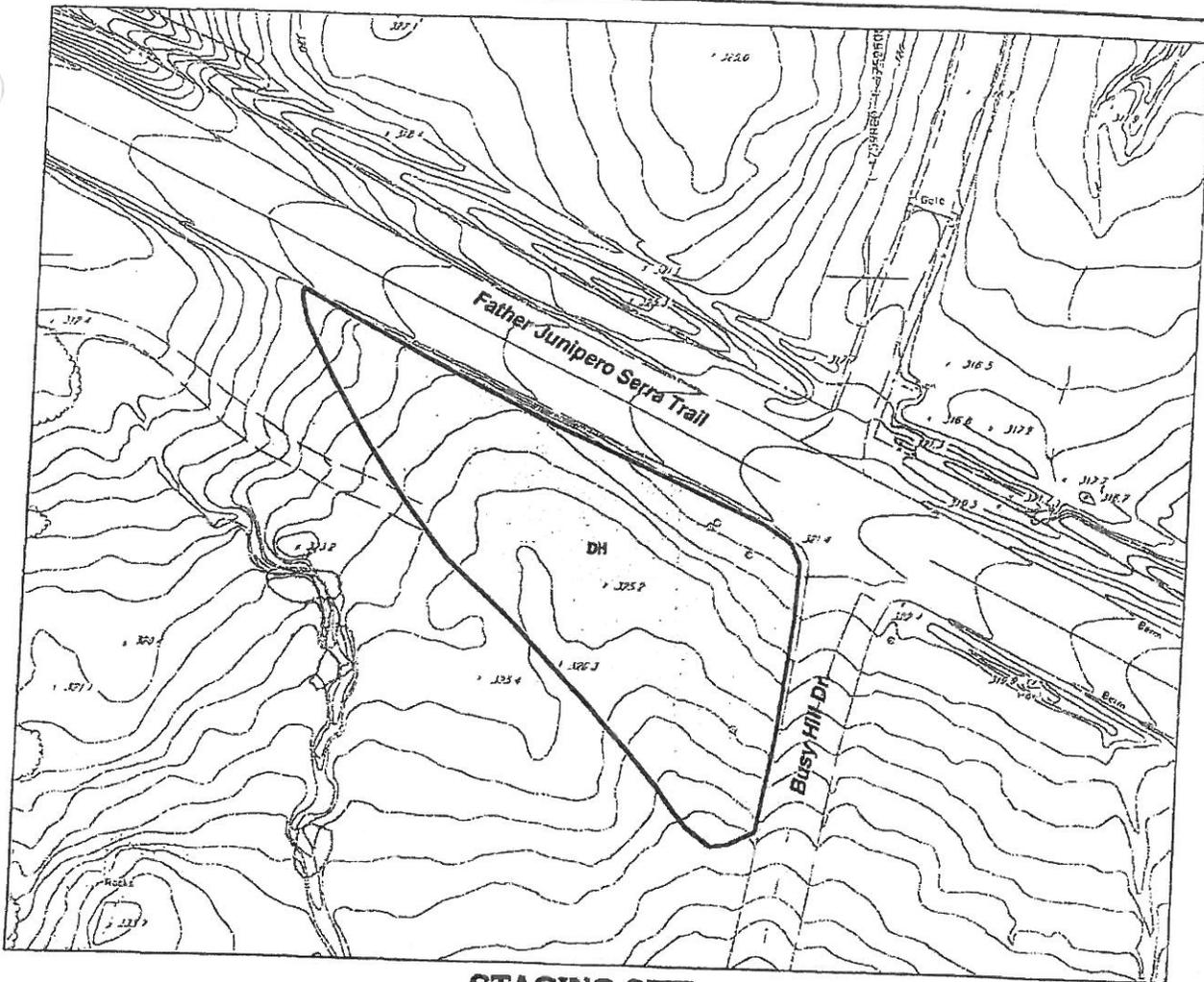
OTHER VEGETATION TYPES

- DEV** Developed Lands
- DH** Disturbed Habitat
- HW (CDFG only)** Herbaceous Wetland
- SWS (CDFG only)** Southern Willow Scrub
- SYC** Sycamore Woodland
- 1** Data Station

BASE MAP SOURCE: CITY OF SAN DIEGO, May 2000

OLDMISSION DAM DREDGING PROJECT
 BIOLOGICAL RESOURCES MAP WITH LIMITS OF IMPACT

FIGURE
 6B



STAGING SITE

INDCOVERS:

· CDFG only

b - CDFG only

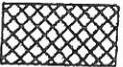
INITIAL DIRECT IMPACTS



Silt Sand Removal Impact



Construction Access Impact



Dike Impact



Staging Impact Area



**Old Mission Dam Dredging Project - Pre-Construction Notification
Biological Resources Map with Limits of Impact**

**FIGURE
6A**

Exhibit C: ACOE Mitigation Easement Area

[TO FOLLOW BEHIND THIS PAGE]

EXHIBIT "A"
MITIGATION SITE
FANITA RANCHO TRACT T LOT 7

APN: 383-080-03

That portion of Lot 7 in "T" Tract of Fanita Rancho, as shown on Map 790, Filed in the office of the County of San Diego Recorder, December 21, 1894, City of San Diego, County of San Diego, State of California, described as follows:

Commencing at the City of San Diego Horizontal Control Station GPS 885, having a coordinate value of North 1,883,938.18 East 6,323,439.44 based on the North American Datum of 1983 (NAD 83), as shown on Record of Survey No. 14492, filed in the office of the County Recorder of the above said San Diego County on 3/31/1994, said station bears South 46°08'43" West 7,403.25 feet from City of San Diego horizontal Control Station GPS 835, having a coordinate value of North 1,889,067.39 East 6,328,777.91 as shown on said Record of Survey No. 14492; Thence North 76°10'34" East 4,580.90 feet to the **POINT OF BEGINNING**; Thence North 06°32'44" East 339.05 feet to a point which bears South 12°58'09" West 3,794.61 feet from said City of San Diego horizontal Control Station GPS 835; Thence South 78°28'03" East 174.46 feet; Thence South 83°17'52" East 137.12 feet; Thence South 01°03'33" East 231.59 feet to a point which bears North 06°10'14" West 19.00 feet, Found Lead and Disk CALDOT, said monument being the Easterly terminus of a line bearing North 77°17'25" East 634.49 feet as shown on California Division of Highways Record of Survey 16019, Filed in the office of the County of San Diego Recorder, January 8, 1999, said line also being the Northerly Right of Way of State Route 52; Thence South 81°09'56" West 354.25 feet to the **POINT OF BEGINNING**.

Above parcel of land contains 92,343.8611 Sq. Ft. (2.1199 acres).

City of San Diego drawing # 20679 - B attached and by this reference made a part hereof.

The bearings and distances used in the above description are on the California Coordinate System 1983, Zone 6. Multiply all distances used in this description by 0.99997846 to obtain ground level distances per City of San Diego Horizontal Control Station GPS 885 as shown on Record of Survey 14492.

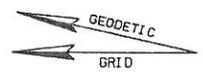
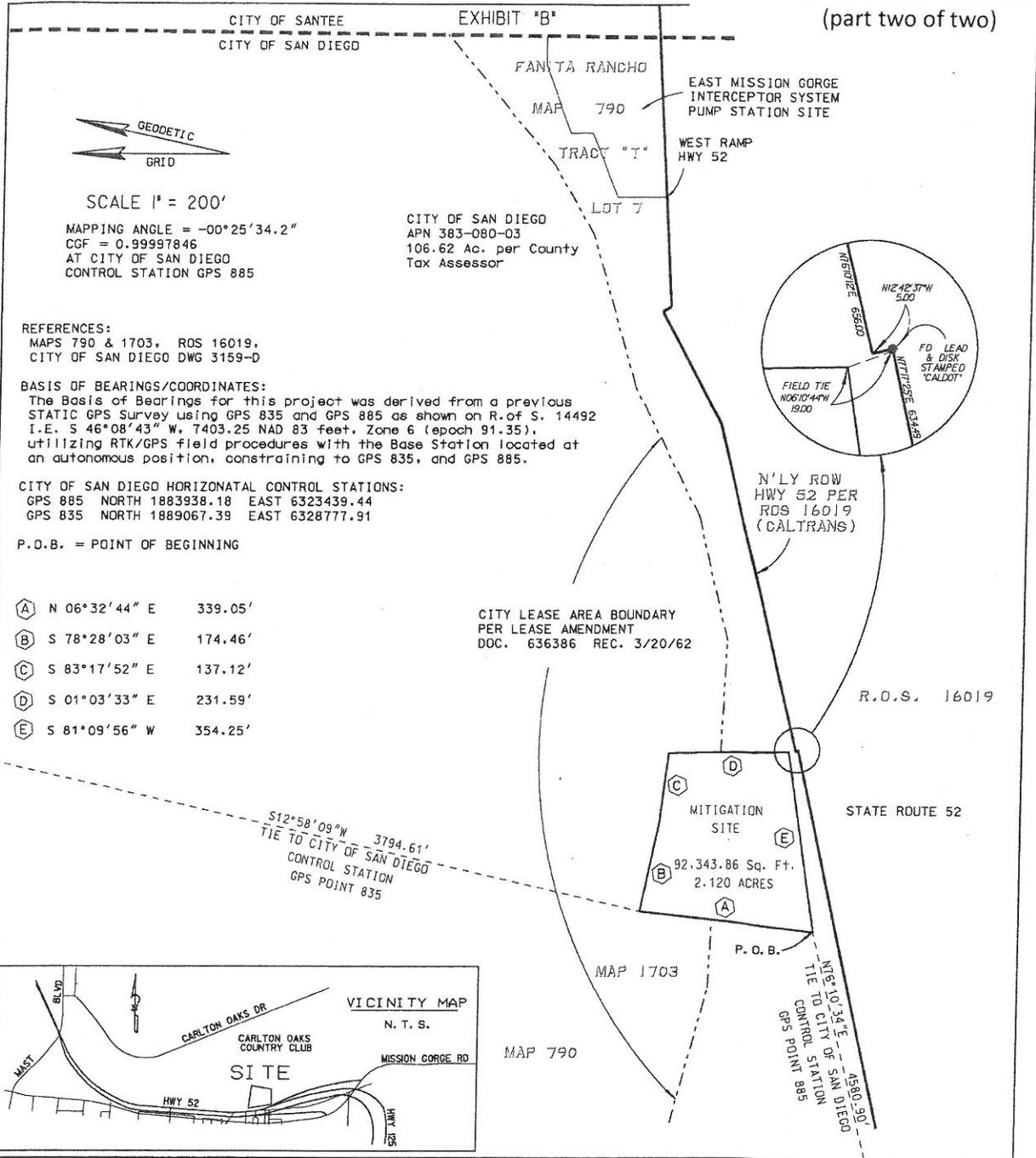
Ronald J. Dodds 6/03/2011

Ronald J. Dodds, LS No. 5771
Senior Land Surveyor, Field Engineering
City of San Diego My Registration Expires 06/30/2012



ACOE MITIGATION EASEMENT AREA

(part two of two)



SCALE 1" = 200'

MAPPING ANGLE = -00°25'34.2"
 CGF = 0.99997846
 AT CITY OF SAN DIEGO
 CONTROL STATION GPS 885

REFERENCES:
 MAPS 790 & 1703, RDS 16019,
 CITY OF SAN DIEGO DWG 3159-D

BASIS OF BEARINGS/COORDINATES:
 The Basis of Bearings for this project was derived from a previous
 STATIC GPS Survey using GPS 835 and GPS 885 as shown on R. of S. 14492
 I.E. S 46°08'43" W. 7403.25 NAD 83 feet, Zone 6 (epoch 91.35),
 utilizing RTK/GPS field procedures with the Base Station located at
 an autonomous position, constraining to GPS 835, and GPS 885.

CITY OF SAN DIEGO HORIZONTAL CONTROL STATIONS:
 GPS 885 NORTH 1883938.18 EAST 6323439.44
 GPS 835 NORTH 1889067.39 EAST 6328777.91

P.O.B. = POINT OF BEGINNING

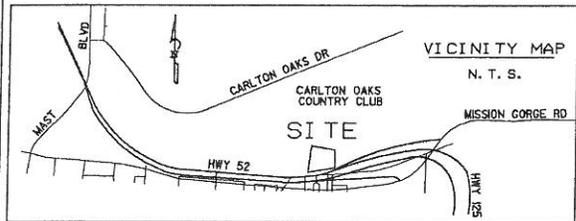
- (A) N 06°32'44" E 339.05'
- (B) S 78°28'03" E 174.46'
- (C) S 83°17'52" E 137.12'
- (D) S 01°03'33" E 231.59'
- (E) S 81°09'56" W 354.25'

CITY LEASE AREA BOUNDARY
 PER LEASE AMENDMENT
 DOC. 636386 REC. 3/20/62

R.O.S. 16019

STATE ROUTE 52

S12°58'09"W 3794.61'
 TIE TO CITY OF SAN DIEGO
 CONTROL STATION
 GPS POINT 835



PREPARED BY:
 CITY OF SAN DIEGO ENGINEERING AND CAPITAL
 PROJECTS DEPARTMENT, FIELD DIVISION,
 SURVEY SECTION, UNDER THE DIRECTION
 OF RONALD J. DODDS,
 SENIOR LAND SURVEYOR, PLS 5771

Ronald J. Dodds 6/08/2011
 DATE



RESOLUTION NO. : _____
 ADOPTED: _____
 F/P: _____
 RECORDED: _____

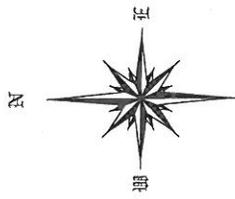
**MITIGATION SITE
 FANITA RANCHO TRACT T LOT 7**

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	T.M.
ORIGINAL	TAM	RJD	6/7/11		SHEET 1 OF 1 SHEET	W.O. 201003
					<i>Ronald J. Dodds</i> 6/08/2011	1796-6329
					FOR CITY ENGINEER DATE	CCS 83 COORDINATES
						244-1767
						LAMBERT COORDINATES
						20679 - B
STATUS						

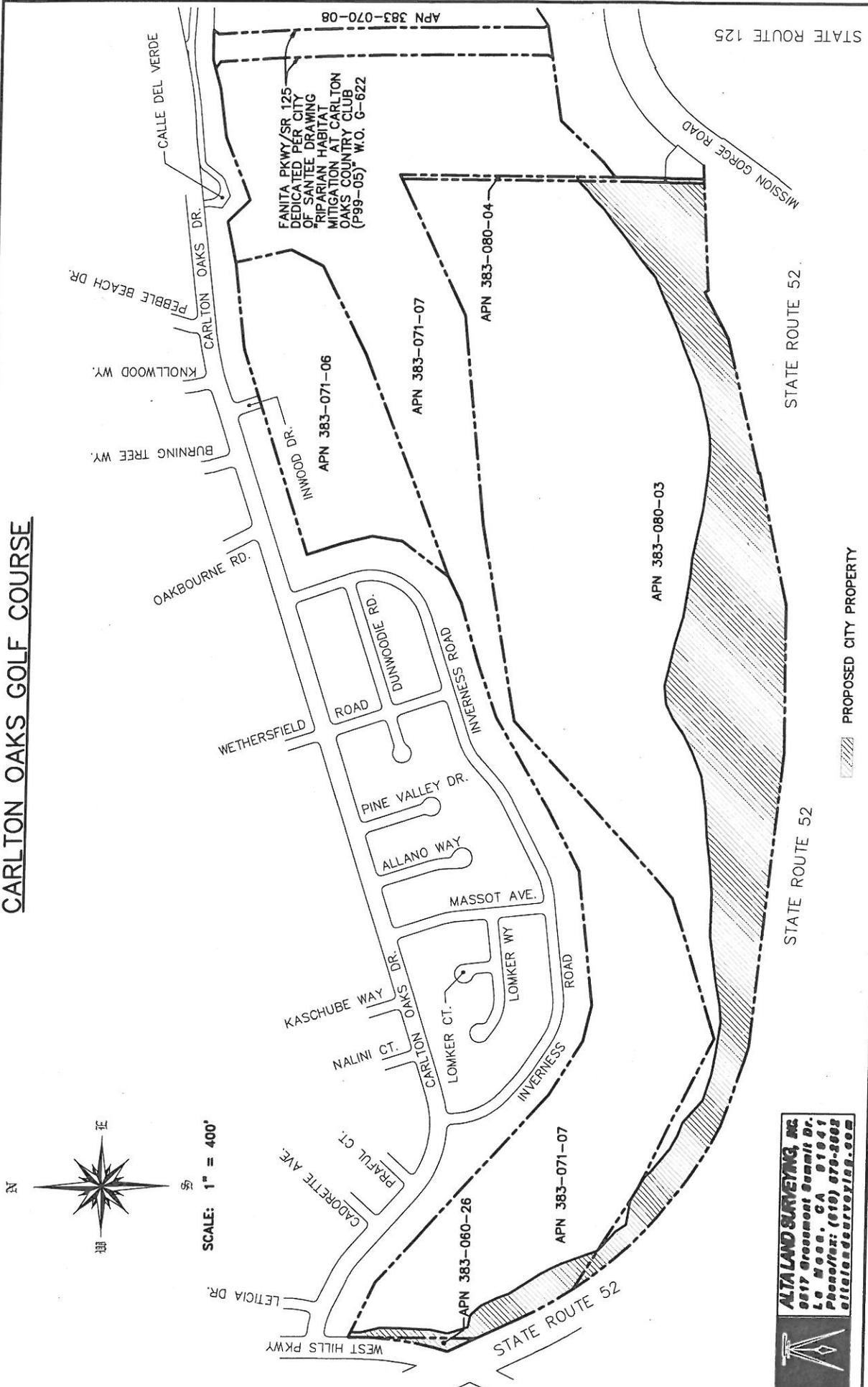
Exhibit D: GRANTOR'S Property

[TO FOLLOW BEHIND THIS PAGE]

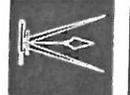
CARLTON OAKS GOLF COURSE



SCALE: 1" = 400'



ALTALAND SURVEYING, INC.
 9817 Greenwood Summit Dr.
 La Mesa, CA 91941
 Phone/Fax: (619) 679-2888
 altalandsurveying.com



PROPOSED CITY PROPERTY

Exhibit E: GRANTEE'S Property

[TO FOLLOW BEHIND THIS PAGE]

