



# County of San Diego

**MARK WARDLAW**  
DIRECTOR  
PHONE (858) 694-2962

PLANNING & DEVELOPMENT SERVICES  
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123  
[www.sdcounty.ca.gov/pds](http://www.sdcounty.ca.gov/pds)

**DARREN GRETLER**  
ASSISTANT DIRECTOR  
PHONE (858) 694-2962  
FAX (858) 694-2555

September 2, 2014

Ms. Donna Tisdale  
[Tisdale.Donna@gmail.com](mailto:Tisdale.Donna@gmail.com)

**RE: REQUEST FOR CLARIFICATION ON CURRENT SOITEC SOLAR SITE CONTROL & CONTINUED PROCESSING OF A PROGRAMMATIC EIR (PEIR)**

Dear Ms. Tisdale:

At the request of District 2 County Supervisor Dianne Jacob, I am responding to an email inquiry from the Boulevard CPG regarding the above-named subject which you sent on August 17, 2014 (attached).

In response to the inquiry, staff has coordinated with Soitec and has confirmed that that Soitec has renegotiated agreements with the owners of the Tierra Del Sol project site (see attached files). Furthermore, Soitec has indicated they will pursue the Major Use Permit (MUP) application for that site in addition to the MUP for the Rugged Solar project site. It is our understanding that these agreements have been fully executed and are in the process of being recorded through the Title Company and County Recorder's office.

Staff has also confirmed that Soitec renewed their Option to Purchase the LanEast and LanWest sites with Lansing Industries (see attached file). However, staff has been informed that Soitec does not currently have an agreement with Lansing Industries regarding the Los Robles site that was analyzed as an alternative site in the Draft Program Environmental Impact Report (PEIR).

The CPG inquiry further asked how the PEIR can continue to be processed despite any loss of site control by the applicant. Staff would like to clarify that the California Environmental Quality Act (CEQA) does not require site control for a project that is analyzed in a CEQA document. However, authorization from property owner(s) will be required prior to approval of any discretionary permits.

Sincerely,

A handwritten signature in blue ink that reads "Sami Real".

SAMI REAL, Project Planning Division Chief  
Planning & Development Services

Attachments on following page

Ms. Tisdale  
September 2, 2014  
Page 2

Attachments:

- Letter from Boulevard Community Planning Group, August 17, 2014
- Memorandum Of First Amendment To Purchase Agreement And Joint Escrow Instructions (two attachments/files)
- Memorandum Of Reinstatement And Second Amendment To Option Agreement For The Purchase And Sale Of Real Property

# BOULEVARD PLANNING GROUP

PO BOX 1275, BOULEVARD, CA 91905; 619-766-4170

Dianne Jacob, Chair  
San Diego County Board of Supervisors  
1600 Pacific Hwy  
San Diego, CA 91923

August 17, 2014

## RE: REQUEST FOR CLARIFICATION ON CURRENT SOITEC SOLAR SITE CONTROL & CONTINUED PROCESSING OF A PROGRAMMATIC EIR (PEIR)

Dear Chair Jacob,

At our regular Boulevard Planning Group meeting, held on August 7<sup>th</sup>, the following motion passed unanimously 7-0-0:

- Request clarification on whether or not Soitec Solar maintains site control of the Tierra Del Sol Solar project through a current lease or purchase option.

We are seeking your help in securing such clarification from County Staff/Counsel based on multiple reports that Joe Brown, one of the Tierra Del Sol site owners, has repeatedly complained that Soitec has informed him that they would not be renewing their lease/option agreement.

In an e-mail dated June 23<sup>rd</sup>, Staff confirmed that, *"Soitec has indicated they were not renewing the lease for Tierra Del Sol. Right now they are actively pursuing a permit for Rugged Solar, and their other projects are on the backburner. This is not a problem for us as we occasionally have projects that are analyzed programmatically but that get entitlements incrementally."*<sup>1</sup>

After our August meeting, I was alerted that the \$100 million Case # 37-2014-00025797-CU-MC-CTL, was filed in Superior Court on August 1<sup>st</sup> by various Lansing entities. Allegations in that case appear to confirm reports that Soitec has also dropped lease/options for the LanWest, LanEast, and Los Robles Solar projects proposed for properties that were under option or control by Lansing entities. If true, that would leave Soitec with remaining site control solely for the Rugged Solar project.

Please confirm current project site control and advise how Soitec's PEIR can continue to be processed for 4 sites despite the loss of site control for 3 of those 4 projects and the alternative Los Robles site.

Regards,

  
Donna Tisdale, Chair

CC: Robert Hingtgen, Mark Wardlaw; Donna Beddow; interested parties

<sup>1</sup> <http://www.sdcounty.ca.gov/pds/cega/Soitec-Documents/Record-Documents/2014-06-23-MindyFogg-email-to-DonnaTisdale-Re-Soitec-TDS-Nonrenewal-Of-Lease.pdf>



Recorded at the request of and  
When recorded mail to:

Tierra del Sol Solar Farm LLC  
c/o Soitec Development LLC  
Attn: Brison Ellinghaus  
16550 Via Esprillo  
San Diego, CA 92127

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT  
TO PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Memorandum of First Amendment**") is made effective as of the date of last signature below, by and between JOSEPH H. BROWN, Trustee of Trust A of the Brown & Reynolds Trust dated April 4, 1998 ("**Seller**") and TIERRA DEL SOL SOLAR FARM LLC, a Delaware limited liability company ("**Buyer**") (Seller and Buyer are sometimes referred to as a "**Party**" or collectively as the "**Parties**").

**RECITALS**

**A.** The Parties entered into that certain Purchase Agreement and Joint Escrow Instructions dated June 17, 2011, as evidenced by that certain Memorandum of Agreement dated July 14, 2011, which was recorded on December 2, 2011 as Instrument Number 2011-064-7795 in the Official Records of San Diego County, California (collectively the "**Purchase Agreement**").

**B.** Pursuant to the Purchase Agreement, Seller agreed to sell to Buyer all of Seller's right, title and interest in and to the Property consisting of approximately 132 acres as particularly described on Exhibit A thereto (the "**Property**").

**C.** The Parties now desire to amend the Purchase Agreement by extending the Term and revising other provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Purchase Agreement and the First Amendment, the receipt of which is hereby acknowledged, Seller and Buyer do hereby state the following:

1. Term. The Term as stated in the Purchase Agreement, is hereby amended to incorporate the following:

The Extended Term shall commence immediately at the end of the Term and shall continue to and include December 31, 2016 at which time the Extended Term shall expire (the “**Extended Term**”).

2. Counterparts. This Memorandum of First Amendment may be executed in counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other counterparts, constitute one agreement binding on the parties hereto.

3. Authority. The Parties each represent and warrant to each other that the person signing this First Amendment on behalf of Seller and Buyer has the full authority to do so and once signed, this First Amendment shall be a binding legal obligation on Seller and Buyer per its terms.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Executed as of the date last written below.

SELLER:

BUYER:

JOSEPH H. BROWN, Co-Trustee of the  
Brown Family Trust dated August 17, 2001

TIERRA DEL SOL SOLAR FARM  
LLC, a Delaware limited liability  
company

By: Joseph H. Brown  
Its: Co-Trustee  
Date: Aug 19, 2014

By: Soitec Solar Development LLC  
Its: Sole Member

By: \_\_\_\_\_  
Clark Crawford  
Its: Attorney in Fact

NORMA J. BROWN, Co-trustee of the  
Brown Family Trust dated August 17, 2001

Date: \_\_\_\_\_

By: Norma J. Brown  
Its: Co-Trustee  
Date: Aug 19, 2014

Executed as of the date last signed below.

SELLER:

BUYER:

JOSEPH H. BROWN, Trustee of Trust A of  
the Brown & Reynolds Trust dated April 4,  
1998

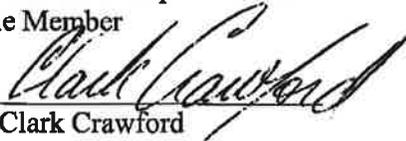
TIERRA DEL SOL SOLAR FARM  
LLC, a Delaware limited liability  
company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: Soitec Solar Development LLC  
Its: Sole Member

By:   
Clark Crawford

Its: Attorney in Fact

Date: 8/21/14

**EXHIBIT "A"**

**Land Description**

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

APN Numbers: 658-120-02-00 and 658-090-54-00

And more particularly:

Lots 23, 24, 25, 26 and 27 of Section 13 and lots 1, 2, 3 and 4 of Section 24; all in Township 18 South of Range 6 East of the San Bernardino Meridian, except any Lots or portions of said Lots within the following described metes and bounds:

Beginning at the northwest corner of Lot 23, of said Section and Township; thence south 0 degrees 03 minutes and 0 seconds west along the westerly boundary of said Lot to the southwest corner of Lot 4 of said Section and Township; thence north 84 degrees 45 minutes and 33 seconds along the southerly line of Lots 4, 3 and 2 a distance of 45.50 chains to a point; thence north 0 degrees 11 minutes and 15 seconds east a distance of 29.26 chains to the northerly line of Lot 25 of said section and township; thence south 84 degrees 30 minutes and 27 seconds west to the point of beginning.

Said property being described as Parcel B in a Certificate of Compliance recorded on January 5, 1995 as instrument no. 95-004751 of official records of San Diego County.

State of California )  
 )  
County of San Diego )

On August 21, 2014, before me, Jenna M Jay, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



**Notary Block for Seller:**

STATE OF Tennessee )  
 ) ss  
COUNTY OF Maury )

On August 19, 2014, before me, Claire C. Vann, personally appeared Joseph H. + Norma J. Brown, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Claire C. Vann  
Signature of Notary Public

[SEAL] *my Commission Expires: 5-18-15*





Recorded at the request of and  
When recorded mail to:

Tierra del Sol Solar Farm LLC  
c/o Soitec Development LLC  
Attn: Brison Ellinghaus  
16550 Via Esprillo  
San Diego, CA 92127

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT  
TO PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Memorandum of First Amendment**") is made effective as of the date of last signature below, by and between JOSEPH H. BROWN and NORMA J. BROWN, Co-trustees of the Brown Family Trust dated August 17, 2001 (together with its successors and assigns, "**Seller**") and TIERRA DEL SOL SOLAR FARM LLC, a Delaware limited liability company ("**Buyer**") (Seller and Buyer are sometimes referred to as a "**Party**" or collectively as the "**Parties**").

**RECITALS**

**A.** The Parties entered into that certain Purchase Agreement and Joint Escrow Instructions dated June 17, 2011, as evidenced by that certain Memorandum of Agreement dated July 14, 2011, which was recorded on December 2, 2011 as Instrument Number 2011-064-7793 in the Official Records of San Diego County, California (collectively the "**Purchase Agreement**").

**B.** Pursuant to the Purchase Agreement, Seller agreed to sell to Buyer all of Seller's right, title and interest in and to the Property consisting of approximately 292 acres as particularly described on Exhibit A thereto (the "**Property**").

**C.** The Parties now desire to amend the Purchase Agreement by extending the Term and revising other provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Purchase Agreement and the First Amendment, the receipt of which is hereby acknowledged, Seller and Buyer do hereby state the following:

1. Term. The Term as stated in the Purchase Agreement, is hereby amended to incorporate the following:

The Extended Term shall commence immediately at the end of the Term and shall continue to and include December 31, 2016 at which time the Extended Term shall expire (the "**Extended Term**").

2. Counterparts. This Memorandum of First Amendment may be executed in counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other counterparts, constitute one agreement binding on the parties hereto.

3. Authority. The Parties each represent and warrant to each other that the person signing this First Amendment on behalf of Seller and Buyer has the full authority to do so and once signed, this First Amendment shall be a binding legal obligation on Seller and Buyer per its terms.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Executed as of the date last written below.

SELLER:

BUYER:

JOSEPH H. BROWN, Co-Trustee of the  
Brown Family Trust dated August 17, 2001

TIERRA DEL SOL SOLAR FARM  
LLC, a Delaware limited liability  
company

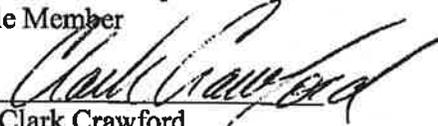
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

NORMA J. BROWN, Co-trustee of the  
Brown Family Trust dated August 17, 2001

By: Soitec Solar Development LLC  
Its: Sole Member

By:   
Clark Crawford

Its: Attorney in Fact

Date: 8/21/14

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Land Description**

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

APN: 658-120-03-00, 658-090-31-00 and 658-090-55-00

And more particularly:

Lots 17, 18, 19, 20, 21, and 22 of Section 13 Township 18 South, Range 6 East, San Bernardino Meridian, and that portion of Lots 23, 24, and 25 of Section 13, and lots 1, 2, 3 and 4 of Section 24, Township 18 South, Range 6 East, San Bernardino Meridian, California, according to the official plat of the survey of said land on file in the general land office, within the following described metes and bounds:

Beginning at the northwest corner of Lot 23, of said Section and Township; thence south 0 degrees 03 minutes and 0 seconds west along the westerly boundary of said Lot to the southwest corner of Lot 4 of said Section and Township; thence north 84 degrees 45 minutes and 33 seconds along the southerly line of Lots 4, 3 and 2 a distance of 3003.00 feet to a point; thence north 0 degrees 11 minutes and 15 seconds east a distance of 1931.16 feet to the northerly line of Lot 25 of said Section and Township; thence south 84 degrees 30 minutes and 27 seconds west to the point of beginning.

Said property being described as Parcel A in a Certificate of Compliance recorded on January 5, 1995 as instrument no. 95-004751 of official records of San Diego County.

State of California )  
 )  
County of San Diego )

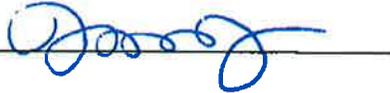
On August 21, 2014, before me, Jenna M. Jay, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature



Executed as of the date last signed below.

**SELLER:**

JOSEPH H. BROWN, Trustee of Trust A of  
the Brown & Reynolds Trust dated April 4,  
1998

By: Joseph H. Brown

Its: Trustee

Date: Aug. 19, 2014

**BUYER:**

TIERRA DEL SOL SOLAR FARM  
LLC, a Delaware limited liability  
company

By: Soitec Solar Development LLC  
Its: Sole Member

By: \_\_\_\_\_

Clark Crawford

Its: Attorney in Fact

Date: \_\_\_\_\_

**Notary Block for Seller:**

STATE OF Tennessee )  
 ) SS  
COUNTY OF Maury )

On Aug 19, 2014, before me, Claire C. Vann,  
personally appeared Joseph H. Brown, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Claire C. Vann

Signature of Notary Public

[SEAL] My Commission Expires: 5-18-15







APR 15, 2014 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 42.00

PAGES: 10



RECORDED AT THE REQUEST OF  
CHICAGO TITLE COMPANY-COMMERCIAL SERVICES

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LanEast-LanWest Solar Farm LLC  
c/o Soitec Solar Development LLC  
Attn: Sharon Nardozza  
16550 Via Esprillo  
San Diego, Ca 92127

930083345421

X REF: 83345442

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF REINSTATEMENT AND SECOND AMENDMENT TO OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

This Memorandum of Reinstatement and Second Amendment to Option Agreement for the Purchase and Sale of Real Property ("Memorandum of Second Amendment") is dated as of March 20, 2014 and is made retroactively effective as of September 24, 2013, between LANSING INDUSTRIES, INC., a California corporation ("Seller") and LANEAST SOLAR FARM LLC, a Delaware limited liability company ("East"), and LANWEST SOLAR FARM LLC, a Delaware limited liability company ("West"), as successors-in-interest to SOITEC SOLAR INC., formerly known as CONCENTRIX SOLAR, INC., an Arizona corporation ("Concentrix"). East and West are collectively referred to as the "Purchaser".

**RECITALS**

A. Seller and Concentrix entered into that certain Option for the Purchase and Sale of Real Property dated September 24, 2011 (the "Option Agreement") as evidenced by that certain Memorandum of Option Agreement recorded on December 2, 2011 as Instrument Number 2011-0647794 in the Official Records of San Diego County, California, as amended by that First Amendment to Option for the Purchase and Sale of Real Property dated as of February 14, 2011 (the "First Amendment") (the Option Agreement as amended by the First Amendment and this Second Amendment are collectively referred to as the "Option Agreement").

B. Pursuant to the Option Agreement, Seller granted Concentrix an option to acquire that certain real property more particularly described on Exhibit A thereto (the "Property").

C. Purchaser is the successor-in-interest to Concentrix. Concentrix assigned all of its rights and obligations to the Option Agreement to Purchaser as evidenced by that certain Assignment of Option Interests dated December 2, 2011, recorded on June 14, 2012, as Instrument No. 2012-0347674, in the Official Records of San Diego County, California.

D. During the initial Option Term, Purchaser, on behalf of Seller, processed a Lot Line Adjustment that altered the legal description of two of the legal parcels that are subject to the Option Agreement.

E. The Option Agreement terminated on September 23, 2013 when Purchaser failed to exercise the Option within the then-existing Option Term.

F. Seller and Purchaser now desire to reinstate and amend the Option Agreement to extend the Option Term and amend the legal description of the Property.

G. Concurrently herewith, Seller and Purchaser have entered into that certain Reinstatement and Second Amendment to Option for the Purchase and Sale of Real Property (the "Second Amendment") covering the Property and desire to execute this Memorandum of Second Amendment to provide constructive notice of Purchaser's rights under the Option Agreement and Second Amendment to all third parties.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Option Agreement and the Second Amendment, the receipt of which is hereby acknowledged, Seller and Purchaser do hereby state the following:

1. **Recitals.** The foregoing Recitals A through G are true and correct and are hereby incorporated by this reference as though fully set forth herein.
2. **Second Extended Option Term.** Unless the Option Agreement is terminated earlier by Purchaser or by operation in the event Purchaser fails to timely make any payments of Option Consideration or for any other reason allowed under the Option Agreement, Seller and Purchaser hereby agree to extend the Option Term for a period of time from September 24, 2013 through January 31, 2015 (the "**Second Extended Option Term**"). As used in the Option Agreement and in this Second Amendment, "**Option Term**" shall mean the Initial Option Term, the Extended Option Term and the Second Extended Option Term.
3. **Legal Description of Property.** Purchaser, on behalf of Seller, filed a Lot Line Adjustment on the Property in the County of San Diego, State of California as evidenced by that certain Grant Deed recorded June 28, 2012 as Document Number 2012-0376148, resulting in a revised legal description of the Property (the "**Revised Legal Description**"). Therefore and accordingly, the Property as described in the Legal Description referenced as Exhibit A to the Option Agreement is hereby replaced in its entirety with the Revised Legal Description as described in Exhibit A-1 attached hereto and incorporated herein by this reference.
4. **Counterparts.** This Memorandum of Second Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other counterparts, constitute one agreement binding on the parties hereto.
5. **Authority.** Seller and Purchaser each represents and warrants to each other that the person signing this Memorandum of Second Amendment on behalf of Seller and Purchaser has the full authority to do so and once signed, this Second Amendment shall be a binding legal obligation on Seller and Purchaser per its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES APPEAR ON FOLLOWING PAGE

Executed as of the date first above written.

SELLER:

LANSING INDUSTRIES, INC.,  
a California corporation

By:   
Its: GREGORY P. LANSING  
PRESIDENT

PURCHASER:

EAST:

LANEAST SOLAR FARM LLC, a  
Delaware limited liability company

By: Soitec Solar Development LLC  
Its: Sole Member

By: \_\_\_\_\_  
Clark Crawford  
Attorney in Fact

WEST:

LANWEST SOLAR FARM LLC, a  
Delaware limited liability company

By: Soitec Solar Development LLC  
Its: Sole Member

By: \_\_\_\_\_  
Clark Crawford  
Attorney in Fact

**EXECUTED IN COUNTERPART**

Executed as of the date first above written.

SELLER:

LANSING INDUSTRIES, INC.,  
a California corporation

By: Signed in counterpart

Its: \_\_\_\_\_

PURCHASER:

EAST:

LANEAST SOLAR FARM LLC, a  
Delaware limited liability company

By: Soitec Solar Development LLC  
Its: Sole Member

By: Clark Crawford  
Clark Crawford  
Attorney in Fact

WEST:

LANWEST SOLAR FARM LLC, a  
Delaware limited liability company

By: Soitec Solar Development LLC  
Its: Sole Member

By: Clark Crawford  
Clark Crawford  
Attorney in Fact

**EXECUTED IN COUNTERPART**

**EXHIBIT "A-1"**  
**Revised Land Description**

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

COMMONLY REFERENCED AS ASSESSOR PARCEL NUMBERS:

613-030-37-00, 613-030-37-00 AND 612-091-18

**PARCEL 1**

THOSE PORTIONS OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTHEASTERLY OF THE CENTERLINE OF CALIFORNIA STATE HIGHWAY (OLD HIGHWAY 80) AS SHOWN ON MISCELLANEOUS MAP NO. 118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 3/4 INCH IRON PIPE WITH TAG STAMPED "LS 4068" MARKING THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, THENCE ALONG THE EASTERLY LINE THEREOF

1. NORTH 00°40'48" EAST 618.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE ALONG A LINE PARALLEL WITH AND 617.70 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27

2. SOUTH 88°45'25" WEST 801.05 FEET TO A POINT ON THE NORTHEASTERLY SIDELINE OF THE THAT CERTAIN 100 FOOT WIDE CALIFORNIA STATE HIGHWAY XII-SD12-G (OLD HIGHWAY 80) AS SHOWN ON MISCELLANEOUS MAP NO. 118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; BEING A POINT ON A NON-TANGENT 2050.27 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH 46°11'26" EAST; THENCE LEAVING SAID NORTHEASTERLY SIDELINE ALONG SAID RADIAL LINE

3. SOUTH 46°11'26" WEST 50.00 FEET TO THE CENTERLINE OF SAID 100 FOOT WIDE STATE HIGHWAY AND THE POINT OF TERMINUS.

**PARCEL 2**

ALL OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, LYING NORTHERLY OF THE SOUTHWESTERLY BOUNDARY OF THAT PART OF CALIFORNIA STATE HIGHWAY II-SD-8 (INTERSTATE 8), AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 13, 1966 AS FILE NO. 164322 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 27, LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT 100.00 FOOT WIDE CALIFORNIA STATE HIGHWAY (OLD HIGHWAY 80) AS SHOWN ON MISCELLANEOUS MAP NO, 118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27.

**PARCEL 3**

ALL THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY BOUNDARY OF THE STATE HIGHWAY XI-SD-12G, AS GRANTED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 22, 1965 AS INSTRUMENT NO. 229822 OF OFFICIAL RECORDS (CALIFORNIA HIGHWAY 11-SD-8).

**PARCEL 4**

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF THAT 100.00 FOOT WIDE CALIFORNIA STATE HIGHWAY (OLD HIGHWAY 80) AS SHOWN ON MISCELLANEOUS MAP NO. 118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 28, SOUTH 00° 15' 33" WEST, 1070.15 FEET (RECORD SOUTH 00° 17' 17" WEST) TO THE TRUE-POINT-OF-BEGINNING; THENCE SOUTH 80° 19' 06" WEST (RECORD SOUTH 80° 20' 50" WEST), 24.68 FEET; THENCE NORTH 08° 24' 34" WEST (RECORD NORTH 08° 22' 50" WEST), 181.52 FEET; THENCE NORTH 00° 35' 05" WEST (RECORD NORTH 00° 36' 49" EAST), 298.26 FEET; THENCE NORTH 03° 31' 50" WEST 417.42 FEET (RECORD NORTH 03° 30' 06" WEST, 417.46 FEET); THENCE NORTH 71° 24' 15" WEST 579.17 FEET (RECORD NORTH 71° 24' 00" WEST, 578.85 FEET) TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 28, DISTANT THEREON NORTH 89° 33' 29" WEST 627.33 FEET (RECORD NORTH 89° 33' 20" WEST, 627.09 FEET) FROM THE NORTHEAST CORNER OF SAID SECTION 28.

ALSO EXCEPTING FROM THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S STATION 164-64-11, BC POINT ON THE CENTER LINE OF SAID OLD HIGHWAY 80 (100.00 FEET WIDE): THENCE ALONG THE NORTHEASTERLY PROLONGATION OF SAID CENTER LINE, NORTH 68° 31' 59" EAST (RECORD NORTH 68° 33' 00" EAST), 53.10 FEET; THENCE NORTH 43° 04' 57" EAST (RECORD NORTH 43° 05' 58" EAST), 91.12 FEET TO THE NORTHERLY BOUNDARY OF SAID STATE HIGHWAY; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 167.00 FEET TO THE TRUE-POINT-OF-BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 200.00 FEET; THENCE NORTH 00° 01' 01" WEST (RECORD NORTH) 143.00 FEET; THENCE SOUTH 89° 58' 59" WEST (RECORD WEST), 129.00 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE TRUE-POINT-OF-BEGINNING.

PARCEL 5

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21 NORTH 00° 39' 06" EAST, 636.82 FEET (RECORD NORTH 01° 41' 18" EAST, 636.68 FEET) TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED IN DIRECTOR'S DEED TO JAMES C. FUQUAY, ET UX, RECORDED AUGUST 5, 1969 AS FILE NO. 142094 OF OFFICIAL RECORDS, AND BEING THE TRUE-POINT-OF-BEGINNING;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID FUQUAY'S LAND AS FOLLOWS:

SOUTH 71° 24' 00" EAST 972.19 FEET (RECORD SOUTH 71° 24' 00" EAST, 972.19 FEET) TO AN ANGLE POINT THEREIN, THENCE SOUTH 72° 49' 33" EAST, 800.48 FEET (RECORD SOUTH 72° 49' 56" EAST, 800.25 FEET) AND SOUTH 71° 24' 28" EAST, 331.43 FEET (RECORD SOUTH 71° 24' 00" EAST 331.61 FEET) TO THE SOUTHERLY LINE OF SAID SECTION 21.

PARCEL 6

THOSE PORTIONS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THAT PART OF CALIFORNIA STATE HIGHWAY 11-SD-8 (INTERSTATE 8) AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 13, 1966 AS FILE NO. 164412 OF OFFICIAL RECORDS AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF THAT 100.00 FOOT WIDE CALIFORNIA STATE HIGHWAY (OLD HIGHWAY 80) AS SHOWN ON MISCELLANEOUS MAP NO. 118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG THE WESTERLY LINE OF SAID EAST 1/2 SOUTH 01° 01' 39" WEST, 1835.90 FEET (RECORD SOUTH 01° 00' 58" WEST, 1836.13 FEET) TO THE NORTHERLY BOUNDARY OF SAID OLD HIGHWAY 80 (100 FEET WIDE); THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 66° 16' 48" EAST 373.98 FEET (RECORD SOUTH 66° 29' 00" EAST, 371.93 FEET) TO THE TRUE-POINT-OF-BEGINNING;

THENCE PARALLEL WITH THE WESTERLY LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHERLY PROLONGATION THEREOF, NORTH 01° 01' 39" EAST, 2736.97 FEET (RECORD NORTH 01° 00' 58" EAST, 2737.17 FEET) TO THE SOUTHWESTERLY BOUNDARY OF SAID INTERSTATE 8 HEREINABOVE REFERRED TO.

ALSO EXCEPTING THEREFROM, THE WESTERLY 36 ACRES.

PARCELS 1 THROUGH 6 ABOVE CONTAIN A TOTAL OF 279.24 ACRES NET, MORE OR LESS. AND ARE NOT TO BE CONSTRUED AS SEPARATE PARCELS BUT RATHER ONE LEGAL LOT.

THE ABOVE PARCELS 2, 4, 5, AND 6 BEING DESCRIBED AS PARCELS 1, 3, 4, AND 5 OF PARCEL 'A' RESPECTIVELY IN A CERTIFICATE OF COMPLIANCE RECORDED ON AUGUST 16, 2002 AS INSTRUMENT NO. 2002-0696123 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

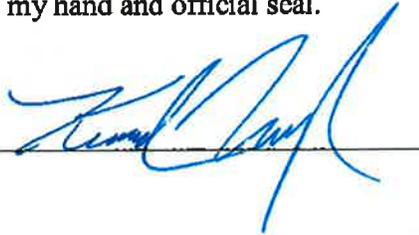
State of California )  
 )  
County of San Diego )

On FEBRUARY 18, 2014, before me, KENDRA S. BOGLE Notary Public, personally appeared GREGORY P. LINDSEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



State of California )  
 )  
County of San Diego )

On March 28, 2014, before me, Sharon K. Nardozza, Notary Public, personally appeared **CLARK CRAWFORD** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sharon K Nardozza (Seal)

