

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(LONG FORM)

This **DEED OF TRUST**, made July 15, 2004, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2006, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(1) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) ("Settlement Agreement") and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or a portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor

Bruce Herring  
Bruce Herring  
Deputy City Manager

Dated: 7-19-04

STATE OF CALIFORNIA )  
COUNTY OF San Diego ) ss.

On July 19, 2004 before me,  
personally appeared Bruce Herring

personally known to me (or 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.

WITNESS my hand and official seal.  
Signature Shelia Billiard



*Handwritten initials and signature: JTB, Billiard, SA-ml*

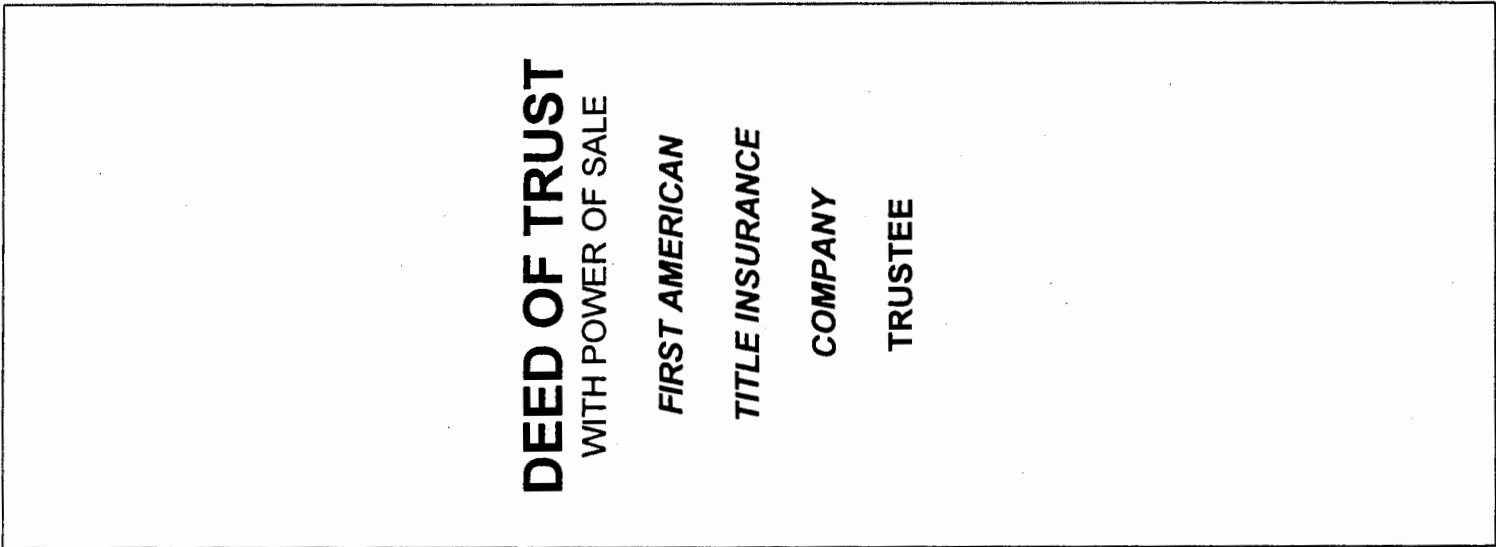
TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**



1958116.4

*Handwritten signature/initials*

EXHIBIT A  
SPORTS ARENA VILLAGE

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Pueblo lots 242, 243, 259 and 311 of the Pueblo Lands of San Diego, in the city of San Diego, County of San Diego, State of California, according to map thereof made by James Pascoe in 1870; a copy of which map was filed in the office of the County Recorder of San Diego County, November 14, 1921, as miscellaneous Map No. 36, all being more particularly described as follows:

Commencing at the most northerly corner of Pueblo lot 276; thence south 53° 17' 00" east along the northeasterly boundary line of Pueblo lot 276, a distance of 93.78 feet; thence leaving said boundary line of Pueblo lot 276, north 72° 53' 15" east, a distance of 120.70 feet to a point in the arc of a 270.00 foot radius curve, concave southerly, a radial to said point bears north 13° 11' 45" east; thence northwesterly and westerly through the arc of said curve, through a central angle of 20° 28' 03", a distance of 96.45 feet; thence south 82° 42' 42" west, a distance of 579.30 feet; thence south 75° 31' 30" west, 237.21 feet to a point in a 300.00 foot radius curve, concave southerly, a radial to said point bears north 00° 57' 45" east; thence westerly along the arc of said curve through a central angle 03° 28' 04" an arc length of 18.16 feet to the true point of beginning; thence continuing along said curve through a central angle of 06° 41' 21" an arc length of 35.02 feet to the beginning of a 4767.00 foot radius curve, concave southerly; thence southwesterly along the arc of said curve through a central angle of 05° 14' 59" and arc length of 436.78 feet to the beginning of a 558.00 foot radius curve, concave southeasterly, a radial to said point bears north 14° 26' 39" west; thence southwesterly along the arc of said curve through a central angle of 63° 00' 02" an arc length of 613.56 feet; thence south 12° 33' 19" west, a distance of 126.74 feet to a point in the northeasterly boundary line of Pueblo lot 243; thence continuing south 12° 33' 19" west, a distance of 514.24 feet to the beginning of a 20.00 foot radius curve, concave northeasterly, a radial to said point bears north 77° 26' 41" west; thence southeasterly along the arc of said curve through a central angle of 89° 57' 05" an arc length of 31.40 feet; thence tangent to said curve 77° 23' 46" east, 617.83 feet; thence north 12° 35' 00" east, 968.25 feet; thence north 26° 51' 31" east, 393.88 feet to the true point of beginning.

Assessor's Parcel Number: **por 441-590-04**



EXHIBIT A  
WATER OPERATIONS FACILITY

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel 1 and 2 of Parcel Map No. 18025, in the City of San Diego, County of San Diego, State of California, as filed in the Office of the County Recorder of San Diego County on April 29, 1998.

EXCEPT that portion of said Parcel 2 lying Northerly Northeasterly and Easterly of the centerline of that portion thereof designated on said Parcel Map as "Irrevocable Offer to Dedicate Public Street Hereon."

Assessor's Parcel Number: **356-400-36**

*J. W. Dew*  
*EA*

EXHIBIT A  
WORLD TRADE CENTER

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lots "A", "B", "C", "J", "K" and "L" in Block 9 of Horton's Addition, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by L.L. Lockling on file in the Office of the County Recorder of San Diego County.

Assessor's Parcel Number: **534-055-01,02,04**

*JJB*  
*SWW*  
*AW*

EXHIBIT A  
SANDER SITE

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Lot 78 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof on File in the Office of the County Clerk of said County in an action entitled "Juan M. Luco, et al, vs. Commercial Bank of San Diego, et al", recorded as Map 330, described as follows:

Beginning at the Northeast boundary corner of Kearny Industrial Park Unit No. 5, according to Map thereof No. 6964, filed in the Office of the County Recorder of San Diego County; thence along the Northerly boundary line of said Map No. 6964 and the Northerly boundary line of Kearny Industrial Park Unit No. 2, according to Map thereof No. 6241, filed in the Office of the County Recorder of San Diego County, South 89°23'39" West, 967.88 feet to the Easterly right of way line of Convoy Street; thence along said Easterly right of way line, North 06°51'59" East, 414.08 feet to the Southerly right of way line of California State Highway Route 52 as shown on Miscellaneous Survey No. 988; thence along said Southerly right of way line, North 55°18'00" East, 60.58 feet; thence North 76°17'41" East, 417.43 feet; thence North 64°59'34" East, 98.66 feet; thence North 49°22'45" East, 101.26 feet; thence North 60°43'41" East, 198.37 feet; thence North 77°12'20" East, 295.66 feet; thence North 76°16'19" East, 1000.19 feet; thence North 77°05'40" East, 700.21 feet; thence leaving said Southerly right of way line, South 10°04'44" West, 1032.66 feet; thence South 48°11'03" West, 152.73 feet to the Northerly boundary line of Parcel Map No. 15207; thence along the Northerly boundary line of said Parcel Map No. 15207, the Northerly boundary line of Parcel Map No. 12740 and the Northerly boundary line of Parcel Map No. 1318, all filed in the Office of the County Recorder of San Diego County, North 79°55'58" West, 1552.49 feet to Northwest corner of said Parcel Map No. 1318; thence along the Westerly boundary line of said Parcel Map No. 1318, South 00°42'22" East, 350.96 feet to the Point of Beginning.

Said land is also depicted on record of Survey No. 13737, filed in the Office of the County Recorder of San Diego County, April 23, 1992 as File No. 1992-239459 of Official Records.

Assessor's Parcel Number: **356-011-07 356-031-13**

*J. J. [unclear]*  
*[unclear]*  
*[unclear]*



EXHIBIT A  
CLEAR SITE 020-D (CAMINO DEL RIO PARCEL 6)

All that certain real property situated in the County of San Diego, State of California, described as follows:

That portion of Lot 35 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof, made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al", under Superior Court Case No. 348, on file in the Office of the County Clerk of San Diego County, described as follows:

Commencing at the most Southerly corner of said Lot 35; thence along the Southeasterly line of said Lot, North  $46^{\circ}56'10''$  East, 747.94 feet; thence leaving said Southeasterly line, South  $54^{\circ}57'09''$  West, 186.19 feet to a point in the arc of a non-tangent 230.00 foot radius curve, concave Northeasterly, a radial line of said curve bears South  $10^{\circ}45'42''$  West to said point, and being the True Point of Beginning; thence Northwesterly along the arc of said curve through a central angle of  $68^{\circ}33'18''$  a distance of 275.20 feet; thence tangent to said curve North  $32^{\circ}12'24''$  West, 168.35 feet to the beginning of a tangent 170.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $82^{\circ}33'11''$  a distance of 244.94 feet to the beginning of a compound 20.00 foot radius curve; thence Westerly and Southwesterly along the arc of said curve through a central angle of  $87^{\circ}14'29''$  a distance of 30.45 feet; thence tangent to said curve South  $22^{\circ}00'00''$  East, 340.90 feet to the beginning of a tangent 970.00 foot radius curve, concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of  $10^{\circ}12'24''$  a distance of 172.80 feet; thence South  $32^{\circ}12'24''$  East, 46.77 feet to course (17) as described in Parcel 3 of Relinquishment to the City of San Diego, recorded February 6, 1962 as File No. 21580 of Official Records; thence North  $54^{\circ}57'09''$  East, 392.40 feet to the True Point of Beginning.

Assessor's Parcel Number: **433-250-05**

*Handwritten initials and signature:*  
JTB  
DWW  
w  
[Signature]

EXHIBIT A

CAMINO DEL RIO NORTH AND I-805 (NEC SITE)

All that certain real property situated in the County of San Diego, State of California, described as follows:

That portion of Lots 3, 4, 5 and 6 of the Plat of Lot 32 of Ex-Mission Rancho and a part of Pueblo Lot 1113 (Commonly known as Zachockelts Subdivision), in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 875, filed in the Office of the County Recorder of San Diego County, July 10, 1901, described as follows:

Commencing at the West corner of Lot No. 32 of the Ex-Mission Rancho, according to the Partition Map of same on file in the Office of the County Clerk in Case of Luco et al, vs. The Commercial Bank et al; thence North 45° East, 1678.34 feet; thence South 45° East, 700 feet; thence South 45° West, 1895.70 feet; thence North 27° 45' West, 732.27 feet to the Point or Place of Beginning.

EXCEPTING THEREFROM that portion lying Southerly and Westerly of the Northerly and Easterly boundaries respectively of land described in Deed to the State of California, recorded March 26, 1968 as File No. 49632, of Official Records.

ALSO EXCEPTING THEREFROM that portion lying within the land described in Deed to LPI/San Diego Associates, Ltd. recorded February 27, 1981 as File No. 81-060617, of Official Records.

ALSO EXCEPTING THEREFROM that portion which lies Northwesterly of the following described line:

Beginning at the Northeast corner of Parcel 2 of Parcel Map No. 12358, filed in the Office of the County Recorder of San Diego County, October 1, 1982; thence along the boundary of said Parcel 2 as follows: South 46° 23' 22" West, 26.96 feet; South 75° 57' 22" West, 14.19 feet; South 46° 23' 22" West, 391.87 feet to the beginning of a tangent 844 foot radius curve, concave Northerly; Southwesterly along the arc of said curve through a central angle of 16° 02' 39" a distance of 236.34 feet to a point of intersection with the Northerly line of that portion of Camino Del Rio North as vacated by Resolution 253649 of the City of San Diego, a certified copy of which was recorded May 4, 1981 as File No. 81-066344, of Official Records, being also a point on the arc of a 844.00 foot radius curve, concave Northerly, a radial line of which bears South 27° 33' 59" East; thence leaving the boundary of said Parcel Map No. 12358, Northwesterly and Westerly along the Northerly line of that portion of said Camino Del Rio North as vacated to public use as follows: Along the arc of said 844 foot radius curve through a central angle of 22° 01' 44" a distance of 324.50 feet; tangent to said curve South 84° 27' 45" West, 242.31 feet to the beginning of a tangent 756.00 foot radius curve, concave Southerly; Westerly along the arc of said curve through a central angle of 22° 41' 23" a distance of 299.38 feet and South 61°

*Handwritten signature/initials*

46' 22" West, 100.45 feet to a point of intersection with the land conveyed to the State of California by Deed recorded March 26, 1968 as File No. 49632, of Official Records.

Assessor's Parcel Number: **433-0230-36**

*John  
Dunn  
EA*

EXHIBIT A  
CLEAR SITE 19-A, FRIARS ROAD (WEST PORTION)

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Lot 36 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof in Case No. 348, Superior Court of San Diego, entitled "Juan M. Luco, et al vs. the Commercial Bank of San Diego, et al", filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeast corner of said Land Lot 36; thence along the Northerly line of said Lot, North  $89^{\circ}32'13''$  West 1100.00 feet to an angle point in the boundary of land described under Parcel 1 in Deed to the City of San Diego, recorded January 3, 1966 as File No. 121 of Official Records, being through True Point of Beginning; thence along the boundary of said land, South  $00^{\circ}54'06''$  West (record South  $00^{\circ}25'55''$  West) 461.71 feet to a point on the arc of a 472.00 foot radius curve, concave Northwesterly a radial line of which bears South  $42^{\circ}44'48''$  East to said point being also hereinafter referred to as Point "A"; thence Southwesterly along the arc of said curve through a central angle of  $37^{\circ}33'17''$ , a distance of 309.37 feet; thence tangent to said curve, South  $84^{\circ}48'29''$  West 168.21 feet; to a point hereinafter referred to as Point "B"; thence continuing South  $84^{\circ}48'29''$  West a distance of 50.00 feet; thence South  $87^{\circ}00'00''$  West a distance of 138.80 feet to the beginning of a tangent 1056.00 foot radius curve, concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of  $24^{\circ}47'13''$  a distance of 456.84 feet; thence tangent to said curve, South  $62^{\circ}12'47''$  West 133.28 feet to the Westerly line of said land described in deed to the City of San Diego; thence along said Westerly line North  $05^{\circ}14'33''$  West to the Northerly line of said Lot 36; thence along said Northerly line South  $89^{\circ}32'13''$  East to the True Point of Beginning.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northeast corner of Mission City Unit No. 3, according to Map thereof No. 11677 thence along the Easterly line and the Southerly prolongation thereof, said line being the Westerly boundary of land described in Deed to the City of San Diego, recorded January 13, 1966 as File No. 121 of Official Records, South  $05^{\circ}14'57''$  East 807.07 feet to the Northerly line of Friars Road as described in Deed recorded March 3, 1967 as File No. 29313 of Official Records; thence along said Northerly line North  $62^{\circ}12'50''$  East (Record North  $62^{\circ}12'47''$  East) 133.30 feet to a tangent 1056.00 foot radius curve, concave Southerly; thence along said curve 91.56 feet through a central angle of  $04^{\circ}58'04''$ ; thence leaving said Northerly line North  $22^{\circ}49'07''$  West 16.00 feet; thence North  $09^{\circ}56'22''$  East 120.04 feet to a tangent 85.00 foot radius curve, concave Southeasterly; thence along said curve 89.04 feet through a central angle of  $60^{\circ}01'12''$ ; thence North  $20^{\circ}02'26''$  West 122.92 feet; thence North  $19^{\circ}11'07''$  East 25.17 feet; thence North  $26^{\circ}04'36''$  West 405.15 feet to the Northerly line of

*Handwritten signatures and initials:*  
JSD  
DWW  
[unclear]

said Lot 36; thence along said Northerly line North 89°31'10" West 131.69 feet to the Point of Beginning.

Assessor's Parcel Number: **433-240-23**

*Handwritten signature/initials*

EXHIBIT A  
CLEAR SITE 19-A, FRIARS ROAD (EAST PORTION)

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Lot 36 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof in Case No. 348, Superior Court of San Diego County, Entitled "Juan M. Luco, et al vs. the Commercial Bank of San Diego, et al", filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeast corner of said Lot 36; thence along the northerly line of said lot, North 89° 32' 13" West 1100.00 feet to an angel point in the boundary of land described under Parcel 1 in Deed to the City of San Diego, Recorded January 3, 1966 as document no. 121 of Official Records, being the true point of beginning; thence along the boundary of said land, South 00° 54' 06" West (Record South 00° 25' 55" West) 604.71 feet to a point in the arc of a 1000 foot radius curve, concave Northwesterly in the Northerly line of that portion of Friars Road described in Quitclaim Deed to the county of San Diego, recorded March 3, 1967 as document no. 29314; thence along said Northerly line, Easterly along said curve 21.67 feet to the Easterly terminus of said curve, and North 71° 35' 31" East to the Northwesterly line of Friar's Road, according to map of Road Survey No. 289, filed in the Office of the County Recorder of San Diego County; thence Northeasterly along said Northwesterly line to the most Southerly corner of the land described in deed to Mills Development Company, recorded December 2, 1958 as document no. 201830 of Official records, being a point in the boundary of Mission Village Drive; thence along the Westerly boundary of said land as follows:

North 20° 50' 04" West 20.00 feet to the beginning of a 45.00 foot radius curve, concave Northwesterly, the radial line of said curve bearing South 20° 50' 04" East to said point; thence Northeasterly along said curve, 63.61 feet through an angle of 80° 59' 26"; thence tangent to said curve North 11° 49' 30" West 30.00 feet, thence continuing North 11° 49' 30" West 30.00 feet; thence continuing North 11° 49' 30" West 60.00 feet; thence continuing North 11° 49' 30" West 30.00 feet; thence continuing North 11° 49' 30" West 79.35 feet to a point of tangency with a 2029.45 foot radius curve, concave Easterly, thence Northerly along said 2029.45 foot radius curve, a distance of 199.88 feet to said Northerly line of said Lot 36; thence Westerly along said Northerly line to the True Point of Beginning.

Excepting from the above described property, all oil, gas, mineral and hydrocarbon rights and substances in and under the land, but beneath a plane 500 feet below the surface of the land, but without any right of surface entry.

Assessor's Parcel Number: 433-240-19 WOP

Handwritten signature and initials in the bottom right corner of the page.

EXHIBIT A  
FAIRBANKS RANCH C.C.

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lots 1 and 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 10730 of Fairbanks Country Club No. 1 filed in the Office of the County Recorder of San Diego County on September 29, 1983.

Assessor's Parcel Number: **302-261-01 and 02**

*JTB*  
*see*  
*below*  
*★*

EXHIBIT A  
DEL CERRO SITE

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lot 396 of San Carlos Estates Unit No. 10, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5052 filed in the Office of the County Recorder of San Diego County on October 15, 1962.

Assessor Parcel No.: 673-040-01

*Handwritten signature/initials*



WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST WITH ASSIGNMENT OF RENTS (LONG FORM)

This **DEED OF TRUST**, made July 19, 2004, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2007, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(2) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) ("Settlement Agreement") and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale,

and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor

Bruce A. Herring  
Bruce Herring  
Deputy City Manager

Dated: 7-19-04

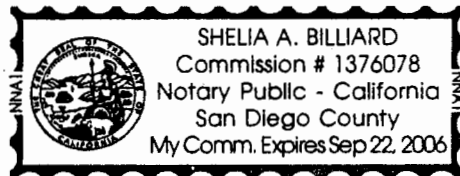
STATE OF CALIFORNIA )  
COUNTY OF San Diego ) SS.

On July 19, 2004 before me,  
personally appeared Bruce A. Herring

~~personally known to me (or 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.

WITNESS my hand and official seal.

Signature Shelia Billiard



*Handwritten initials and scribbles in the bottom right corner.*

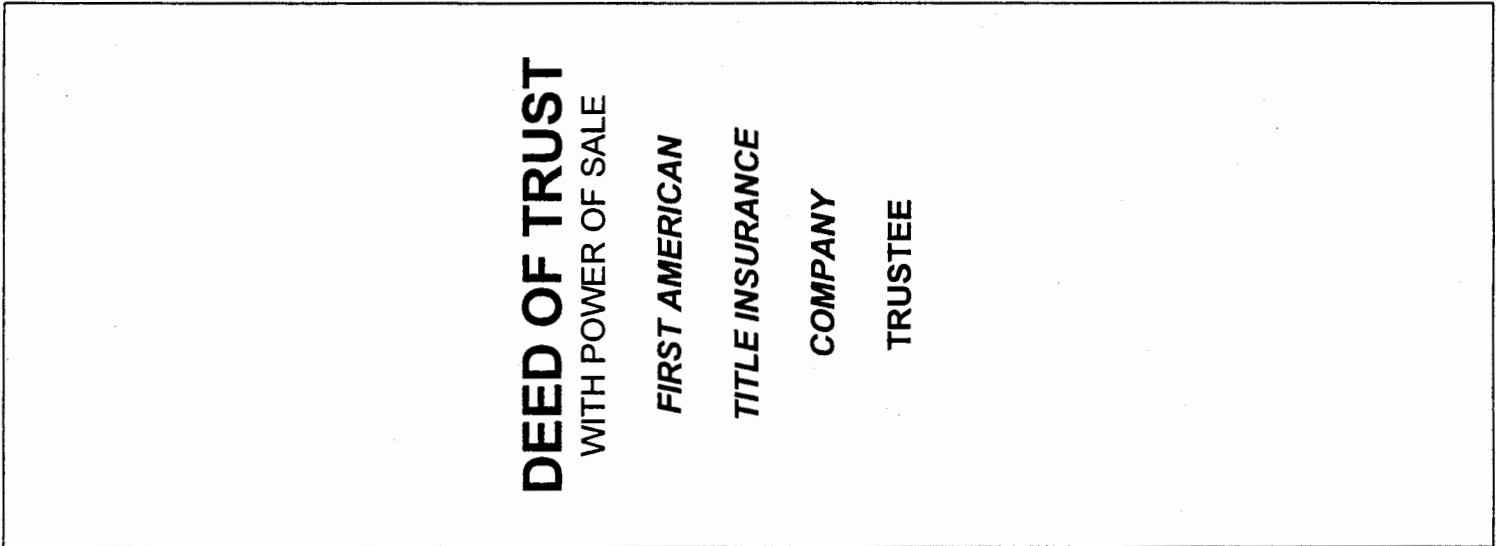
TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**



1958742.4

\_\_\_\_\_

*Handwritten signatures and initials in the bottom right corner.*

Exhibit "A"  
Qualcomm

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 3:

That portion of Lots 42 and 43 of said Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof on file in Case No. 348 of Superior Court in San Diego County entitled Juan M. Luco, et al, vs. the Commercial Bank of San Diego, et al, described as follows:

Commencing at the most Northerly corner of Lot 15, said Rancho Mission; thence South 58°07'54" East 2,376.38 feet to the True Point of Beginning a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East to said point; thence Northwesterly along the arc of said curve, through a central angle of 09°46'17", an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet, to a point to which a radial of 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 18°07'37", an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence South 02°28'43" West 128.39 feet to a point to which a radial of a 2570.00 foot radius curve, concave Easterly, bears South 87°31'17" East; thence Southerly, along the arc of said curve through a central angle of 18°07'37" an arc length of 813.08 feet; thence South 15°38'54" East, 101.74 feet to a point to which a radial of a 4071.50 foot radius curve, concave Southwesterly bears North 74°21'06" East; thence Southeasterly along the arc of said curve, through a central angle of 09°00'17" an arc length of 639.89 feet; thence South 58°07'54" East 87.99 feet, returning to said True Point of Beginning.

EXCEPTING THAT portion lying within the land described in Deed to the State of California recorded January 20, 1981 as File No. 81-17470 of Official Records described as follows:

Commencing at the intersection of the Southerly line of Lot 35 of said Rancho Mission and the Westerly line of Murphy Canyon Road as described in Deeds to the State of California, recorded March 26, 1958 in Book 7008, Page 383 and October 10, 1958 in Book 7295, Page 155 of Official Records; thence along said Southerly line of Lot 35, North 89°03'17" West (recorded North 89°03'34" West), 208.00 feet to the Southwesterly corner of the land conveyed to the State of California by Deed recorded July 15, 1966 as File No. 115132 of Official Records; thence along the Western boundary of last said State of California land North 04°21'02" West (recorded North 04°20'34" West), 397.06 feet to the True Point of Beginning; thence continuing along said Western boundary North 04°21'02" West, 150.49 feet; thence North 15°39'20" West, 155.43 feet; thence leaving said Western boundary South 10°05'41" East, 304.43 feet to the True Point of Beginning.

ALSO EXCEPTING that portion if any lying within the land described in Deed to the State of California recorded July 15, 1966 as File No. 115132 of Official Records.

EXCEPTING FROM Lot 42 all oil, gas and other hydrocarbon and mineral substances lying not less than 500 feet below the surface of the land as reserved by San Diego Pipeline Co., by Deeds recorded March 8, 1966 as File Nos. 39319 and 39320 both of Official Records.



PARCEL 2:

All that portion of Lots 36, 42 and 43 of Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof on file in Case No. 348 of Superior Court in San Diego County entitled Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al, lying within the following described boundary:

Beginning at the Southwesterly Corner of said Lot 42; thence along the Southwesterly lines of said Lots 42 and 43, South  $58^{\circ}07'54''$  East 1430.86 feet to a point on the arc of a 9259.03 foot radius curve concave Southeasterly a radial line of which bears North  $06^{\circ}48'18''$  West to said point; thence Northeasterly along the arc of said curve through a central angle of  $00^{\circ}29'05''$  a distance of 78.33 feet to the Westerly boundary of Murphy Canyon Road; thence along said boundary to and along the boundary of Road Survey No. 1533 as follows: North  $15^{\circ}38'54''$  West 487.26 feet; South  $74^{\circ}21'06''$  West 12.00 feet; North  $15^{\circ}38'54''$  West 309.60 feet to the beginning of a tangent 3060.00 foot radius curve concave Northeasterly; Northwesterly along the arc of said curve through a central angle of  $05^{\circ}36'42''$  a distance of 299.70 feet; tangent to said curve North  $10^{\circ}02'12''$  West 179.22 feet to the beginning of a tangent 2548.00 foot radius curve concave Northeasterly; Northwesterly along the arc of said curve through a central angle of  $05^{\circ}47'50''$  a distance of 257.81 feet; tangent to said curve North  $04^{\circ}14'22''$  West 72.93 feet to the beginning of a tangent 352.00 foot radius curve concave Southwesterly; Northwesterly along the arc of said curve through a central angle of  $63^{\circ}41'34''$  a distance of 391.30 feet; tangent to said curve North  $67^{\circ}55'56''$  West 116.79 feet; North  $72^{\circ}13'17''$  West 97.37 feet and North  $21^{\circ}05'07''$  East 43.79 feet; thence North  $72^{\circ}13'39''$  West 530.72 feet; thence North  $00^{\circ}54'06''$  East 21.58 feet; thence North  $79^{\circ}52'32''$  West 149.77 feet to a point on the arc of an 8000.00 foot radius curve concave Southerly a radial line of which bears North  $17^{\circ}57'19''$  West to said point; thence Westerly along the arc of said curve through a central angle of  $00^{\circ}27'10''$  a distance of 63.22 feet; thence South  $71^{\circ}35'31''$  West 923.84 feet to the beginning of a tangent 1000.00 foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of  $15^{\circ}24'29''$  a distance of 268.92 feet; thence tangent to said curve South  $37^{\circ}00'00''$  West 386.11 feet to the beginning of a tangent 1000.00 foot radius curve concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of  $24^{\circ}47'13''$  a distance of 432.61 feet; thence tangent to said curve South  $62^{\circ}12'47''$  West 156.54 feet to an intersection with the Westerly line of the land described in Parcel 1 in Deed to the City of San Diego recorded January 3, 1966 as File No. 121 of Official Records; thence along said Westerly line South  $05^{\circ}14'33''$  East 1744.24 feet to the Northwesterly line of said Lot 35; thence along said Northwesterly line North  $40^{\circ}17'08''$  East 1866.48 feet to the

*Handwritten signature/initials*

most Northerly Corner thereof; thence along the Northeasterly boundary of said Lot 35 South 58°07'54" East 1056.17 feet to the Point of Beginning.

EXCEPTING from Lot 42 all oil, gas and other hydrocarbon and mineral substances lying not less than 500 feet below the surface of the land as reserved by San Diego Pipeline Co., by Deeds recorded March 8, 1966 as File No. 39319 and 39320 of Official Records.

ALSO EXCEPTING THEREFROM, the following described Parcels:

**PARCEL 2A:**

Commencing at the most Northerly Corner of Lot 35, said Rancho Mission of San Diego; thence South 40°17'08" West, 1866.48 feet; thence North 05°14'33" West, 1744.24 feet to the True Point of Beginning; thence North 62°12'47" East, 156.54 feet to a point to which a radial of a 1000.00 foot radius curve, concave Southeasterly, bears North 27°47'13" West, thence Northeasterly along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet; thence North 87°00'00" East 386.11 feet to a point to which a radial of a 1000.00 foot radius curve concave Northwesterly, bears South 03°00'00" East; thence Northeasterly, along the arc of said 1000.00 foot radius curve, through a central angle of 15°24'29", an arc length of 268.92 feet; thence North 71°35'31" East, 923.84 feet to a point which a radial of a 8000.00 foot radius curve, concave, Southeasterly, bears North 18°24'29" West; thence Northeasterly, along the arc of said curve, through a central angle of 00°27'10", an arc length of 63.22 feet; thence South 79°52'32" East, a distance of 149.77 feet; thence South 00°54'06" West, 21.58 feet; thence South 72°13'39" East, 530.72 feet; thence South 21°05'07" West, 43.79 feet; thence South 72°13'17" East, 97.37 feet; thence South 67°55'56" East, 116.79 feet to a point to which a radial of a 352.00 foot radius curve, concave Southwesterly, bears North 22°04'04" East; thence Southeasterly along the arc of said curve through a central angle of 63°41'34"; a distance of 391.30 feet; thence South 04°14'22" East, 72.93 feet to a point to which a radial of a 2548.00 foot radius curve, concave Northeasterly, bears South 85°45'38" West; thence Southeasterly along the arc of said curve, through a central angle of 05°47'50" an arc length of 257.81 feet; thence South 10°02'12" East, 179.22 feet to a point to which a radial of a 3060.00 foot radius curve, concave Northeasterly, bears South 79°57'48" West; thence Southeasterly, along the arc of said curve, through a central angle of 05°36'42" an arc length of 299.70 feet; thence South 15°38'54" East, 309.60 feet; thence North 74°21'06" East, 12.00 feet; thence South 15°38'54" East, 487.26 feet to a point to which a radial of a 9259.03 foot radius curve, concave Southeasterly bears North 06°19'13" West; thence Southwesterly, along the arc of said curve, through a central angle of 00°29'05" an arc length of 78.33 feet; thence North 58°07'54" West, 110.65 feet to a point to which a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East; thence Northwesterly, along the arc of said curve, through a central angle of 00°46'17" an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve; through a central angle



of 18°07'37" an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence continuing North 67°09'56" West, 408.34 feet; thence North 73°26'35" West, 344.99 feet to a point to which a radial of a 400.00 foot radius curve, concave Southeasterly, bears North 16°33'25" East; thence Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 52°34'36", an arc length of 422.11 feet; thence South 53°58'49" West, 395.86 feet; thence South, 120.00 feet; thence West, 110.00 feet; thence North 10°26'46" West, 194.27 feet; thence West, 550.67 feet; thence South 87°00'00" West, 350.18 feet to a point to which a radial of 1000.00 foot radius curve, concave Southeasterly, bears North 03°00'00" West; thence Southwesterly, along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet; thence South 62°12'47" West, 193.09 feet; thence North 05°14'33" West, 70.38 feet, returning to said True Point of Beginning.

**PARCEL 2B:**

Commencing at the most Northerly Corner of Lot 35, said Rancho Mission; thence South 58°07'54" East 2,376.38 feet to the True Point of Beginning a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East to said point; thence Northwesterly, along the arc of said curve, through a central angle of 09°46'17" an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet, to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 18°07'37", an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence South 02°28'43" West 128.39 feet to a point to which a radial of a 2570.00 foot radius curve, concave Easterly, bears South 87°31'17" East; thence Southerly, along the arc of said curve, through a central angle of 18°07'37" an arc length of 813.08 feet; thence South 15°38'54" East, 101.74 feet to a point to which a radial of a 4071.50 foot radius curve, concave Southwesterly bears North 74°21'06" East; thence Southeasterly along the arc of said curve, through a central angle of 09°00'17" an arc length of 639.89 feet; thence South 58°07'54" East 87.99 feet, returning to said True Point of Beginning.

Assessor's Parcel Number: 433-250-13 AND 433-250-14





WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(LONG FORM)**

This **DEED OF TRUST**, made July 19 2004, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2008, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(3) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

A handwritten signature in black ink, appearing to read "J. B. Brown" with a stylized flourish at the end.

Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor

*Bruce Herring*

Bruce Herring  
Deputy City Manager

Dated: 7-19-06

STATE OF CALIFORNIA )  
COUNTY OF San Diego ) SS.

On July 19, 2006 before me,  
personally appeared Bruce A. Herring

personally known to me ~~(or 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.

WITNESS my hand and official seal.

Signature *Shelia Billiard*



*Job Done SA*

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**DEED OF TRUST**  
WITH POWER OF SALE  
**FIRST AMERICAN**  
**TITLE INSURANCE**  
**COMPANY**  
**TRUSTEE**

1958743.3

EXHIBIT A  
SPORTS ARENA PARKING LOT

All that certain real property situated in the County of San Diego, State of California, described as follows:

Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court, Case No. 5620, together with a portion of Cass and Mc Elwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street (now Sports Arena Boulevard) as described in Deed to Frontier Enterprises, Inc., recorded March 5, 1941 in Book 1143, Page 320, of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South  $77^{\circ} 23' 46''$  East, a distance of 371.52 feet to the True Point of Beginning; thence North  $12^{\circ} 36' 14''$  East, a distance of 476.74 feet; thence North  $36^{\circ} 37' 26''$  East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North  $53^{\circ} 27' 34''$  West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South  $36^{\circ} 37' 26''$  West along the Northwesterly line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North  $53^{\circ} 27' 44''$  West along the Northeasterly line of said Lot "A", a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South  $36^{\circ} 33' 41''$  West along the Northwesterly line of said Lot "A", a distance of 74.98 feet to a point distant North  $36^{\circ} 33' 41''$  East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North  $53^{\circ} 27' 19''$  West, 233.43 feet to a point in the Northwesterly line of Pueblo Lot 339 distant South  $36^{\circ} 36' 21''$  West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North  $36^{\circ} 36' 21''$  East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North  $53^{\circ} 26' 49''$  West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of the City of San Diego, a copy of which was recorded July 30, 1969 as File No. 137836, of Official Records; thence along the boundary of said Kurtz Street as follows:

South  $36^{\circ} 32' 31''$  West, a distance of 5.00 feet; North  $53^{\circ} 26' 49''$  West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave



Southwesterly; thence Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39° 03' 30" an arc length of 204.51 feet; thence South 26° 51' 31" West, a distance of 393.88 feet; thence South 12° 35' 00" West, a distance of 968.25 feet to said line, which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77° 23' 46" East, a distance of 402.50 feet; thence North 12° 36' 14" East, a distance of 150.00 feet; thence South 77° 23' 46" East, a distance of 150.00 feet; thence South 12° 36' 14" West, a distance of 150.00 feet; thence South 77° 23' 46" East, a distance of 1,097.11 feet to the True Point of Beginning.

EXCEPTING THEREFROM those portions described in Parcels A, B, C and D described as follows:

PARCEL "A":

All of those portions of Pueblo Lots 311, 312, 313, 241, 242 of Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard, North 77° 23' 37" West (record North 77° 52' 25" West per said Map No. 6629) 53.74 feet; thence North 12° 36' 23" East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence North 12° 36' 23" East, 199.03 feet; thence South 77° 23' 37" East, 677.04 feet; thence North 65° 44' 11" East, 51.62 feet; thence South 77° 23' 37" East, 307.67 feet; thence South 12° 36' 23" West, 25.00 feet; thence North 77° 23' 37" West, 224.75 feet; thence South 26° 38' 35" West, 46.38 feet; thence South 12° 36' 23" West, 160.00 feet; thence North 77° 23' 37" West, 60.00 feet; thence North 12° 36' 23" East, 160.00 feet; thence North 03° 09' 24" East, 42.41 feet; thence South 67° 37' 56" West, 48.56 feet; thence North 77° 23' 37" West, 262.25 feet; thence South 12° 36' 23" West, 174.00 feet; thence North 77° 23' 37" West, 20.00 feet; thence North 12° 36' 23" East, 174.00 feet; thence North 77° 23' 37" West, 335.00 feet; thence South 12° 36' 23" West, 174.00 feet; thence North 77° 23' 37" West, 66.00 feet to the True Point of Beginning.

Containing 1.230 acres more or less.

PARCEL "B":



All of those portions of Pueblo Lots 241, 242, 311 and 312 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South  $77^{\circ} 23' 37''$  East (record North  $77^{\circ} 52' 25''$  West, per said Map No. 6629) 12.26 feet; thence North  $12^{\circ} 36' 23''$  East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence continuing North  $12^{\circ} 36' 23''$  East, 174.00 feet; thence South  $77^{\circ} 23' 37''$  East, 335.00 feet; thence South  $12^{\circ} 36' 23''$  West, 174.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North  $77^{\circ} 23' 37''$  West, 335.00 feet to the True Point of Beginning.

Containing 1.338 acres more or less.

PARCEL "C"

All that portion of Pueblo Lot 312 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629, in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South  $77^{\circ} 23' 37''$  East (record North  $77^{\circ} 52' 25''$  West per said Map No. 6629) 367.25 feet; thence North  $12^{\circ} 36' 23''$  East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence leaving said Northerly right-of-way line North  $12^{\circ} 36' 23''$  East, 174.00 feet; thence South  $77^{\circ} 23' 37''$  East, 262.25 feet; thence North  $67^{\circ} 37' 56''$  East, 48.56 feet; South  $03^{\circ} 09' 24''$  West, 42.41 feet; thence South  $12^{\circ} 36' 23''$  West, 160.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North  $77^{\circ} 23' 37''$  West, 309.00 feet to the True Point of Beginning.

Containing 1.248 acres more or less.

PARCEL "D":

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JJB  
JJB  
JJB

That portion of Pueblo Lots 312 and 313 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South  $77^{\circ} 23' 37''$  East (record North  $77^{\circ} 52' 25''$  West per said Map No. 6629) 736.25 feet; thence North  $12^{\circ} 36' 23''$  East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence leaving said Northerly right-of-way North  $12^{\circ} 36' 23''$  East, 160.00 feet; thence North  $26^{\circ} 38' 35''$  East, 46.38 feet; thence South  $77^{\circ} 23' 37''$  East, 224.75 feet; thence South  $12^{\circ} 36' 23''$  West, 205.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North  $77^{\circ} 23' 37''$  West, 236.00 feet to the True Point of Beginning.

Containing 1.105 acres more or less.

Assessor's Parcel Number: **760-245-07**





EXHIBIT A  
RIDGEHAVEN OFFICE BUILDING

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL A:

Parcel 1 of Parcel Map No. 11772, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, October 30, 1981, being a division of Lot 8 of Daley Business Park Unit No. 2, according to Map thereof No. 8375, filed in the Office of the County Recorder of San Diego County, September 3, 1976.

PARCEL B:

An easement for sewer line purposes and appurtenances thereto over, under, along and across all that portion of Parcel 2, according to Parcel Map 11772, in the County of San Diego, State of California, filed October 30, 1981, in the Office of the County Recorder of San Diego County, lying within a strip of land 10 feet in width, the centerline of which is more particularly described as follows:

Beginning at the Northwestern corner of said Parcel 2, said corner being the beginning of a nontangent 60 foot radius curve, concave Northerly, radial to said curve bears South 08°04'56" East; thence continuing Northeasterly along said curve, also being the Northerly property line to said Parcel 2, through a central angle of 18°28'25" a distance of 19.35 feet to a point on the curve, said point being the True Point of Beginning; thence South 09°18'50" East a distance of 154.00 feet; thence South 89°49'00" East a distance of 18.77 feet to the Westerly line of Parcel 1 of Parcel Map 11772.

Side lines of said easement shall be lengthened or shortened to terminate at the Northerly property line of said Parcel 2 and at the Westerly property line of said Parcel 1.

PARCEL C:

An easement for sewer line purposes and appurtenances thereto, over, under, along and across all that portion of Parcel 2, according to Parcel Map 11772, in the County of San Diego, State of California, filed October 30, 1981, in the Office of the County Recorder of San Diego County, lying within a strip of land 10 feet in width the centerline of which is more particularly described as follows:

Beginning at the Northwestern corner of said Parcel 2, said corner being the beginning of a nontangent 60 foot radius curve, concave Northerly, radial to said curve bears South 08°04'56" East; thence continuing Northeasterly along said curve, also being the Northerly property line of said Parcel 2, through a central angle of 28°16'20" a distance of 29.61 feet to a point on the curve, said point

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being the True Point of Beginning; thence South 48°51'30" East a distance of 19.35 feet to a point on the Westerly line of Parcel A herein above described. Side lines of said easement shall be lengthened or shortened to terminate at the Northerly property line of said Parcel 2 and the Westerly property line of Parcel 1 of said Parcel Map No. 11772.

Assessor's Parcel Number:      **369-183-18**



EXHIBIT A  
METRO OPERATIONS CENTER

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 1:

Lot 2 of Mesa Industrial Tract Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3533, filed in the Office of the County Recorder of San Diego County, October 30, 1956.

EXCEPTING THEREFROM that portion lying within the portion of said Lot 2, delineated and designated "reserved for future street" on said Map No. 3533, and as accepted by the City of San Diego for public street purposes by Resolution No. R-250656 and recorded December 4, 1979 as File No. 79-508876 of Official Records.

Assessor's Parcel Number: **369-040-14**

PARCEL 2:

Parcel 3 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, October 30, 1978 as File No. 78-468549 of Official Records.

PARCEL 2A:

An easement for road and public utilities purposes over, under, upon and across those portions of Lots 72 and 78 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map of said Rancho made in the action entitle Juan M. Luco, et al, vs. Commercial Bank of San Diego, et al, Case No. 348 on file in the Office of the County Clerk of said San Diego County, described as a whole as follows:

Beginning at a point on the Southeasterly line of Parcel 3 of said Parcel Map No. 7992, distant thereon North 43°15'58" East (record North 43°14'32" East) 100.00 feet from the most Southerly corner of said land; thence at right angles to said Southeasterly line South 46°45'02" East (record South 46°45'28" East) 50.00 feet; thence at right angles South 43°14'58" West 204.61 feet (record South 43°14'32" West, 207 feet, more or less, to a point on the Northerly line of land described in a deed to the San Diego Unified School District dated October 10, 1952 and recorded January 9, 1953 in Book 4711, Page 57 of Official Records; thence South 89°53'58" West (record South 89°55'32" West) along said Northerly line 34.29 feet (record 34 feet, more or less) to the Northwesterly corner of said land; thence leaving the boundary of said land Northerly North 17°54'58" East 58.58 feet (record in a straight line, 60 feet, more or less) to the Northeasterly Terminus of a 50.00 foot radius curve, concave Northwesterly which forms a

*Handwritten signature/initials*

portion of the Southerly boundary of land conveyed to the Cubic Corporation by deed dated October 31, 1955 and recorded in Book 5904, Page 433 of Official Records; thence North 43°14'58" East (record North 43°14'32") East along the Southeasterly line of said Cubic Corporation Land, 75.20 feet (record 110 feet, more or less) to the most Easterly corner thereof, being also the most Southerly corner of said Parcel 3; thence North 43°14'58" East (record North 43°14'32" East) along the Southeasterly line of said Parcel 3, a distance of 100.00 feet to the Point of Beginning.

**PARCEL 2B:**

A nonexclusive easement for ingress, egress and the construction and maintenance of utilities, sanitary sewer and storm sewers over, under, upon and across the land described as follows, which easement is appurtenant to and for the benefit of the present and future owners of Parcel 1 above described:

That portion of Parcel 2 of Parcel Map No. 8670, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, May 1, 1979, described as follows:

Beginning at the most Westerly corner of said Parcel 2, said corner being a point on a 60.00 foot radius curve concave Northwesterly, a radial to said point bearing South 32°16'53" East; thence Northeasterly along the arc of said curve and the boundary of said Parcel 2, 15.16 feet through a central angle of 14°28'39"; thence departing said boundary, South 46°45'28" East, 63.87 feet; thence South 43°14'32" West, 15.00 feet to a point on the Southwesterly boundary of said Parcel 2; thence along said boundary, North 46°45'28" West, 65.79 feet to the Point of Beginning.

Assessor's Parcel Number: **369-040-18**

**PARCEL 3:**

Parcel 4 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County October 30, 1978.

**PARCEL 3A:**

An easement for ingress, egress and the construction and maintenance of utilities, sanitary sewers and storm sewers under, over and across that portion of Parcel 3 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to the Map thereof filed in the Office of the Recorder of San Diego County, October 30, 1978, described as follows:

Beginning at the most Northerly corner of said Parcel 3, said corner being a point of a 60.00 foot radius curve concave Northwesterly, a radial to said point bearing South 32°16'53" East; thence Westerly along the arc of said curve and boundary

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Drew  
[Signature]*

of said Parcel 3, 16.25 feet through a central angle of  $15^{\circ}31'20''$ ; thence departing said boundary, South  $46^{\circ}45'28''$  East, 16.91 feet to the beginning of a tangent 5.00 foot radius curve concave Westerly; thence Southerly along the arc of said curve 7.85 feet through a central angle of  $90^{\circ}00'00''$ ; thence South  $43^{\circ}14'32''$  West, 14.05 feet to a point on the boundary of said Parcel 3; thence along said boundary South  $46^{\circ}45'28''$  East, 25.00 feet to a boundary corner of said Parcel 3; thence South  $46^{\circ}45'28''$  East, 25.00 feet; thence North  $43^{\circ}14'32''$  East, 34.05 feet to a point on the Northeasterly boundary of said Parcel 3; thence Northwesterly along the boundary of said Parcel 3; North  $46^{\circ}45'28''$  West, 65.78 feet to the Point of Beginning.

**PARCEL 3B:**

An easement for ingress, egress and the construction and maintenance of utilities, sanitary sewers and storm sewers under, over and across that portion of Parcel 3 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to the Map thereof filed in the Office of the Recorder of San Diego County, October 30, 1978, described as follows:

Beginning at the most Westerly corner of said Parcel 3; thence along the Southwesterly boundary of said parcel 3, South  $46^{\circ}46'32''$  East, 20.00 feet; thence departing said boundary, North  $43^{\circ}14'32''$  East, 234.99 feet to an intersection with the Southeasterly prolongation of that course and distance of part of the Southwesterly boundary of Parcel 3 of said Parcel Map No. 7992 shown on said Parcel Map as North  $46^{\circ}45'28''$  West, 64.32 feet; thence North  $46^{\circ}45'28''$  West along said prolongation, 20.00 feet to a boundary corner of said Parcel 3; thence along said boundary being the Northwesterly line of said Parcel 3, South  $43^{\circ}14'32''$  West, 235.00 feet to the Point of Beginning.

**PARCEL 4:**

Parcel 5 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to Map thereof, filed in the Office of the County Recorder of San Diego County, according to Map thereof, filed in the Office of the County Recorder of San Diego County, October 30, 1978.

Assessor's Parcel Number: **369-040-5 and 19**

**PARCEL 5:**

That portion of Lot 78 of the Rancho Mission of San Diego, 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 Clerk of San Diego County, in action of Juan M. Luco, vs., Commercial Bank of San Diego, et al, described as follows:

Beginning at Engineer's Station 137 Plus 31.74 on the Center Line of the Department of Public Works Survey between the North City limits of San Diego and Miramar Road XI-SD-77A, as the same was described in a final order of

*[Handwritten signature]*  
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condemnation entered in the Case No. 148365 of the Superior Court of California, in and for the County of San Diego, and recorded November 21, 1949 in Book 3393, Page 220 of Official Records of said San Diego County, said Point of Beginning on the East line of said Lot 78; thence along said center line, South 37°13'15" West, 2975.45 feet to Engineer's Equation Station 107 plus 68.22 E.C. equals 107 plus 56.29 P.O.T. of said survey; thence leaving said center line South 52°46'45" East, 155.06 feet to the Northwesterly line of the public road as shown on Map of Road Survey No. 341, on file in the Office of the County Surveyor of San Diego County; thence South 46°45'28" East, 25.00 feet to the center line of said public road; thence along said center line, North 43°14'32" East record North 43°14'45" East 1125.00 feet to the True Point of Beginning; thence continuing along said center line North 43°14'32" East, 190.00 feet; thence at right angles South 46°45'28" East, 519.00 feet; thence at right angles South 43°14'32" West, 190.00 feet; thence at right angles North 46°45'28" West, 436.00 feet to the beginning of a tangent 20.00 foot radius curve, concave Easterly; thence along said curve, 31.43 feet through an angle of 90° to a point of tangency in the Southeasterly line of that step of land 38 feet wide described under Parcel 3 of easement deed to the City of San Diego, recorded September 27, 1951 in Book 4247, Page 5 of Official Records; thence along said Southeasterly line, South 43°14'32" West, 20.00 feet; thence North 46°45'28" West, 63.00 feet to the True Point of Beginning.

PARCEL 6:

Parcel(s) 1 and 2 of Parcel Map No. 11434, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County July 2, 1981.

Together with those portions of Topaz Way and Complex Street and the Street Reservation adjacent to Parcel 2 of Parcel Map No. 11434 as vacated and closed to public use by the City of San Diego by document recorded June 28, 1983 as File No. 83-218343, which would revert to Parcel 2 of Parcel Map No. 11434 by operation of law.

PARCEL 7:

Being a portion of Lot 1 of Manuel G. Rosa subdivision, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3857, filed in the Office of the County Recorder of San Diego County, being more particularly described as follows:

Beginning at the most Easterly corner of Parcel 2, of Parcel Map No. 11434 as filed in the Office of the County Recorder of San Diego County; thence, along the Southeasterly Parcel line of said Parcel 2, South 43°14'32" West, 75.20 feet to the True Point of Beginning of the Parcel to be herein described; thence, leaving said Southeasterly Parcel line, South 17°57'09" West, 58.52 feet; thence, South 43°14'32" East, 103.42 feet to a point on the arc of a curve, concave Southwesterly, having a radius of 125.00 feet, a radial line to said point bears

*Handwritten initials and signature:*  
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North  $89^{\circ}17'48''$  East, thence, Northwesterly and Westerly along the arc of said curve, through a central angle of  $68^{\circ}12'30''$ , an arc length of 148.81 feet to a point of the Southeasterly Parcel line of said Parcel 2; thence, along said Parcel line, North  $89^{\circ}55'32''$  East, 132.55 feet to the beginning of a tangent 50.00 foot radius curve, concave Northwesterly; thence, Northeasterly along the arc of said curve, through a central angle of  $46^{\circ}41'00''$ , an arc length of 40.74 feet to the True Point of Beginning.

Together with those portions of Topaz Way and Complex Street and the Street Reservation adjacent to Parcel 2 of Parcel Map No. 11434 as vacated and closed to public use by the City of San Diego by document recorded June 28, 1983 as File No. 83-218343, which would revert to Parcel above described by operation of law.

Assessor's Parcel Number:        **369-040-4, 22, 23 and 24**

*[Handwritten signature]*  
JUN 5  
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EXHIBIT A  
CHARGER PRACTICE FIELD

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lots 11 through 16 inclusive of Murphy Canyon Gateway Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11502, filed in the Office of the County Recorder of San Diego County, May 2, 1986.

Assessor's Parcel Number: **421-392-01, 02, 03, 04 through 04; and 421-391-01 and 02**

*Handwritten signature/initials*



1 **DECLARATION OF SERVICE**

2 **GLEASON, et al. v. SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM, et al.**  
3 **GLEASON v. SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM**  
4 **WISEMAN v. BOARD OF ADMINISTRATION OF THE SAN DIEGO CITY**  
5 **EMPLOYEES' RETIREMENT SYSTEM**

6 **San Diego Superior Court Case No. GIC803779 (Consolidated with**  
7 **Case No. GIC810837 and Case No. GIC811756)**

8 I declare as follows:

9 I, the undersigned declare under penalty of perjury that I am employed in the County of  
10 San Diego, State of California. I am over the age of 18 and not a party to the within action; my  
11 business address is 16236 San Dieguito Road, Suite 4-14, P.O. Box 9374, Rancho Santa Fe,  
12 California 92067.

13 On July 23, 2004, I served the foregoing document(s) described as:

- 14 **1. [PROPOSED] JUDGMENT APPROVING SETTLEMENT OF CLASS**  
15 **ACTION;**

16 on the following:

17 **Michael A. Leone, Esquire**  
18 **Seltzer, Caplan, McMahon & Vitek**  
19 **750 B Street, Suite 2100**  
20 **San Diego, CA 92101**  
21 **Telephone: (619) 685-3075**  
22 **Facsimile: (619) 702-6832**

**Attorneys for Defendant**  
**San Diego City Employees'**  
**Retirement System**

23 **Timothy R. Pestotnik, Esquire**  
24 **Luce, Forward, Hamilton & Scripps LLP**  
25 **600 West Broadway, Suite 2600**  
26 **San Diego, CA 92101-3372**  
27 **Telephone: (619) 236-1414**  
28 **Facsimile: (619) 744-3685**

**Attorneys for Defendant**  
**City of San Diego**

BY MAIL - I am readily familiar with the firm's practice of collection and processing of  
correspondence for mailing with the United States Postal Service, and that the  
correspondence shall be deposited with the United States Postal Service this same day in  
the ordinary course of business pursuant to Code of Civil Procedure §1013(a).

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