SAN LUIS REY RIVER BOUNDARY SETTLEMENT
AND EXCHANGE - BLA NO. 192

PARTIES TO AGREEMENT:
CENTURY SOUTHWEST CORPORATION, a California Corporation;
NORTH COAST VILLAGE, LTD., a California limited partnership;
JOHN R. PREWITT, as his sole and separate property;
CAROL PREWITT MURPHY, as her sole and separate property;
JOHN R. PREWITT and CAROL PREWITT MURPHY, as co-trustees under the Will of Ray C. Prewitt, Deceased;
STATE OF CALIFORNIA;
CITY OF OCEANSIDE
SAN LUIS REY RIVER BOUNDARY SETTLEMENT
AND EXCHANGE - BLA NO. 192

This Agreement, entered into this ___ day of
December, 1979, by and between the STATE OF CALIFORNIA,
acting by and through its STATE LANDS COMMISSION and its
ATTORNEY GENERAL, GEORGE DEUKMEJIAN (referred to as "State"),
the CITY OF OCEANSIDE, a municipal corporation (referred to as
"City"), CENTURY SOUTHWEST CORPORATION, a California corporation,
NORTH COAST VILLAGE, LTD., a California limited partnership,
JOHN R. PREWITT, as his sole and separate property, CAROL PREWITT
MURPHY, as her sole and separate property, JOHN R. PREWITT and
CAROL PREWITT MURPHY, as co-trustees under the Will of
Ray C. Prewitt, Deceased (collectively and individually referred
to as "Private Parties"), each and all of which are parties to
this Agreement (collectively and individually referred to as
"Parties").

WITNESSETH:

WHEREAS, certain portions of the lands encompassed
within the Agreement Area, as defined in Article 1, were tide
and submerged lands at the time the State of California was
admitted to the Union and the remaining portions of said lands
were uplands at said time;

WHEREAS, the ordinary high water mark constitutes
the common boundary between uplands and tide and submerged lands;
WHEREAS, Private Parties, or some of them, claim to be
the owners of all right, title and interest of the uplands in the
Agreement Area by virtue of being the successors in interest to
the rights, title and interests created by virtue of the
following:

(a) Patent, Certificate No. 1045, dated June 20, 1883,
issued by the United States of America, to Andrew J. Meyers,
in Book 2, page 472 of Patents, in the Office of the County
Recorder of the County of San Diego;

(b) Patent, Certificate No. 2608, dated March 7, 1890,
issued by the United States of America, to John McCollough,
recorded March 17, 1893, in Book 8, page 344 of Patents in the
Office of the County Recorder of the County of San Diego;

WHEREAS, the State of California, by virtue of its
sovereignty, received all right, title and interest to the tide
and submerged lands within and adjoining the Agreement Area at
the time of its admission to the Union;

WHEREAS, all right, title and interest of the State of
California in the tide and submerged lands within and adjoining
the Agreement Area which lay under the waters of the Pacific
Ocean was granted to the City of Oceanside, in trust, pursuant
to provisions of Chapter 217, Statutes of 1963;

WHEREAS, the San Luis Rey River formed an estuary and
lagoon where it flowed into the waters of the Pacific Ocean, and
was, at the time of the State's admission to the Union, and, at
other times thereafter, has been, in the vicinity of the mouth of
said river, a tidal and navigable waterway and, as such, the bed
of said river, estuary, and lagoon below the ordinary high water
marks thereof consists of sovereign tide and submerged lands
which were not granted to the City under said Chapter 217;
WHEREAS, Chapter 217 of the Statutes of 1963, was repealed by Chapter 846, Statutes of 1979, which became effective on September 21, 1979;

WHEREAS, all right, title and interest of the State of California in all of the tide and submerged lands within and adjoining the Agreement Area was granted to the City of Oceanside, in trust, pursuant to the provisions of said Chapter 846 Statutes of 1979;

WHEREAS, the tide and submerged lands within and adjoining the Agreement Area as granted to the City of Oceanside are subject to the common law trust of commerce, navigation and fisheries for the benefit of all of the people of the State;

WHEREAS, the California Supreme Court in the case of Gion v. City of Santa Cruz (1970) 2 Cal.3d 29, recognized that the doctrine of implied dedication applies to shoreline areas whereby public access and recreational easements over such areas can arise from the public's use thereof for the prescriptive period of five years without asking or receiving permission from the owner, with actual or presumed knowledge of the owner, the owner not having attempted to halt such public use in any significant way during said period;

WHEREAS, the Attorney General represents the State in implied dedication matters;

WHEREAS, in January of 1978, representatives of the California Coastal Commission and the City of Oceanside requested that the Attorney General investigate whether public access and recreational easements had arisen over portions of the Agreement Area by virtue of past prescriptive use by the public;
WHEREAS, by November of 1978, it was the opinion of the Attorney General's Office, based on its investigation, that there was cause to believe that portions of the Agreement Area may be subject to public access and recreational easements;

WHEREAS, Private Parties by their construction of the North Coast Village apartment complex, by their construction of a seawall, by their filling of certain wetlands, by their erection of fences, and by their other actions, all of which have occurred at times since 1972 on certain portions of the Agreement Area, have called into question the extent of the aforementioned rights, if any, of the public, the State, and the City in the Agreement Area;

WHEREAS, the State Lands Commission at its December 20, 1978, meeting approved a resolution authorizing its staff and the Office of the Attorney General to take whatever steps necessary, including the initiation of litigation, "to protect the public's rights in the areas around the mouth of the San Luis Rey River," which areas included portions of the Agreement Area;

WHEREAS, in April of 1979, the State Lands Commission commenced an investigation to determine the location of the ordinary high water mark within the Agreement Area and thus the extent of sovereign lands within said Area;

WHEREAS, in May of 1979, initial investigation by the State Lands Commission indicated possible locations of the ordinary high water mark within the Agreement Area and the maximum extent of the potential sovereign lands claims of the / 
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4.
State and City in said Area, said maximum sovereign ownership claims determined on the basis of that which the State Lands Commission contends there is a reasonable possibility of sustaining in litigation;

WHEREAS, in May of 1979, the aforementioned investigation by the Attorney General's Office indicated the maximum extent of the potential public access and recreational easement claims of the State and City in the Agreement Area, said maximum easement claims determined on the basis of that which the Attorney General's Office contends there is a reasonable possibility of sustaining in litigation;

WHEREAS, in May of 1979, Private Parties, the State and City entered into negotiations with the purpose of resolving the conflicting private and public ownership and easement claims in the Agreement Area;

WHEREAS, said negotiations were undertaken with the understanding that the potential sovereign ownership and easement claims of the State and City would be based on their maximum possible claims;

WHEREAS, in May of 1979, the Parties did enter into negotiations which on May 17, 1979, resulted in an agreement in principle to resolve the conflicting private and public claims in the Agreement Area;
WHEREAS, at times prior to the construction of the North Coast Village apartment complex, there had been dedicated to the City of Oceanside for street purposes, that parcel of land, known as "Pacific Street," which extended through portions of the area presently occupied by the apartment complex;

WHEREAS, in 1972, as is reflected in the minutes of the Oceanside City Council meeting of November 22, 1972, and other writings, Private Parties, or some of them, and the City reached an agreement whereby the City would vacate the aforementioned street parcel and Private Parties would convey to the City certain parcels of land along the Santa Fe Railroad right-of-way, the purpose of this agreement being to relocate said Pacific Street so as to provide Private Parties with a contiguous area for the construction of said apartment complex;

WHEREAS, the Oceanside City Council did order by Resolution No. 75-137, adopted August 13, 1975, the vacation of said street parcel;

WHEREAS, Private Parties, or some of them, the City, the Atchison, Topeka and Santa Fe Railroad Company, and the Santa Fe Land Improvement Company did enter into and execute a written escrow agreement, dated July 28, 1976, whereby the Atchison, Topeka and Santa Fe Railroad Company was to convey, in fee, the aforementioned parcels along the Santa Fe Railroad right-of-way to the City in consideration of certain other property to be conveyed by Private Parties to the Santa Fe Land Improvement Company, the purpose of said escrow agreement being to fulfill the aforementioned obligation of the Private Parties to convey these railroad parcels to the City;

WHEREAS, the aforementioned escrow agreement has never been closed and fee title to said railroad parcels has never been conveyed to the City;
WHEREAS, the City still has claims of title to a street parcel in the North Coast Village apartment complex for Private Parties' failure to convey, or have conveyed, said railroad parcels to the City;

WHEREAS, the City has agreed to release its claims to said street parcel upon the conveyance of said railroad parcels to the City;

WHEREAS, it is agreed that this Agreement shall in no way affect the respective rights, title and interests, as such may exist, of the Parties and Others in lands located outside the Agreement Area;

WHEREAS, it is Private Parties desire that the Escrow provided for in this Agreement not close until the conversion of the North Coast Village into stock cooperatives or condominiums becomes effective as defined herein;

WHEREAS, there is doubt as to the extent, area and true boundaries of the uplands owned by Private Parties and the tide or submerged lands held in trust by the City of Oceanside within the Agreement Area;

WHEREAS, the precise last natural location of the San Luis Rey River, Lagoon and Estuary, the waters of the Pacific Ocean, and other historic waterways within and adjoining the Agreement Area is in dispute, and the rights of the parties hereto regarding the title to and boundaries of lands within and adjacent to former and present water channels and waterways within the Agreement Area consequently are disputed;

WHEREAS, there is a substantial doubt as to the extent, area and true boundaries of the public access and recreational easements which the State claims to exist in the Agreement Area by virtue of implied dedication in accordance with the case of Gion v. City of Santa Cruz (1970) 2 Cal.3d 29;
WHEREAS, a dispute has arisen between the Parties concerning their respective rights and interest in the Agreement Area, to wit: Private Parties claim fee title to the entire Agreement Area and deny, on a number of grounds, that the City and State have any easement or other rights except those Of Record in, to or over the Agreement Area and allege that, even assuming such easement or other rights do exist, the boundary thereof is located such that most of the Agreement Area is not subject thereto by reason of being uplands and by reason of the City and State having specifically terminated any such easement or other rights; the City and State, on the other hand, claim fee title to substantial portions of the Agreement Area on the grounds that such are sovereign tide and submerged lands or were dedicated, in fee, to the public by Private Parties' predecessors in interest and also claim easements and other rights over substantial portions of the Agreement Area on a number of grounds, including that such easements and other rights were expressly or impliedly dedicated to the public by Private Parties and their predecessors in interest;

WHEREAS, the Legislature of the State of California, to facilitate and in aid of the compromise, settlement and adjustment of these and similar problems, enacted Chapter 846 Statutes of 1979, and thereby authorized the City of Oceanside, subject to the necessary approvals of the State Lands Commission, to establish the ordinary high water mark of the trust lands granted by said statute and to exchange portions of such granted lands in order to settle any title and boundary disputes which arise relating to said lands whenever such exchange will not substantially interfere with trust uses and purposes and the lands received will be of equal or greater value;
WHEREAS, pursuant to section 6307 of the Public Resources Code and Chapter 846, Statutes of 1979, lands which are confirmed in private parties under exchanges in accordance with the preceding paragraph shall be free from the public trust for navigation and fishing "upon the adoption of a resolution by the State Lands Commission finding and declaring that such lands have been improved, filled, and reclaimed, and have thereby been excluded from the public channels and are no longer available, useful, or susceptible of being used for navigation and fishing and for other trust uses and purposes, and are no longer in fact tidelands or submerged lands."

WHEREAS, the State Lands Commission, pursuant to section 6357 of the Public Resources Code "... may establish the ordinary high water mark ... of any ... tide, or submerged lands of this State by agreement, arbitration, or action to quiet title, whenever it is deemed expedient or necessary...";

WHEREAS, under California Law, it is within the authority of the Attorney General, on behalf of the State and public, to investigate, assert, establish, relocate, compromise and settle claims of the public to access and recreational easements which have arisen in their favor by virtue of implied dedication in accordance with the case of Gion v. City of Santa Cruz (1970) 2 Cal.3d 29;

WHEREAS, the resolution of this title and boundary dispute would require protracted, costly, and vigorously disputed litigation based on uncertain evidentiary and legal issues if this dispute could not be resolved by settlement in lieu of litigation;

WHEREAS, the City and State, in exchange for relinquishing their claims to a small parcel of improved, filled and reclaimed property which is no longer covered by water and which is no longer useful for navigation, fishing, recreation, or
access, will acquire by this Agreement a parcel of land lying
landward of the agreed ordinary high water mark, Private Parties'
recognition of the public access and recreational easement over
another parcel of land lying landward of the agreed ordinary
high water mark, and release of Private Parties' claims to the
substantial areas herein agreed to be sovereign tide and submerged
lands lying waterward of the ordinary high water mark which
would not otherwise be available without litigation in the
absence of this Agreement;

WHEREAS, the State Lands Commission has appraised and
evaluated the interests in the parcels and other interests which
the City is to receive, in trust, as a result of this Agreement
and has determined that the market value of said interest is
equal to, or greater than, the value of the interest being given
up in the parcel to be conveyed and confirmed in the Private
Parties;

WHEREAS, the aforesaid exchange will not substantially
interfere with trust uses and purposes;

WHEREAS, the aforesaid exchange would provide greater
public rights in the Agreement Area and would directly benefit
the San Luis Rey River mouth and surrounding areas by providing
superior public facilities, access, navigation, fishing, and
recreational opportunities;

WHEREAS, the State Lands Commission and City of
Oceanside have found that it is prudent, expedient, in the best
interests of the State, the City, and the public, and in
furtherance of commerce, navigation and fishery that the afore-
mentioned exchange be effectuated by the execution of this
Agreement, and that the trust lands being exchanged have been
improved, filled and reclaimed and thus excluded from public
channels and are no longer available, useful or susceptible of
being used for navigation and fishing and other trust uses;
WHEREAS, the Attorney General, who is a party hereto by virtue of his authority to represent the State and public in matters relating to public access and recreation easements arising by virtue of implied dedication, has made an investigation and review of the facts and circumstances relating to the public's claims that portions of the Agreement Area are subject to such easements for purposes of access and recreation and the Private Parties' dispute of these claims, and has concluded that the agreement reached herein which will confirm, relocate, and compromise said claims is just, equitable and in the best interests of the public, the State, and the City;

WHEREAS, the State Lands Commission and City of Oceanside, having also reviewed the facts and circumstances relating to the aforementioned implied dedication claims of the public, are in agreement with the aforementioned conclusion of the Attorney General;

WHEREAS, the Parties hereto have reached an understanding as to the location of their common boundaries and their respective rights and interests in the Agreement Area which will permit legitimate utilization of said Area for public and private uses through the exchange of rights to certain lands within the Agreement Area based upon this resolution of the title and boundary problems;

WHEREAS, it is in the best interest of all Parties hereto that the record title to all lands within the Agreement Area be established and that all the title and boundary problems be resolved, and any and all questions relating thereto be forever set at rest;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:
ARTICLE 1
DEFINITIONS

1.1 Definitions of Particular Words and Phrases Used in The San Luis Rey River Boundary Settlement and Exchange - BLA No. 192. The words and phrases hereafter listed will be given the meaning indicated when used in this Agreement.

1.2 Agreement shall mean this San Luis Rey River Boundary Settlement and Exchange - BLA No. 192.

1.3 Agreement Area shall mean the area included within the aggregate of Parcels 1A, 1B, 1C, 2A, 2B, 3, 4A, and 4B as shown on the map attached as Exhibit C to this Agreement and entitled "San Luis Rey River Boundary Settlement and Exchange - BLA No. 192, Exhibit C."

1.4 Attorney General shall mean the Office of the Attorney General of the State of California.

1.5 Century Southwest Corporation shall mean Century Southwest Corporation, a California corporation.

1.6 Chapter 846 shall mean Chapter 846, California Statutes of 1979.

1.7 City when used herein shall mean the City of Oceanside, a municipal corporation, in the County of San Diego, State of California, and the City of Oceanside, as trustee, under the Statutory Tideland Grant as herein defined unless otherwise indicated.

1.8 Close of Escrow shall mean Close of Escrow as defined in Paragraph 7.12.

1.9 [Paragraph deleted.]

1.10 Effective Date shall mean the date this Agreement is effective, pursuant to Paragraph 7.10 hereof.
1.11 Escrow Agent shall mean Palos Verdes Escrow Co., Inc., a California corporation.

1.12 [Paragraph deleted.]

1.13 Granted Tidelands shall mean those sovereign tidelands and submerged lands granted by the State of California to the City of Oceanside pursuant to the provisions of Chapter 846, Statutes of 1979.

1.14 Matters of Record shall mean those muniments of title, including liens, encumbrances, conveyances and all other matters, which are disclosed by those records in the Office of the County Recorder of San Diego County, California, which impart constructive notice under the recording statutes of the State of California.

1.15 [Paragraph deleted.]

1.16 North Coast Village, Ltd., shall mean North Coast Village, Ltd., a California limited partnership.

1.17 Of Record shall mean disclosed by those pertinent records in the Office of the County Recorder of San Diego County, California, which impart constructive notice under the recording statutes of the State of California.

1.18 Owners of Record shall mean those entities who hold the record title, as herein defined, to land, interests in land, or liens or encumbrances on land or interests in land.

1.19 Parcel, Parcels, Parcel Number or Parcel Numbers, whether designated specifically or generally, shall mean a parcel or parcels of land located within the Agreement Area as are shown on the map of Exhibit C, defined in Paragraph 2.4, and as are individually described in Exhibits E through L, defined in Paragraphs 2.8 through 2.15.
1.20 Parties shall mean those parties specifically named on Page 1 as parties to this Agreement.

1.21 Private Parties shall mean said Parties excluding governmental entities.

1.22 Ray C. Prewitt Trust shall mean the Trust established under the Will of Ray C. Prewitt, Deceased, John R. Prewitt and Carol Prewitt Murphy being the Co-Trustees thereof.

1.23 San Luis Rey River Boundary Settlement and Exchange - BLA No. 192 shall mean this Agreement for the Determination by Compromise and Settlement of the Property Boundaries of the Respective Parties; for the Exchange and Conveyance of Certain Lands in the City of Oceanside, County of San Diego, State of California; for the Settlement of the Interests of the Respective Parties; for the Termination of the Common Law Public Use and Easement for Commerce, Navigation and Fishery as to Certain Portions of Said Lands; and the Rights, Duties and Obligations of the Respective Parties Hereto, and shall be the shortened title of this Agreement.

1.24 State Lands Commission shall mean the State of California acting by and through the State Lands Commission of the State of California.

1.25 State shall mean the State of California acting by and through the State Lands Commission and the Attorney General of the State of California.

1.26 Termination of Agreement shall mean Termination of Agreement as defined in Paragraph 7.15.

1.27 Uplands shall mean the lands within the Agreement Area which are landward of the Ordinary High Water Mark which is described in Paragraph 4.2 hereof, and whose title derives from either U.S. Patent No. 1045 or U.S. Patent No. 2608.
1.28 **U.S. Patent No. 1045** shall mean patent, Certificate No. 1045, dated June 20, 1883, issued by the United States of America, to Andrew J. Meyers, recorded August 29, 1883, in Book 2, page 472 of Patents, in the Office of the County Recorder of the County of San Diego.

1.29 **U.S. Patent No. 2608** shall mean patent, Certificate No. 2608, dated March 7, 1890, issued by the United States of America, to John McCollough, recorded March 17, 1893, in Book 8, page 344 of Patents in the Office of the County Recorder of the County of San Diego.

1.30 **Conversion Effective Date** shall mean the date on which an escrow first closes on the sale of a stock cooperative or condominium unit in North Coast Village as to which a Final Subdivision Public Report issued by the California Department of Real Estate is required.

1.31 **Others** shall mean persons and entities, other than those Parties named on Page 1 of this Agreement as specific parties hereto, who own lands or any interests in lands within or adjoining the Agreement Area but who do not sign a counterpart of this Agreement.

1.32 **Recitals** shall mean the recitals of the Parties which precede the provisions of this Agreement as are contained on Pages 1 through 11 hereof.

1.33 **Statutory Tideland Grant** shall mean that grant of sovereign tide and submerged lands made by the State of California to the City of Oceanside pursuant to the provisions of Chapter 846, Statutes of 1979.
ARTICLE 2
EXHIBITS

2.1 Designation of Exhibits. Attached to this Agreement, and incorporated herein for all purposes, are the exhibits listed in this Article.

2.2 Exhibits Considered Correct. The exhibits set forth in this Article shall be considered as true and correct for all purposes of this Agreement unless and until they are revised or corrected by the mutual agreement of the Parties.

2.3 Reference to Exhibits. Whenever in this Agreement reference is made to any of the exhibits, such reference shall mean the latest revision thereof, including appropriate supplements, submitted to and approved by the Parties to this Agreement.

2.4 [Exhibit A deleted.]

2.5 [Exhibit B deleted.]

2.6 Exhibit C, being a map entitled "San Luis Rey River Boundary Settlement & Exchange - BLA No. 192, Exhibit C," hereinafter referred to as Exhibit C.

2.7 Exhibit D, Further Escrow Instructions.
2.8 Exhibit E, legal description of the lands contained within Parcel 1A as shown on the map of Exhibit C.

2.9 Exhibit F, legal description of the lands contained within Parcel 1B as shown on the map of Exhibit C.

2.10 Exhibit G, legal description of the lands contained within Parcel 1C as shown on the map of Exhibit C.

2.11 Exhibit H, legal description of the lands contained within Parcel 2A as shown on the map of Exhibit C.

2.12 Exhibit I, legal description of the lands contained within Parcel 2B as shown on the map of Exhibit C.

2.13 Exhibit J, legal description of the lands contained within Parcel 3 as shown on the map of Exhibit C.

2.14 Exhibit K, legal description of the lands contained within Parcel 4A as shown on the map of Exhibit C.

2.15 Exhibit L, legal description of the lands contained within Parcel 4B as shown on the map of Exhibit C.

2.16 Exhibit M, legal description of the line agreed herein to be the common boundary between the Uplands and the Granted Tidelands as shown on the map of Exhibit C.
ARTICLE 3
CONSIDERATION

3.1 Consideration Set Forth Herein Exclusive.
The mutual promises and covenants of the Parties hereto, the
lands, easements, and other documents to be given, received and
exchanged, and the benefits flowing directly and indirectly
to the Parties hereto, shall be the full and complete
amount of consideration. The Parties hereto agree that the
aforesaid consideration is adequate and sufficient.
ARTICLE 4
BOUNDARY LINE AGREEMENT AND EXCHANGE OF LANDS
AND OTHER RIGHTS

4.1 Preamble and Disclaimer. Due to the uncertainties and disputes as to the physical locations of the boundaries of the Uplands and the Granted Tideland and the uncertainty and disputes as to extent of lands actually encompassed within said lands, one of the purposes of this Article 4 is to determine and fix the boundaries of the Parcels and the respective interests of the Parties within the Agreement Area. In consideration of such boundary line agreement, the other purpose of this Article 4 is to exchange title and other rights to certain areas within the Agreement Area. It is expressly understood by all Parties that the provisions set forth in this Agreement and, in particular, this Article 4 have been determined for purposes of compromising and settling boundary and other disputes between the Parties as are set forth in the Recitals, hereof. The boundary lines, the confirmations of title and other interests, and the conveyances agreed upon in this Article shall not constitute admissions, nor presumptions under section 622 of the California Evidence Code, nor shall they be construed as any expression on the part of any Party in the event that this Agreement does not become effective pursuant to Paragraph 7.10 or in the event this Agreement terminates pursuant to Paragraph 7.15.

4.2 Agreed Boundaries – Ordinary High Water Mark.
In order to locate, describe and permanently establish and fix the common boundary between the Uplands and the Granted Tidelands within the Agreement Area, the Parties to this Agreement hereby agree that said common boundary shall be a line particularly described in Exhibit M, which line is also depicted on Exhibit C. The Parties further agree that said line is a portion of the Ordinary High Water Mark of the tide and submerged lands commonly
known as the San Luis Rey River, Lagoon and Estuary and the 
waters of the Pacific Ocean. This agreed boundary line shall be 
permanently fixed and shall not move as a result of accretion, 
avulsion, reliction, or erosion, nor any other natural or un-
natural causes or events. It is further agreed that this Agree-
ment shall in no way establish or otherwise affect the locations 
of any other portions of the Ordinary High Water Mark.

4.3 Agreed Boundaries - City Trust Lands.

The Parties hereto do agree and confirm that the City, as Trustee, 
by virtue of Statutory Tideland Grant contained in Chapter 846, 
Statutes of 1979, is vested with all right, title and interest in 
Parcels 1A and 1B, as shown on the map of Exhibit C and described 
in Exhibits E and F, and said Parcels shall by this Agreement and 
confirmation be deemed to have been sovereign lands not included 
within or conveyed by either U.S. Patent No. 1045 or U.S. Patent 
No. 2608 and shall be deemed to have remained continually to and 
through the Effective Date of this Agreement to be a part of the 
sovereign lands conveyed in trust to the City by Chapter 846, 
which lands were never a part of nor included within the lands 
conveyed by said U.S. Patents.

4.4 Agreed Boundaries - Uplands. The Parties 
hereto do agree and confirm that the legal entities who are 
grantees of the Patentees of or are grantees of persons whose 
titles derive from U.S. Patent No. 1045 and U.S. Patent No. 2608, 
are vested with fee title or a lesser interest, as may be 
disclosed by the Public Records in the Office of the County 
Recorder of San Diego County, in the Uplands of the Agreement Area 
which are agreed to be Parcels 1C, 2A, 2B, 3, 4A and 4B, as shown 
on the map of Exhibit C and described in Exhibits G, H, I, J, K 
and L. Furthermore, said Uplands Parcels, by this Agreement and 
confirmation, shall be deemed to have been part of the lands 
conveyed by said U.S. Patents and be deemed to have remained
continually thereafter, to and through the Effective Date of this Agreement to be part of the lands that are derived in title from said U.S. Patents.

4.5 **Easements, Liens and Other Interests in Uplands.**

The fee title or lesser interests hereby confirmed by Paragraph 4.4 shall, subject to the provisions of Paragraphs 4.6, 4.7 and 4.8, remain subject to such exceptions, reservations, easements (including street and sidewalk easements), covenants, conditions, liens and other encumbrances, if any, which are current, valid and binding on the Effective Date of this Agreement.

4.6 **Conveyance of Upland Parcel 1C to the City.**

In consideration of this Agreement, including the agreement by the State and City as to the location of the Uplands as set forth in Paragraph 4.4 and the location of the area subject to public recreational easements as set forth in Paragraph 4.7, and in exchange for the relinquishment and quitclaim, subject to the provisions of Paragraphs 4.5, 4.7 and 4.8, by the State and the City of all their right, title and interest, in Uplands Parcels 2A, 2B and 3, as set forth in Article 5, Private Parties agree to grant, in fee simple, Parcel 1C to the City in trust, free of all exceptions, reservations, easements, covenants, conditions, liens and other encumbrances except those approved by the State and City. It is further agreed by the Parties that the common law trust for commerce, navigation and fisheries shall attach to Parcel 1C and said Parcel shall become part of the Granted Tideland under the provisions of Chapter 846, Statutes of 1979.

4.7 **Public Access and Recreational Easements Over Uplands.** Parties hereto agree and confirm that Upland Parcel 2A, is subject to public access and recreational easement. Parties hereto further agree and confirm that Upland Parcels 2B and 3 are not subject to such public access and recreational easements.
In consideration of the above, Private Parties further agree to dedicate easements in Parcel 2A to the City, in trust for the public, for purposes of public access and recreational use, subject to reasonable regulation under the City's police powers, as is provided in Paragraph 5.5. In consideration of the above confirmations and dedications, and in recognition of Private Parties need to protect the buildings which are presently located on Parcels 2B and 3 by means of the revetment which is presently situated on and beneath the surface of Parcel 2A, the Parties hereby agree that Parcel 2A may be utilized, in a non-exclusive manner, by Private Parties for the continued maintenance of said revetment.

4.8 Settlement of Dispute Involving Street Easements and Other Potential Rights and Interests in Upland Parcels 2B, 4A and 4B. The Parties hereto recognize that the City has potential claims to fee ownership, for street purposes, in Parcel 2B. The City agrees to convey all of its right, title and interest in Parcel 2B to the Private Parties. In consideration thereof and other matters, including those set forth in the Recitals, Private Parties agree, before the Close of Escrow, to grant or have granted, to the City, or to deposit $70,000 with the Escrow Agent, for the purchase by the City of Parcels 4A and 4B, in fee simple, for street and parking purposes, free and clear of all exceptions, reservations, easements, covenants, conditions, liens and other encumbrances except those approved by the City. Should Private Parties deposit said $70,000 with the Escrow Agent, the Escrow Agent shall transfer said amount to the City upon Close of Escrow. The City agrees that said $70,000 shall be used for the purchase of said Parcels and that if the purchase price is less than $70,000 the remainder of said amount shall be returned to Private Parties. Private Parties agree that if the purchase price is greater than $70,000 then Private Parties will pay the difference to the City so long as the purchase of the
Parcels is completed within two years of the Close of Escrow hereof. Private Parties may elect to have the purchase price determined by condemnation proceedings; if they so elect, the cost of said condemnation proceedings are to be borne by Private Parties. The State agrees to confirm the City's fee ownership of said parcels once such conveyance is completed.

4.9 Restriction of Use of Northerly Ten Feet of Upland Parcel 3. In consideration of the provisions of this Article 4 and subject to Paragraph 4.5, Private Parties agree to restrict the surface use of the northerly ten (10) feet of Upland Parcel 3 to landscaping, fences, walkways, trash bins and enclosures and vehicular access thereto, and directional signs only. It is further agreed that Private Parties will execute for recording, a separate document which shall further establish this restrictive covenant and that said document shall note that said covenant is for the benefit of the adjacent property interests held by the City in trust and that said covenant is binding upon Private Parties' heirs, successors and assigns and shall run with the land. It is further agreed that said recorded document shall describe this ten foot strip, which is subject to said covenant, using a metes and bounds description.

4.10 No Effect on Other Areas. It is expressly understood by all Parties hereto that the provisions set forth in this Article have been determined for purposes of compromising and settling boundary disputes between the Parties within the Agreement Area. The boundary lines, the confirmations of title and other interests, and conveyances agreed upon in this Article do not constitute admissions, nor are they construed as any expression on the part of any Party concerning the extent or boundaries of any other tide or submerged lands or other interests in areas outside the Agreement Area.
ARTICLE 5
QUITCLAIMS AND OTHER APPROPRIATE DOCUMENTS
TO BE ISSUED BY THE PARTIES IN CONFIRMING
THE BOUNDARY LINE AGREEMENT AND LAND EXCHANGES

5.1 Preamble. To establish record confirmation
of the titles and interests held and to be granted by the Parties
in the Parcels within the Agreement Area pursuant to Article 4,
the Parties will execute and deliver to Escrow Agent appropriate
confirmation documents as specified in this Article 5. All of
the titles, boundaries and other interests confirmed and granted
in this Article 5 by quitclaim deeds and other appropriate
documents are subject to current, valid and binding covenants,
conditions, easements, reservations, exceptions, liens and otherencumbrances, any of which are disclosed Of Record, as specified
in Paragraph 4.5 subject, however, to the provisions of
Paragraphs 4.6, 4.7 and 4.8.

5.2 City Documents Confirming the Fee Ownership
of Uplands Parcels 2A, 2B, and 3 in Private Parties. The City
agrees that as trustee of the rights and interests acquired by
the City through the Statutory Tideland Grant it will execute
and deposit with the Escrow Agent one or more quitclaim deeds
which shall convey any and all of its right, title and interest,
except as provided by Paragraphs 4.5, 4.7 and 4.8, in Parcels 2A,
2B and 3 to Private Parties.

5.3 State Documents Confirming the Fee Ownership
of Uplands Parcels 2A, 2B, and 3 in Private Parties. The State,
as trustor and beneficiary of the Statutory Tideland Grant to
the City of Oceanside and as trustee for the public of any public
access and recreational easements arising by virtue of implied
dedication, will execute and deposit with the Escrow Agent one
or more quitclaim deeds which shall convey all its right, title
and interest, except as provided by Paragraphs 4.5, 4.7 and 4.8, in Parcels 2A, 2B and 3 to the Private Parties.

5.4 Private Parties Documents Confirming Fee Ownership of Granted Tideland Parcels 1A and 1B in City.

To establish record confirmation of the title of the City in Granted Tideland Parcels 1A and 1B, Private Parties agree to execute and deposit with the Escrow Agent one or more quitclaim deeds which shall convey all their right, title and interest in Parcels 1A and 1B to the City, as trustee under the Statutory Tideland Grant.

5.5 Private Parties Documents Granting Fee Ownership of Uplands Parcel 1C to City. Private Parties agree to execute and deposit with the Escrow Agent one or more appropriate conveyances which shall grant, in fee simple, Parcel 1C to the City, as trustee under the Statutory Tidelands Grant.

5.6 Private Parties Documents Granting Fee Ownership of Uplands Parcels 4A and 4B to City. Private Parties agree to execute and deposit with, or have executed and deposited with, the Escrow Agent one or more appropriate conveyances which shall grant, in fee simple for street and parking purposes, those lands designated on Exhibit C as Parcels 4A and 4B. Notwithstanding the preceding, Private Parties may in the alternative deposit $70,000 with the Escrow Agent for the purchase by the City of said Parcels 4A and 4B as specified in Paragraph 4.8.

5.7 Easements, Liens and Other Encumbrances to be Allowed in Parcels 1A, 1B, 1C, 4A and 4B. It is further agreed that if the quitclaim deeds and other appropriate conveyances made pursuant to Paragraphs 5.4, 5.5 and 5.6 are not sufficient to vest fee simple title to Parcels 1A, 1B and 1C in the City, as trustee, and to vest fee simple titles to Parcels 4A and 4B, for
street and parking purposes, in the City, free and clear of all exceptions, reservations, easements, covenants, conditions, liens and other encumbrances, except those approved by the State and City, Private Parties shall also deliver, or have delivered, to the Escrow Agent quitclaim deeds or other appropriate conveyances which shall be sufficient to clear and free the title of said Parcels from such exceptions, reservations, easements, covenants, conditions, liens and other encumbrances which originated or in any way derived through mesne conveyances from or mesne encumbrances by Private Parties. Any waiver, partial waiver, or modification of the provisions of this Paragraph must be approved by the State and City.

5.8 Acceptance of the Confirmations and Grants of Parcels 1A, 1B, 1C, 4A and 4B by the City of Oceanside.
The City agrees to accept the quitclaim deeds and other appropriate conveyances made pursuant to Paragraphs 5.4, 5.5, 5.6 and 5.7 upon Close of Escrow.

5.9 Private Parties Documents Dedicating a Public Access and Recreational Easement Over Parcel 2A to the City.
In accordance with Paragraph 4.7, Private Parties agree to execute and deliver to the Escrow one or more appropriate conveyances which shall grant a non-exclusive access and recreational use easement over Parcel 2A to City, in trust for the public. It is further agreed that said conveyance shall not be made subject to any exceptions, reservations, covenants, conditions or other easements except those provided for in Paragraph 4.7, or otherwise approved by the State and the City.
5.10 Private Parties Documents Restricting Use of the Northerly Ten Feet of Parcel 3. Private Parties agree to execute and deliver to the Escrow Agent one or more documents sufficient to establish a covenant which restricts Private Parties and their heirs', successors', and assigns' surface use of the northernmost ten foot strip of Parcel 3 as specified in Paragraph 4.9.
ARTICLE 6

FINDINGS, DETERMINATIONS, DECLARATIONS
AND APPROVALS OF THE STATE OF CALIFORNIA

6.1 Findings and Determinations by the State
Lands Commission - Exchange of Lands and Other Rights. The State
Lands Commission hereby finds and determines that the settlement
of the boundary title and other disputes by this Agreement, which
settlement includes the exchange of lands and other rights, is in
the best interests of the State for the improvement of navigation
and for the other purposes specified in Section 2 of Chapter 846,
Statutes of 1979, that it will not substantially interfere with
trust uses and purposes, including the rights of navigation and
fishing in the waters involved and in fact will enhance and enlarge
public rights and utilization of said waterways for trust purposes,
and that the City will receive lands and interests in lands, in
trust, of equal or greater in value than any such lands or interests
relinquished by the City and State pursuant to this Agreement.

6.2 Approval of Agreement, Including the Exchange
of Lands and Other Rights, the Establishment of the Ordinary High
Water Mark, and City Acts Pursuant Hereto by the State Lands
Commission. The State Lands Commission hereby approves the
provisions of this Agreement, including the exchange of lands and
other rights, the establishment of the ordinary high water mark,
and the acts to be performed by the City which are to be effected
pursuant to the provisions of this Agreement.

6.3 Findings and Declarations by the State Lands
Commission - Termination of the Common Law Trust for Commerce,
Navigation and Fishery. The State Lands Commission hereby finds
and declares that, upon the Close of Escrow, the Uplands
Parcels 2A, 2B and 3, or the portions thereof, which may at one
time have had surface elevations below the ordinary high water
mark, presently have surface elevations above the ordinary high
water mark, have been improved, filled, and reclaimed and have
thereby been excluded from the public channels and are no longer
available, useful, or susceptible of being used for commerce,
navigation and fishing and for other trust purposes, and are no
longer in fact tidelands or submerged lands and therefore shall be
freed from the common law trust for commerce, navigation and
fishery.

6.4 Findings, Determinations and Declarations by
the Attorney General - Public Access and Recreational Easements.
The Attorney General of the State of California hereby finds and
determines that the settlement of the public's claims that portions
of the Agreement Area are subject to public access and recreational
use easements, by virtue of implied dedication, as set forth in
this Agreement and particularly in Paragraph 4.7 is just,
equitable and in the best interest of the public and all Parties
hereto. Based upon these findings and determinations, the
Attorney General hereby declares that, upon the Close of Escrow,
Uplands Parcels 2B and 3 are not subject to any such public access
and recreational use easements and that the only such public
access and recreational use easements on Parcel 2A are as
specifically set-forth by this Agreement.

6.5 Approval of Agreement by the Attorney General.
The Attorney General of the State of California hereby approves
the provisions of this Agreement.

/ / / / / / / / / /
ARTICLE 7

ESCROW AGENT AND PERIOD, TITLE INSURANCE, EFFECTIVE DATE, RECORDATION AND TERMINATION OF AGREEMENT

7.1 Designation of Escrow Agent. The Parties hereto and Other Parties, designate and hereby authorize Palos Verdes Escrow Co., Inc., a California corporation, to act as the Escrow Agent for all purposes of this Agreement. Palos Verdes Escrow Co., Inc., as the designated Escrow Agent under this Agreement, is directed to accept a fully executed (or conformed) copy of this Agreement as the instructions of the Parties hereto, with the understanding that it shall have no obligation with respect to those matters which, although an agreement between the Parties, will not be a part of the escrow, but which, according to their terms, will survive the closing of this escrow.

7.2 Acceptance by Escrow Agent. The Escrow Agent shall execute a counterpart to this Agreement for the limited purpose of accepting the rights, duties and responsibilities set forth in this Agreement pertaining to the Escrow Agent. Duties and responsibilities of the Escrow Agent, in addition to those set forth elsewhere in this Agreement, are included in Exhibit D attached to this Agreement. Additional escrow instructions received from the Parties to this Agreement, or any of them, shall be attached to said Exhibit D as received.

7.3 Compensation and Reimbursement for Expenses. Escrow Agent shall specify a reasonable fee for services following consultation with the Parties hereto. In addition thereto, the Escrow Agent shall be reimbursed for all expenses incurred in the execution of its duties pursuant to this Agreement. Except as otherwise specifically provided herein, said compensation and reimbursement
shall be paid by Private Parties, or some of them.

7.4 Escrow Agent Not to Prepare Instruments or Documents. The Escrow Agent shall not be called upon to prepare any of the instruments or documents required by this Agreement.

7.5 Escrow Agent to Record All Instruments or Documents; Effective Date of Said Instruments or Documents. Unless specifically provided to the contrary in this Agreement, or unless the Escrow Agent has been discharged pursuant to Paragraph 7.7, all grants, quitclaims, maps, and other instruments or documents shall be deposited with the Escrow Agent. The Escrow Agent, when appropriate and timely, is authorized and shall record said instruments and documents in the Office of the County Recorder of San Diego County. None of the instruments or documents to be recorded, which are required to effectuate the provisions of this Agreement shall be effective until so recorded. Recordation of any additional instruments or documents delivered to the Escrow Agent by the Parties to this Agreement, or Others, with instructions for recording, if necessary or proper in the issuance of the policies of title insurance called for or to settle titles or boundaries, is authorized, provided such instruments or documents are recorded in accordance with the provisions of this Article.

7.6 Depositing of Funds Received by Escrow Agent. All funds received by Escrow Agent pursuant to the provisions of this Agreement shall be deposited with other escrow funds in a general escrow account, or accounts, of Escrow Agent, or with any state or national bank doing business in the State of California, and may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of Escrow Agent.
7.7 Discharge of Escrow Agent Upon Completion of Duties. When the Escrow Agent has filed for record and recorded all instruments and documents pursuant to and as required by the provisions of this Agreement, it shall distribute all instruments and documents remaining in its custody and deliver the policies of title insurance to the appropriate Parties. Upon completion thereof, the Escrow Agent shall give notice to the Parties that it has completed its duties and responsibilities and, absent an objection from any Party within ten (10) days thereafter, shall be discharged of any further duties and responsibilities hereunder. During said ten (10) day period, any Party may object to the Escrow Agent being discharged if any duties or responsibilities remain for the Escrow Agent to accomplish. Said objection shall be given in writing and in the manner for giving notices herein. The effect of such objection shall be to prevent the discharge of the Escrow Agent until said objection is withdrawn, another notice of completion has been given, and a ten (10) day period without objection from any Party has run.

7.8 City's Title Insurance Policy. The Escrow Agent is hereby authorized and directed to obtain for the City, within thirty (30) days after the recording, pursuant to this Article, of the documents and conveyances which will effect the confirmations and exchanges to be made under this Agreement, a CLTA Standard Coverage Policy of title insurance with title company liability in the amount of 1.7 million dollars ($1,700,000) insuring the title of the City, whether held in its proprietary capacity or as trustee, fee title in and to Parcels 1A, 1B, 1C, 4A and 4B and a non-exclusive public access and recreational use easement in Parcel 2A, subject only to the terms of this Agreement. Prior to the recording of any documents or conveyances pursuant to this Agreement, except for the Agreement itself, the Escrow Agent shall supply a Preliminary Title Report to the City Attorney of the City.
and the Attorney General who within thirty (30) days, after receipt thereof, shall notify the Escrow Agent in writing whether the condition of title to said Parcels is such that upon the recording of the documents and conveyances required by this Agreement, title will become vested in the City, as trustee or otherwise as specified in this Agreement, and in an otherwise satisfactory manner. Failure of the City Attorney and the Attorney General to so notify the Escrow Agent within the thirty (30) day period shall constitute approval of the condition of title as set forth in the Preliminary Title Report. If, in the opinion of the City Attorney or the Attorney General, the condition of title is not such that it will vest in the City as herein specified, no documents and conveyances shall be recorded by the Escrow Agent until it receives, in writing, a statement from the City Attorney of the City and the Attorney General that any impediments to title being reported as required by this Agreement have been removed. When the Escrow Agent is notified that the condition of title is as required by this Agreement, it may then proceed to record the documents and conveyances to be given and received as required by this Agreement. The cost of the Preliminary Title Report and policy of title insurance shall be paid by Private Parties, or some of them.

7.9 Private Parties' Title Insurance. Prior to the recording of any documents or conveyances pursuant to this Agreement, except for the Agreement itself, the Escrow Agent shall, at the request of Private Parties, or some of them, supply a Preliminary Title Report to the Private Parties who so request. Within ten (10) days, after receipt thereof, such Private Parties shall notify the Escrow Agent in writing whether the condition of title to Parcels 2A, 2B, and 3 is such that upon the recording of the documents and conveyances required by this
Agreement, title will become vested in Private Parties, or their successors in interest, as specified in this Agreement. Failure of such Private Parties to so notify the Escrow Agent within the ten (10) day period shall constitute approval of the condition of title as set forth in the Preliminary Title Report. If, in the opinion of such Private Parties, the condition of title is not such that it will vest in Private Parties, or their successors in interest, as herein specified, no documents and conveyances shall be recorded by the Escrow Agent until it receives, in writing, a statement from such Private Parties that any impediments to title being reported as required by this Agreement have been removed. When the Escrow Agent is notified that the condition of title is as required by this Agreement, it may then proceed to record the documents and conveyances to be given and received as required by this Agreement. The cost of the Preliminary Title Report and policy of title insurance shall be paid by Private Parties, or some of them.

7.10 Effective Date and Recordation of Agreement.

This Agreement, when executed by any Party or Parties, deposited with the Escrow Agent, and such executed copy is recorded in the Office of the San Diego County Recorder, shall constitute an irrevocable offer to enter into this Agreement by the executing Party or Parties. Such an irrevocable offer shall expire on April 30, 1980, and, during the period of said offer, it shall have the effect on the Party's or Parties' respective heirs, administrators, executors, successors and assigns as provided in Paragraphs 8.10 and 8.11. It shall be the duty of the Escrow Agent to record such an irrevocable offer in the Office of the San Diego County Recorder immediately upon receipt thereof. Such an irrevocable offer shall be accepted upon and this Agreement shall become effective when all Parties hereto have executed and deposited a fully executed counterpart of this Agreement with the Escrow Agent and a copy of such counterpart is recorded in the
Office of the San Diego County Recorder. It shall be the duty of the Escrow Agent to record such a fully executed counterpart of this Agreement immediately upon deposition thereof. Within one (1) day after the recording of such an irrevocable offer or fully executed counterpart of this Agreement, notices shall be mailed to all Parties by the Escrow Agent stating that such an irrevocable offer or such counterpart has been recorded and the date of such recording.

7.11 [Paragraph deleted.]

7.12 Close of Escrow Defined. For purposes of this Agreement, the term "Close of Escrow" shall mean that point in time when all of the following events occur or have been accomplished: (a) this Agreement shall have become effective as provided in Paragraph 7.10; (b) the North Coast Village apartment complex is converted which event, it is agreed, will have occurred on the Conversion Effective Date as such Date is defined in Paragraph 1.30; (c) the Escrow Agent shall have obtained from the State and City, and from such of the Private Parties as may be necessary, approval of the condition of titles as set forth in the Preliminary Title Reports to be issued pursuant to the provisions of Paragraphs 7.8 and 7.9; and (d) all boundary settlement, confirmation and land exchange instruments and documents necessary to accomplish the provisions of the paragraphs of this Agreement, particularly as provided for in Article 5 hereof, shall have been deposited with the Escrow Agent.
7.13 Recordation of Instruments and Documents to Effect the Provisions of this Agreement Upon Close of Escrow.

All instruments and documents prepared pursuant to the terms of this Agreement as are necessary or appropriate to accomplish the provisions of this Agreement shall be recorded upon the Close of Escrow, as that term is defined in Paragraph 7.12.

7.14 Escrow Period. The maximum period in which all acts necessary for the Close of Escrow, as that term is defined in Paragraph 7.12, shall be accomplished is two (2) years from the date this Agreement becomes effective, pursuant to the provisions of Paragraph 7.10.

7.15 Termination of Agreement. For purposes of this Agreement the term "Termination of Agreement" shall mean the expiration of the period specified in Paragraph 7.14 hereof, prior to the "Close of Escrow" as defined in Paragraph 7.12. Should said expiration occur, this Agreement shall terminate on the date the Escrow Agent receives written notification of said occurrence from a Party (other than the Escrow Agent) to this Agreement. Immediately upon receipt of said notification, the Escrow Agent shall execute a Certificate reflecting said fact and that, consequently, this Agreement has been terminated, shall record a copy thereof in the Office of the County Recorder of San Diego County, and shall give notice of this fact to the Parties. Upon recordation of said Certificate, this Agreement, except as to those acts required to be performed upon termination of this Agreement, shall be of no further force and effect and all acts performed pursuant thereto shall have no significance whatsoever. It is specifically understood that this Agreement is in compromise and settlement of certain title and boundary problems within the Agreement Area, consequently, should this Agreement be terminated, as herein provided, nothing contained in
or done pursuant to this Agreement shall constitute any admissions
or be construed as an expression on the part of any Party hereto,
concerning any matter set forth in, or done pursuant to this
Agreement. The Escrow Agent then shall return all instruments,
documents and money deposited with it to the Party or Others
which furnished such instruments, documents or money, for such
action as may be appropriate. All Parties in the event of the
Termination of Agreement, shall bear their own costs. Private
Parties shall compensate the Escrow Agent for services it
rendered, and reimburse it for expenses incurred, in accordance
with the provisions of Paragraph 7.3 hereof.
ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Separate Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate of the counterparts had signed the same instrument.

8.2 Signature Page. Any signature page of this Agreement may be detached by the Escrow Agent from any counterpart of this Agreement without impairing the effect of any signatures thereon, and may be attached to another counterpart of this Agreement, identical in form hereto but having attached to it one or more additional signature pages.

8.3 Acknowledgments. In execution of this Agreement, each Party shall furnish sufficient acknowledgments and certificates as may be necessary to duly record, in the Office of the County Recorder of San Diego County, the execution thereof.

8.4 Gender. As used herein, whenever the context so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meaning regardless of the grammatical form, number or tense of such terms.

8.5 Headings. The table of contents and the title headings of the respective Articles and Paragraphs of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

8.6 Authorized Signatures — City. The Oceanside City Manager, or such other person as may be designated by written notice of the City to the Escrow Agent, is hereby
authorized, without further action of the Oceanside City Council, to execute all grants, conveyances, easements, quitclaims, licenses, acceptances and other documents required or authorized to be given or accepted by the City pursuant to the terms and conditions of this Agreement, provided each document is approved as to form by the City Attorney.

8.7 Authorized Signature - State. The Executive Officer of the State Lands Commission is hereby authorized, on behalf of the State, to approve any quitclaim, conveyance, acceptance or other document executed by the City in conformity with the terms and conditions of this Agreement, and to execute any quitclaim, conveyance or other document and map necessary to effectuate the provisions of this Agreement, after receiving the approval of the Attorney General as to form without further action of the Commission.

8.8 Authorized Signatures - Private Parties. Each of the Private Parties shall designate, by written notice to the Escrow Agent, those persons who are hereby authorized, without further action by such Private Party, to execute for such Private Party any and all quitclaims, conveyances, easements, licenses and other documents required by this Agreement, and to accept on behalf of such Private Party all conveyances, grants, quitclaims, licenses, easements and other documents to be given such Private Party pursuant to this Agreement.

8.9 Notices. All notices required or permitted to be given to a Party hereto or Others or to the Escrow Agent, by the provisions of this Agreement shall be deemed to have been given twenty-four (24) hours after such notice is deposited in the United States mail, as registered or certified mail with postage thereon fully prepaid, addressed to such Party or Other Party at its address set forth under or opposite its signature to this
Agreement, or when such notice is filed as a telegram with Western Union Telegraph Company, or any successor in interest of said telegraph company, addressed as above provided with all charges thereon fully prepaid. Any notice given in any other fashion shall be deemed to have been given when actually received by the addressee. Any Party may change its address by giving written notice to all other Parties and the Escrow Agent. A copy of all notices given by a Party or Others also shall be given to the Escrow Agent, and said Notice shall not be effective until deemed given to both the Party to receive it and the Escrow Agent, pursuant to the provision of this Paragraph. The addresses of the Parties hereto are as follows:

(a) The "State"
State of California
c/o State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: Alan Scott,
and
State of California
c/o Attorney General George Deukmejian
3580 Wilshire Boulevard
Los Angeles, CA 90010
Attention: Robert G. Collins

(b) The "City"
City of Oceanside
321 North Nevada
Oceanside, CA 92054
Attention: Ronald E. Null, City Attorney

(c) Century Southwest Corporation
11858 La Grange
Los Angeles, CA 90025
Attention: Tom Murphy

/ / / / /
(e) North Coast Village, Ltd.
c/o Century Southwest Corporation
11858 La Grange
Los Angeles, CA 90025
Attention: Tom Murphy

(f) "Ray C. Prewitt Trust"
c/o John R. Prewitt and Carol Prewitt Murphy
c/o Century Southwest Corporation
11858 La Grange
Los Angeles, CA 90025
Attention: John R. Prewitt

(g) John R. Prewitt
c/o Century Southwest Corporation
11858 La Grange
Los Angeles, CA 90025

(h) Carol Prewitt Murphy
c/o Century Southwest Corporation
11858 La Grange
Los Angeles, CA 90025

(i) The "Escrow Agent"
Palo's Verdes Escrow Co., Inc.
1807 South Catalina Avenue
Redondo Beach, CA 90277
Attention: Marilyn Rutter

Copies of any notices sent to Century Southwest Corporation,
North Coast Village, Ltd., "Ray C. Prewitt Trust,"
John R. Prewitt, or Carol Prewitt Murphy shall also be sent simultaneausly to:

Fulop, Rolston, Burns & McKittrick
9665 Wilshire Boulevard
Beverly Hills, CA 90212
Attention: K. Phillip Knierim

8.10 Successors and Assigns. The terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the Parties.

8.11 Effect of Transfers. Any transfer, assignment, hypothecation or conveyance of all or any part of any interest owned by any Party with respect to any Parcel within the Agreement Area shall be subject to the terms and provisions of this Agreement. It is specifically covenanted and agreed that Private
Parties will reserve from their proposed stock cooperative or condominium conversion all rights, title and interest in the lands to be conveyed and confirmed in the City under the terms of this Agreement.

8.12  Conveyances to a Public Body. Any conveyance to a public body which is a Party to this Agreement, pursuant to the terms of this Agreement, shall be accepted by the public body, and evidence of said acceptance shall be endorsed upon the instrument of conveyance, or attached to it, before the conveyance is recorded.

8.13  Severability Clause. The Parties agree that all provisions of this Agreement which remain to be performed after the Close of Escrow shall survive such Close and shall continue in full force and effect. Upon the Close of Escrow, all such provisions of this Agreement shall be severable, separate and distinct from the other provisions of this Agreement. Should any Party fail to comply with any or all of such provisions after the Close of Escrow, such failure shall in no way affect the validity or binding nature of this Agreement. Nothing herein, however, shall affect or diminish the rights of any Party hereto at law or in equity, or both, to enforce the provisions of this Agreement against any other Party hereto.

8.14  FURTHER ASSURANCE. Each of the Parties hereto will do such further acts and execute, acknowledge, and deliver all further documents and instruments as may be necessary or appropriate to effectuate fully the provisions of this Agreement and to assure any other Party all of the respective properties, rights, titles, interests, remedies, powers, and privileges to be conveyed or provided for herein.
8.15 **Time.** Time is of the essence in this Agreement.

8.16 **Subdivision Map Act.** It is found and agreed by the Parties hereto that, in accordance with California Government Code section 66412(e), all of the Parcels described by this San Luis Rey River Boundary Settlement and Exchange - BLA No. 192, are all legal lots and not subject to the provisions of the Subdivision Map Act.
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 15th day of November, 1979.

CITY OF OCEANSIDE,
a municipal corporation

By

By

Paul G. Graham

Irene D. Dehre

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this 15th day of November, 1979, before me, REBECCA R. SHEETS, Notary Public, personally appeared PAUL G. GRAHAM and IRENE D. DUEHREN, known to me to be the Mayor and City Clerk of the City of Oceanside, and known to me to be the persons who executed the within instrument on behalf of said City of Oceanside, and acknowledged to me that said City of Oceanside executed the same.

Rebecca R. Sheets
Notary Public
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 8th day of November, 1979.

CENTURY SOUTHWEST CORPORATION, a California corporation

By [Signature]

By [Signature]

STATE OF CALIFORNIA

COUNTY OF Los Angeles SS.

On November 8, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Ashley T. Murphy

known to me to be the President, and

John R. Prewitt

Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Kathryn Wadsworth

Notary Public in and for the State of California

My comm. expires SEP 12, 1981
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 14th day of November, 1979.

NORTH COAST VILLAGE, LTD.,
a California limited partnership
BY: CENTURY SOUTHWEST CORPORATION,
a California corporation, General Partner

By _____________________________
Ashley T. Murphy, President

By _____________________________
John R. Prewitt, Secretary

Acknowledgement by Corporation which is a General Partner

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On November 8, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ashley T. Murphy, known to me to be the President, and John R. Prewitt, known to me to be the Secretary of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors; said corporation being known to me to be a general partner of NORTH COAST VILLAGE, LTD., a limited partnership, the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Kathryn Wadsworth
Notary Public in and for said County and State

Notary Seal

OFFICIAL SEAL
KATHRYN WADSWORTH
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My commission expires SEP 12, 1981
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 8th day of November, 1979.

JOHN R. PREWITT and CAROL PREWITT MURPHY, as co-trustees under the Will of Ray C. Prewitt, Deceased

By

By

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On November 8, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Carol Prewitt Murphy, co-trustee of the Ray C. Prewitt Trust and John R. Prewitt, co-trustee of the Ray C. Prewitt Trust———

________________________________________

Signature

Kathryn Wadsworth

(This area for official notarial seal)
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this ___ day of November, 1979.

JOHN R. PREWITT,
as his sole and separate property

[Signature]

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On, November 8, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Prewitt

[Signature]

Kathryn Wadsworth

(Official seal)
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 8th day of NOVEMBER, 1979.

CAROL PREWITT MURPHY
as her sole and separate property

CAROL PREWITT MURPHY

KATHRYN WADSWORTH
NOTARY PUBLIC
CALIFORNIA

TO 1844 CA (B 74A)
(Individual)

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles } On November 8, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Carol Prewitt Murphy, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature: Kathryn Wadsworth

(This area for official notarial seal)
IN WITNESS WHEREOF, each Party hereof has caused this Agreement to be executed this 12th day of November, 1979.

Agreement

Marlyn G. Rutter
President

Esrow Agent

Palos Verdes Esrow Co., Inc.
ATTACHED TO AND MADE A PART OF THE
SAN LUIS REY RIVER BOUNDARY SETTLEMENT AND EXCHANGE - BLA NO. 192

Address: 1807-13th Street
Sacramento, Calif
November 19, 1979

STATE LANDS COMMISSION OF THE STATE
OF CALIFORNIA AND STATE OF CALIFORNIA
(State Lands Commission and State)

By

William F. Northrop, Executive Officer

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ss:

On November 19, 1979, before me, the undersigned, a Notary Public in and for the County of Sacramento, State of California, personally appeared William F. Northrop, known to me to be the Executive Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, and known to me to be the person who executed the within instrument on behalf of said State Commission, and acknowledged to me that said Commission executed the within instrument pursuant to applicable State law and a resolution of said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

OFFICIAL SEAL
DIANE R. JONES
NOTARY PUBLIC-CALIFORNIA
Principal Office in Sacramento County
My Commission Expires March 6, 1982

IN APPROVAL WHEREOF, I, EDMUND G. BROWN, JR., Governor of the State of California have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 4th day of December in the year of our Lord one thousand nine hundred and seventy-nine.

Attest:

Governor of State

Secretary of State

The San Luis Rey River Boundary Settlement and Exchange No. 1 is hereby approved this 9th day of November, 1979.

GEORGE DEUKMEJIAN, Attorney General

By

ROBERT G. COLLINS
Deputy Attorney General

By

Deputy Secretary of State
EXHIBIT D

SAN LUIS REY RIVER BOUNDARY SETTLEMENT
AND EXCHANGE AGREEMENT - BLA NO. 192

FURTHER INSTRUCTIONS AND PROVISIONS RELATING TO
ESCROW AGENT

The Escrow Agent is hereby authorized to accept such
further instructions and provisions relating to its duties and
responsibilities which are consistent with the terms and conditions
of this Agreement as particular Parties may desire to provide the
Escrow Agent. Said Agent shall attach such further instructions
and provisions to this Exhibit D. Thereupon, such instructions
and provisions shall become a part hereof and shall be binding
as between the Escrow Agent and the Party so providing them and
such other Parties hereto and Others which indicate in writing
their consent to be bound thereby. The Escrow Agent, prior to
attaching such further instructions and provisions, may require
the providing Party to agree to additionally compensate the
Escrow Agent for any additional services which the Escrow Agent
is hereby called upon to furnish. The Escrow Agent may delay
attaching such further instructions and provisions to this Exhibit D
until after this Agreement has been recorded. Should the Party furnishing
such additional instructions or provisions, or Others agreeing to
be bound thereby, or the Escrow Agent, fail to perform any
provisions of this Exhibit D, said failure shall in no way affect
the validity or binding nature of this Agreement. Nothing herein,
however, shall affect or diminish the rights of any party to this
Exhibit D, at law or in equity, or both.
EXHIBIT "E"

PARCEL 1A

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence S 54° 38' 30" W 233.99 feet to the POINT OF BEGINNING, thence the following six courses:

1. N 34° 55' 04" W  553.67 feet
2. N 55° 04' 56" E  25.50 feet
3. N 34° 55' 04" W  548.91 feet
4. S 53° 31' 58" W  117.04 feet
5. S 34° 55' 04" E  1100.12 feet, and
6. N 54° 38' 30" E  91.50 feet to the point of beginning.

END OF DESCRIPTION
EXHIBIT "F"

PARCEL 1B

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence S 54° 38' 30" W 208.49 feet and N 34° 55' 04" W 553.48 feet to the POINT OF BEGINNING, thence the following five courses:

1. N 49° 46' 12" E 516.18 feet
2. N 55° 10' 03" E 466.62 feet
3. N 12° 29' 55" W 577.96 feet
4. S 53° 31' 58" W 1201.45 feet, and
5. S 34° 55' 04" E 548.91 feet to the point of beginning.

END OF DESCRIPTION
EXHIBIT "G"

PARCEL 1C

BEGINNING at the intersection of the northwesterly line of Lot 6 Block 39 as shown upon that certain map entitled "Map of Townsite Annex to Oceanside" filed as Map No. 919 in the San Diego County Recorders Office with the southwesterly line of the Atchison Topeka and Santa Fe Railway Company right-of-way (200 feet wide) thence the following five courses:

1. S 54°39'18"W          54.17 feet
2. N 35°20'42"W          120.16 feet
3. S 54°39'18"W          75.00 feet
4. N 35°20'42"W          50.00 feet, and
5. S 54°39'18"W          90.00 feet to an intersection with a non-tangent curve southeasterly the radius point of which bears N 74°23'40"E 170 feet, thence along said curve to the right, northeasterly having a radius of 230 feet, through a central angle of 48°48'57" an arc distance of 144.84 feet, thence tangent to said curve N 33°12' 37"E 57.93 feet to a tangent curve to the left having a radius of 230 feet, through a central angle of 22°41'53" an arc distance of 91.12 feet to an intersection with a non-tangent curve northeasterly having a radius of 2010 feet, said intersection also being on the aforementioned AT&SF Railroad right-of-way, thence to the left, southeasterly along said curve from a tangent which bears N 29°58'44"W through a central angle of 05°24'11" an arc distance of 189.55 feet, thence tangent to said curve, S 35°22'55"E 151.87 feet along said AT&SF right-of-way to the point of beginning.

END OF DESCRIPTION
EXHIBIT "H"

PARCEL 2A

An easement for public access and recreation described as follows:

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence S 54°38'30" W 208.49 feet to the POINT OF BEGINNING, thence the following nine courses:

1. N 34°55'04" W 538.48 feet
2. N 49°46'12" E 516.18 feet
3. N 55°10'03" E 460.52 feet
4. N 12°29'55" W 16.01 feet
5. S 55°10'03" W 466.62 feet
6. S 49°46'12" W 516.18 feet
7. S 55°04'56" W 25.50 feet
8. S 34°55'04" E 553.67 feet, and
9. N 54°38'30" E 25.50 feet to the point of beginning.

END OF DESCRIPTION
COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence N 54°38'30" E 247.10 feet to a tangent curve to the right, the radius point of which bears S 34°21'30" E 225.00 feet; thence through a central angle of 60°13'38" an arc distance of 236.51 feet, to the TRUE POINT OF BEGINNING; thence N 56°54'37" E 18.61 feet to a point on a non-tangent curve to the left, the radius point of which bears N 70°16'57" W 170.00 feet; thence through a central angle of 46°32'55" an arc distance of 138.11 feet to an intersection with a tangent curve to the right, the radius point of which bears N 63°10'08" E 2070.00 feet; thence through a central angle of 12°25'38" an arc distance of 448.97 feet; thence N 75°35'46" E 15.00 feet to a point on a non-tangent curve to the left, the radius point of which bears S 75°35'46" W 85.00 feet; thence through a central angle of 74°46'26" an arc distance of 110.93 feet; thence N 55°10'03" E 6.43 feet to a point on a tangent curve to the right, the radius point of which bears S 34°49'57" E 85.00 feet; thence through a central angle of 68°11'57" an arc distance of 101.18 feet to an intersection with a non-tangent curve to the left, the radius point of which bears N 77°21'25" E 2020 feet; thence through a central angle of 13°25'53" an arc distance of 473.53 feet to an intersection with a tangent curve to the right, the radius point of which bears S 63°55'32" W 170.00 feet; thence through a central angle 59°17'04" an arc distance of 175.90 feet; thence S 33°12'37" W 19.87 feet; thence S 61°45'23" W 16.95 feet to a point on a non-tangent curve to the left, the radius point of which bears S 25°55'02" W 225.00 feet; thence through a central angle of 01°02'54" an arc distance of 4.12 feet to the point of beginning.

END OF DESCRIPTION
PARCEL 3

BEGINNING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence N 54°38'30" E 247.10 feet to the beginning of a tangent curve to the right having a radius of 225 feet through a central angle of 68°32'41" an arc distance of 269.17 feet, thence S 56°47'23" E 39.53 feet, thence N 33°12'37" E 32.93 feet to a tangent curve to the left having a radius of 230.00 feet through a central angle of 22°41'53" an arc distance of 91.12 feet to an intersection with a non-tangent curve to the right the radius point of which bears N 60°01'16" E 2010 feet, thence along said curve to the right through a central angle of 17°28'49" an arc distance of 613.23 feet, thence the following five courses:

1. N 12°29'55" W 112.98 feet
2. S 55°10'03" W 460.52 feet
3. S 49°46'12" W 516.18 feet
4. S 34°55'04" E 538.48 feet, and
5. N 54°38'30" E 208.49 feet to the point of beginning.

EXCEPTING THEREFROM; that portion thereof presently being Pacific Street, more particularly described as follows:

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown on Strand Tract Addition referred to above, thence N 54°38'30" E 247.10 feet to the beginning of a tangent curve to the right having a radius of 225.00 feet through a central angle of 61°16'32" an arc distance of 240.63 feet being the TRUE POINT OF BEGINNING of this exception, thence N 61°45'23" E 16.95 feet, thence N 33°12'37" E 19.87 feet to a tangent curve to the left having a radius of 170.00 feet through a central angle of 59°17'04" an arc distance of 175.90 feet to a point of reverse curvature of a 2020 foot radius curve to the right through a central angle of 13°25'53" an arc distance of 473.53 feet to an intersection with a non-tangent curve to the left the radius point of which bears S 33°22'00" W 85.00 feet, thence along the arc of said curve through a central angle of 68°11'57" an arc distance of 101.18 feet, thence tangent to said curve S 55°10'03" W 238.35 feet to a tangent curve to the right having a radius of 115.00 feet through a central angle of 54°35'31" an arc distance of 115.57 feet, thence non-tangent to said curve N 49°46'12" E 7.63 feet, thence N 55°10'03" E 460.52 feet, thence S 12°29'55" E 112.98 feet to a tangent curve to the left having a radius of 2010 feet through a central angle of 17°28'49" an arc distance of 613.23 feet to a non-tangent curve to the right the radius point of which bears N 79°29'16" W 230.00 feet, thence along said curve through a central angle of 22°41'53" an arc distance of 91.12 feet, thence S 33°12'17" W 32.93 feet, thence N 56°47'23" W 39.53 feet to the beginning of a tangent curve to the left having a radius of 225.00 feet through a central angle of 7°17'35" an arc distance of 28.64 feet to the true point of beginning of this exception.

ALSO EXCEPTING THEREFROM, that portion formerly being Pacific Street, more particularly described as follows:


EXHIBIT "K"

PARCEL 4A

COMMENCING at the intersection of the northwesterly line of Lot 6, Block 39 with the southwesterly line of the Atchison Topeka and Santa Fe Railway Company's right-of-way (200 feet wide) as shown upon that certain map entitled "Townsite Annex to Oceanside" filed as Map No. 919 in the San Diego County Recorders Office, thence along said right-of-way line N 35°22'55"W 151.87 feet to a point on a tangent curve to the right having a radius of 2010 feet through a central angle of 5°24'11" an arc distance of 189.55 feet to the POINT OF BEGINNING, thence continuing along said right-of-way and said curve to the right through a central angle of 17°28'49" an arc distance of 613.23 feet, thence tangent to said curve N 12°30'17"W 88.85 feet, thence N 77°29'43"E 50.00 feet, thence parallel to said right-of-way S 12°30'17"E 88.85 feet to the beginning of a curve to the left having a radius of 1960 feet through a central angle of 13°34'10" an arc distance of 464.19 feet to a point on a tangent curve to the right having a radius of 230 feet through a central angle of 36°35'11" an arc distance of 146.87 feet to the point of beginning.

END OF DESCRIPTION
COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as map No. 936, San Diego County Recorders Office, thence N 54°38'30" E 247.10 feet to a tangent curve to the right, the radius point of which bears S 34°21'30" E 225.00 feet; thence through a central angle of 60°13'38" an arc distance of 236.51 feet, to the TRUE POINT OF BEGINNING; thence N 56°54'37" E 18.61 feet to a point on a non-tangent curve to the left, the radius point of which bears N 70°16'57" W 170.00 feet; thence through a central angle of 46°32'55" an arc distance of 138.11 feet to an intersection with a tangent curve to the right, the radius point of which bears N 63°10'08" E 2070.00 feet; thence through a central angle of 12°25'38" an arc distance of 448.97 feet; thence N 75°35'46" E 15.00 feet to a point on a non-tangent curve to the left, the radius point of which bears S 75°35'46" W 85.00 feet; thence through a central angle of 74°46'26" an arc distance of 110.93 feet; thence N 55°10'03" E 6.43 feet to a point on a tangent curve to the right, the radius point of which bears S 34°49'57" E 85.00 feet; thence through a central angle of 68°11'57" an arc distance of 101.18 feet to an intersection with a non-tangent curve to the left, the radius point of which bears N 77°21'25" E 2020 feet; thence through a central angle of 13°25'53" an arc distance of 473.53 feet to an intersection with a tangent curve to the right, the radius point of which bears S 63°55'32" W 170.00 feet; thence through a central angle 59°17'04" an arc distance of 175.90 feet; thence S 33°12'37" W 19.87 feet; thence S 61°45'23" W 16.95 feet to a point on a non-tangent curve to the left, the radius point of which bears S 25°55'02" W 225.00 feet; thence through a central angle of 01°02'54" an arc distance of 4.12 feet to the point of beginning.

END OF DESCRIPTION
BEGINNING at the intersection of the northwesterly line of Lot 6, Block 39 with the southwesterly line of the Atchison Topeka and Santa Fe Railway Company's right-of-way (200 feet wide) as shown upon that certain map entitled "Townsite Annex to Oceanside" filed as Map No. 919 in the San Diego County Recorders Office, thence along said right-of-way line N 35°22'55"W 151.87 feet to a point on a tangent curve to the right having a radius of 2010 feet through a central angle of 5°24'11" an arc distance of 189.55 feet to a point in a non-tangent curve to the left the radius point of which bears N 79°28'54"W 230 feet, thence along said curve to the left through a central angle of 36°35'11" an arc distance of 146.87 feet to a point on a tangent curve to the right lying 50 feet southeasterly concentric and parallel to said right-of-way, thence along said tangent curve having a radius of 1960 feet southeasterly and to the left through a central angle of 9°18'50" an arc distance of 318.61 feet, thence S 35°22'55"E 151.87 feet, thence S 54°39'18"W 50.00 feet to the point of beginning.

END OF DESCRIPTION
EXHIBIT "M"

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown on that certain map entitled "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office, thence S 54°38'30" W 233.99 feet to the POINT OF BEGINNING, thence along the common boundary between the uplands and the granted tidelands the following four courses:

1. N 34°55'04" W 553.67 feet
2. N 55°04'56" E 25.50 feet
3. N 49°46'12" E 516.18 feet, and
4. N 55°10'03" E 466.62 feet to an intersection with the westerly right-of-way of the AT&SF Railroad and the end of the herein described common boundary.

END OF DESCRIPTION
RECORDED REQUEST OF FIRST CENTENNIAL TITLE CO.

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Recorded at the request of:
State of California
Attorney General's Office

WHEN RECORDED Mail to:
Robert G. Collins
Deputy Attorney General
3580 Wilshire Blvd., Suite 600
Los Angeles, CA 90010

STATE OF CALIFORNIA
OFFICIAL BUSINESS - Document
entitled to free recordation
pursuant to Government Code
Section 27383

NO TAX DUE

Above space for recorder's use

AMENDMENT TO:

SAN LUIS REY RIVER BOUNDARY SETTLEMENT

AND EXCHANGE - BLA NO. 192

[RECORDED ON DECEMBER 21, 1979, AS FILE/
PAGE NO. 79-533452] - AND IMPLEMENTING
DEEDS AND OTHER DOCUMENTS [RECORDED ON
JULY 3, 1980, AS FILE/PAGE NOS. 80-210263,
80-210264, 80-210265, 80-210266, 80-210267,
80-210268, 80-210269, 80-210270 AND 80-210271]
AMENDMENT TO:
SAN LUIS REY RIVER BOUNDARY SETTLEMENT
AND EXCHANGE - BLA NO. 192 - AND
IMPLEMENTING DEEDS AND OTHER DOCUMENTS

THIS AMENDMENT to the San Luis Rey River Boundary
Settlement and Exchange - BLA No. 192 is entered into this
25 day of April, 1982, by and between the
STATE OF CALIFORNIA, acting by and through its STATE LANDS
COMMISSION and its ATTORNEY GENERAL, GEORGE DEUKMEJIAN
(referred to as "State"), the CITY OF OCEANIDE, a municipal
corporation (referred to as "City"), NORTH COAST VILLAGE,
INC., a California stock cooperative corporation, JOHN R.
PREWITT, as his sole and separate property, CAROL PREWITT
MURPHY, as her sole and separate property, JOHN R. PREWITT
and CAROL PREWITT MURPHY, as co-trustees under the Will of
Ray C. Prewitt, Deceased (collectively and individually
referred to as "Private Parties"), each and all of which are
parties to this Amendment (collectively and individually
referred to as "Parties").

The purpose of this Amendment is to amend, in the
particulars set forth herein and only in those particulars,
that certain agreement entitled "San Luis Rey River Boundary
Settlement and Exchange - BLA No. 192," (hereinafter, the
"Boundary Settlement") dated 4 December 1979, and recorded
21 December 1979 as File/Page No. 79-533452 in the Official
Records of the Office of the County Recorder of the County
of San Diego, State of California, together with the deeds
and other documents which were exchanged in order to
implement the terms of said Settlement.

The Parties hereto were parties to the original Boundary Settlement, with the addition of North Coast Village, Inc., which joins in this Agreement as the successor in interest of North Coast Village, Ltd. ("NCV, Ltd.") who was a party to the Boundary Settlement, with respect to certain portions of the lands encompassed within the "Agreement Area," as defined in Article 1 of the Boundary Settlement. The Parcels which together constitute the Agreement Area are shown on the map attached hereto as Exhibit C.

WITNESSETH:

WHEREAS, at the time the Boundary Settlement was entered into, there were conflicting claims of the City and the State, on the one hand, and the Private Parties on the other, respecting the ownership of and rights in the real property affected by said Boundary Settlement; and,

WHEREAS, the purpose of the Boundary Settlement was to establish record title to all lands within the Agreement Area, to resolve all title and boundary problems within said Area, and to set to rest forever any and all questions relating thereto; and,

WHEREAS, since the Boundary Settlement was entered into and recorded, and since the deeds and other documents required by the Boundary Settlement have been executed, exchanged and recorded, a dispute has arisen between the Parties as to whether the legal descriptions of certain
parcels used in the Boundary Settlement accurately reflect the agreement and intention of the Parties; and,

WHEREAS, the Private Parties contend that said legal descriptions do not reflect the agreement and intention of the Parties and the State and City contend to the contrary; and,

WHEREAS, the present dispute over legal descriptions affects a very small portion of the Agreement Area and it would be contrary to the best interests of all Parties to have this dispute become the subject of protracted and costly litigation; and,

WHEREAS, the Parties have reached an agreement whereby this dispute can be resolved in a fair, equitable and satisfactory manner which will eliminate the possibility of further disputes over the Boundary Settlement's legal descriptions by tying revised descriptions to physically identifiable survey points; and,

WHEREAS, the legal descriptions which are the subject of the present dispute are contained in Exhibits to the Boundary Settlement, and Paragraph 2.2 of the Boundary Settlement provides that said Exhibits may be "revised or corrected by the mutual agreement of the Parties"; and,

WHEREAS, by this Amendment the Parties have agreed upon revised legal descriptions under which both the Private Parties and the City will gain certain real property and rights to property which they do not presently have under the Boundary Settlement; and,
WHEREAS, the State Lands Commission has appraised and evaluated the real property and other interests which the City is to receive, in trust, as a result of this Amendment and has determined that the market value of said interest is equal to, or greater than, the value of the real property and other interests to be conveyed and confirmed in the Private Parties hereby; and,

WHEREAS, the Attorney General, who is a party hereto by virtue of his authority to represent the State and public in matters relating to public access and recreational easements arising by virtue of implied dedication, has made an investigation and review of the facts and circumstances relating to the present dispute and has concluded that the agreement reached herein will provide a net increase in public area, better and more convenient public access to the tide and submerged lands within and surrounding the Agreement Area and other public benefits and is just, equitable, and in the best interests of the public, the State, and the City; and,

WHEREAS, the State Lands Commission and City of Oceanside, having also reviewed the facts and circumstances relating to the present dispute and are in agreement with the aforementioned conclusion of the Attorney General; and,

WHEREAS, North Coast Village, Inc., is duly authorized to enter into this Amendment as required by its Articles of Incorporation and By-Laws, and all the other Parties hereto have the same authority to enter into this
Amendment as they had to enter into the Boundary Settlement itself;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The Boundary Settlement, including all Exhibits thereto, is incorporated by reference as though fully set forth herein; and, the meaning of the terms in this Amendment, and the references to "Parcels" and "Exhibits" herein, shall be the same as in the Boundary Settlement, except as expressly and specifically changed by this Amendment.

2. Exhibit E of the Boundary Settlement is hereby amended to read as in Exhibit E hereto; and Parcel 1A shall be described as in Exhibit E hereto.

3. Exhibit F of the Boundary Settlement is hereby amended to read as in Exhibit F hereto; and Parcel 1B shall be described as in Exhibit F hereto.

4. Exhibit H of the Boundary Settlement is hereby amended to read as in Exhibit H hereto; and Parcel 2A shall be described as in Exhibit H hereto.

5. Exhibit J of the Boundary Settlement is hereby amended to read as in Exhibit J hereto; and Parcel 3 shall be described as in Exhibit J hereto.

6. Exhibit M of the Boundary Settlement is hereby amended to read as in Exhibit M hereto; and the agreed upon common boundary between the Uplands and the Granted
Tidelands shall be as described in Exhibit M hereto.

7. In Paragraph 4.9 of the Boundary Settlement the Parties agreed that the northerly ten (10) feet of Parcel 3 would be made subject to a restrictive covenant for the benefit of the adjacent property of the City. Notwithstanding anything in said Paragraph 4.9 to the contrary, the Parties hereto agree that a permitted use of said ten foot strip shall include an equipment shed as currently constructed and located on the northwesterly side of North Coast Village. It is also agreed that the legal description of said ten foot strip shall henceforth be as set forth in Exhibit N of this Agreement. The Parties further confirm that no part of said ten foot strip is subject to any easements for public access or recreation.

8. The purpose of amending the Parcel descriptions as set forth herein is to conform the northwesterly leg of Parcel 2A and the northwesterly boundary of Parcel 3 to the location of the river revetment, which runs between the seaward boundary of Parcel 3 and the Atchitson, Topeka and Santa Fe Railroad right-of-way, so that the most southeasterly 25 feet of this revetment, which is approximately 32 feet wide, is located within Parcel 2A and the northwesterly 10 feet of Parcel 3. (The change in location of the northwesterly boundary of Parcel 2A as affected by this Amendment is illustrated on the map attached hereto as Exhibit O.) It is recognized that the
precise location of the river revetment may not have been
ascertained and that such location may change in the future.
Therefore, notwithstanding this or any other purpose of this
Amendment, it is the intention of the Parties that the legal
descriptions as amended herein shall resolve and forever put
to rest all disputes as to the correctness of the legal
descriptions of the Agreement Area Parcels.

9. To establish record confirmation of the titles
and interests held and granted by the Parties in the
Agreement Area Parcels, appropriate deeds and other
documents were exchanged pursuant to the requirements of
Article 5 of the Boundary Settlement. Such deeds and
documents were recorded upon Close of Escrow on July 3,
1981, in the Official Records of the San Diego County
Recorder; among such deeds and documents so recorded were
the following:

<table>
<thead>
<tr>
<th>Recorder's File/Page No.</th>
<th>Document Type</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Parcels Involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>80-210263</td>
<td>Quitclaim Deed</td>
<td>State</td>
<td>NCV, Ltd.</td>
<td>Parcels 2A, 2B and 3</td>
</tr>
<tr>
<td>80-210264</td>
<td>Quitclaim Deed</td>
<td>City</td>
<td>NCV, Ltd.</td>
<td>Parcels 2A, 2B and 3</td>
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<tr>
<td>80-210265</td>
<td>Declaration of Restrictions</td>
<td>All Private Parties</td>
<td>City</td>
<td>Northerly 10 feet of Parcel 3</td>
</tr>
<tr>
<td>80-210266</td>
<td>Grant of Basement</td>
<td>All Private Parties</td>
<td>City</td>
<td>Parcel 2A</td>
</tr>
<tr>
<td>80-210267</td>
<td>Quitclaim Deed</td>
<td>J. Prewitt</td>
<td>City</td>
<td>Parcels 1A and 1B</td>
</tr>
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<td>80-210268</td>
<td>Quitclaim Deed</td>
<td>C. Murphy</td>
<td>City</td>
<td>Parcels 1A and 1B</td>
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<td></td>
<td>Document Number</td>
<td>Description</td>
<td>Trust/Corp.</td>
<td>City</td>
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<td>1</td>
<td>80-210269</td>
<td>Quitclaim Deed</td>
<td>Prewitt Trust</td>
<td>City</td>
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<td>80-210270</td>
<td>Quitclaim Deed</td>
<td>Century SW.Corp.</td>
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<td>80-210271</td>
<td>Quitclaim Deed</td>
<td>NCV,Ltd.</td>
<td>City</td>
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</table>

The legal descriptions of the property interests conveyed by the above listed documents are hereby amended to reflect the amendments to the descriptions of Parcels 1A, 1B, 2A and 3 as provided for in Paragraphs 2 through 7 hereof. The State hereby grants to North Coast Village, Inc. all of the interests described in recorded document No. 80-210263 in Parcels 2A, 2B and 3, as now described herein, so as to confirm in North Coast Village, Inc. fee title to said parcels, subject to the easements and conditions set forth in said document, to effectuate the purposes of paragraphs 4.4, 5.2 and 5.3 of the Boundary Settlement. The City hereby grants to North Coast Village, Inc. all of the interests described in recorded document No. 80-210264, in Parcels 2A, 2B and 3, as now described herein, so as to confirm in North Coast Village, Inc., fee title to said parcels, subject to the easements and conditions set forth in said document, to effectuate the purposes of paragraphs 4.4, 5.2 and 5.3 of the Boundary Settlement. Private Parties hereby grant to the City all of their interests in Parcels 1A and 1B, as now described herein, so as to confirm in the City, as tidelands trustee, fee title to said parcels to effectuate the purposes of paragraphs 4.3 and 5.4 of the
Boundary Settlement. Private Parties hereby grant to the City, as tidelands trustee, the restrictions set forth in recorded document No. 80-210265, as modified by paragraph 7 hereof, over the northwesterly 10 feet of Parcel 3, as now described herein, to effectuate the purposes of paragraphs 4.9 and 5.10 of the Boundary Settlement. Private Parties hereby grant to the City, as tidelands trustee, an easement as set forth in recorded document No. 80-210266 over Parcel 2A, as now described herein, to effectuate the purposes of paragraphs 4.7 and 5.9 of the Boundary Settlement.

10. The trustee and other capacities in which the City and the State shall execute, acknowledge, deliver and accept this Agreement and any other documents required by this Agreement shall be as specified in the original Boundary Settlement.

11. The Findings, Determinations, Declarations and Approvals of the State of California, as set forth in Article 6 of the Boundary Settlement, are reaffirmed by the State with respect to the matters set forth in this Amendment.

12. The provisions of Article 8 of the Boundary Settlement, except for Paragraphs 8.8, 8.9 and the second sentence of Paragraph 8.11, are specifically incorporated by reference as though fully set forth herein for purposes of effectuating the terms of this Amendment.

13. Private Parties hereby warrant that the persons whose signatures are affixed to this Agreement on
their respective behalf are authorized to execute for such
Private Party this Agreement and to execute or accept on
behalf of such Private Party any other documents or
instruments required to be executed or accepted by them
pursuant hereto.

14. It is the intention of the Parties hereto
that the execution of this Amendment by all of them, and the
recording of this Amendment, shall be entirely sufficient
to effectuate its purposes. However, should any additional
deeds or other documents prove necessary or convenient to
effectuate the purposes of this Amendment, the Parties
here to shall effect a simultaneous mutual exchange of any
such deeds or other documents and shall cooperate to obtain
the same day recording of any such deeds or other
documents in the order required to effectuate the intent of
this Amendment.

15. The Private Parties are hereby authorized and
directed to obtain for the City, within thirty (30) days
after the recording of this Amendment and other related
documents, an amendment of the CLTA Standard Coverage Policy
of title insurance with title company liability in the
amount of 1.7 million dollars ($1,700,000) which was issued
to the City pursuant to Paragraph 7.8 of the Boundary
Settlement. Such amendment shall insure the City's title
for the same liability and shall account for the changes in
legal descriptions of Agreement Area Parcels which are
provided for herein. Prior to the recording of this
Amendment or any other related documents, Private Parties shall supply a Preliminary Title Report to the City Attorney of the City and the Attorney General who within ten (10) days, after receipt thereof, shall notify the Private Parties in writing whether the condition of title is such that upon the recording of this Amendment title will become vested in the City, as trustee, as specified in the Boundary Settlement and this Amendment. If, in the opinion of the City Attorney or the Attorney General, title is not in such condition, this Amendment shall not become effective until such time as the City Attorney and the Attorney General each have indicated, in writing, that any impediments to title being reported as required by this Amendment have been removed. The cost of this Preliminary Title Report and policy of title insurance shall be paid by Private Parties, or some of them.

16. This Amendment shall become effective when all Parties hereto have properly executed a counterpart of this Amendment and a fully executed counterpart of this Amendment is recorded in the Office of the San Diego County Recorder.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 23rd day of February, 1982.

CITY OF OCEANSIDE,
a municipal corporation

(Public Corporation, Agency or Political Subdivision)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

ON April 21, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared

[Signature]

and known to me to be the person(s) who executed the within instrument on behalf of said public corporation, agency or political subdivision and acknowledged to me that such person(s) executed the same.

WITNESS my hand and Official Seal,

Signature: Celine Scanlan

NAME: Celine Scanlan

(Public Corporation, Agency or Political Subdivision)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

ON April 21, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared

[Signature]

and known to me to be the person(s) who executed the within instrument on behalf of said public corporation, agency or political subdivision and acknowledged to me that such person(s) executed the same.

WITNESS my hand and Official Seal,

Signature: Celine Scanlan

NAME: Celine Scanlan
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 13 day of April, 1983.

NORTH COAST VILLAGE, INC.,
a California stock cooperative corporation

By __________________________
PRESIDENT

By __________________________
SECRETARY

(Corporation)

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.

On April 13, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Ashley T. Murphy

known to me to be the President, and Robert P. Kilfoil

known to me to be the Secretary

of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature __________________________

Cathy T. Ige

(This area for official notarial seal)
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 13 day of April, 1983.

JOHN R. PREWITT, as his sole and separate property

[Signature]

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.
On April 13, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Prewitt, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature [Signature]

Cathy T. Ige

Name (Typed or Printed)

[Stamp]
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 13 day of April, 1983.

CAROL PREWITT MURPHY
as her sole and separate property

STATE OF CALIFORNIA
COUNTY OF Los Angeles SS.

On April 13, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carol Prewitt Murphy, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Signature

Cathy T. Ige
Name (Typed or Printed)
Notary Public in and for said County and State

OFFICIAL SEAL
CATHY T. IGE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN LOS ANGELES COUNTY
My Commission Expires Aug. 24, 1986

FOR NOTARY SEAL OR STAMP
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed this 13 day of April, 1983.

JOHN R. PREWITT and CAROL PREWITT MURPHY, as co-trustees under the Will of RAY C. PREWITT, DECEASED

By: [Signature]

By: [Signature]

(Individual)

STATE OF CALIFORNIA
COUNTY OF Los Angeles SS.

On April 13, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Prewitt, Co-Trustee under the Will of Ray C. Prewitt, Deceased

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

Cathy T. Ige

Name (Typed or Printed)

(Individual)

STATE OF CALIFORNIA
COUNTY OF Los Angeles SS.

On April 13, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carol Prewitt Murphy, Co-Trustee under the Will of Ray C. Prewitt, Deceased

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Signature

Cathy T. Ige

Name (Typed or Printed)

Notary Public in and for said County and State
ATTACHED TO AND MADE A PART OF THE AMENDMENT TO:
SAN LUIS REY RIVER BOUNDARY SETTLEMENT AND EXCHANGE —
BLA NO. 192 — AND IMPLEMENTING DEEDS AND OTHER DOCUMENTS

Address:
1807 13th STREET
SACRAMENTO, CA 95814
FEBRUARY 4, 1982

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO ) ss:

On FEBRUARY 4, 1982, before me, the undersigned
a Notary Public in and for the County of Sacramento, State of
California, personally appeared William F. Northrop, known to me to be
the Executive Officer of the STATE LANDS COMMISSION, STATE OF
CALIFORNIA, and known to me to be the person who executed the within
instrument on behalf of said State Commission, and acknowledged to me
applicable State law and a resolution of said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal on the day and year in this certificate first above
written.

STATE LANDS COMMISSION OF THE STATE
OF CALIFORNIA AND STATE OF CALIFORNIA
(State Lands Commission and State)

By
William F. Northrop, Executive Officer

JANE EVELYN SMITH
NOTARY PUBLIC — CALIFORNIA
COUNTY OF SACRAMENTO
My Commission expires Oct. 1, 1982

Notary Public in and for the County of
Sacramento, State of California
IN APPROVAL WHEREOF, I,

EDMUND G. BROWN, JR.,

Governor of the State of California have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 6th day of May in the year of our Lord one thousand nine hundred and eighty-two.

[Signature]

Governor of State

The Amendment To: San Luis Rey River Boundary Settlement and Exchange - BLA No. 192 is hereby approved this 15th day of January, 1982.

Attest:

GEORGE DEUKMEJIAN, Attorney General

By ROBERT G. COLLINS
Deputy Attorney General
EXHIBIT "E"

PARCEL 1A

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled, "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence S 54° 47' 12" W 233.99 feet to the POINT OF BEGINNING; thence the following six courses:

1. N 34° 46' 22" W 571.68 feet;
2. N 55° 13' 38" E  25.50 feet;
3. N 34° 46' 22" W  530.80 feet;
4. S 53° 39' 48" W 116.50 feet;
5. S 34° 48' 33" E 1099.99 feet; and
6. N 54° 47' 12" E  90.26 feet to the point of beginning.

The basis of bearings for this description is the center-line of Pacific Street north of Eighth Street according to Map No. 7998 of Harbor View Condominiums, i.e., N 35° 12' 00" W.

END OF DESCRIPTION
EXHIBIT "F"

PARCEL 1B

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled, "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence S 54° 47' 12" W 208.49 feet and N 34° 46' 22" W 571.48 feet to the POINT OF BEGINNING; thence the following seven courses:

1. N 53° 58' 42" E 490.16 feet;
2. N 47° 47' 45" E 100.23 feet;
3. N 54° 46' 19" E 355.96 feet;
4. S 65° 13' 41" E 39.24 feet;
5. N 12° 25' 57" W 617.24 feet;
6. S 53° 39' 48" W 1200.33 feet; and
7. S 34° 46' 22" E 530.80 feet to the true point of beginning.

The basis of bearings for this description is the centerline of Pacific Street north of Eighth Street according to Map No. 7998 of Harbor View Condominiums, i.e., N 35° 12' 00" W.

END OF DESCRIPTION
PARCEL 2A

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled, "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence S 54° 47' 12" W 208.49 feet to the POINT OF BEGINNING; thence the following thirteen courses:

1. N 34° 46' 22" W 556.48 feet;
2. N 53° 58' 42" E 491.30 feet;
3. N 47° 47' 45" E 100.20 feet;
4. N 54° 46' 19" E 346.38 feet;
5. S 65° 13' 41" E 41.97 feet;
6. N 12° 25' 57" W 18.83 feet;
7. N 65° 13' 41" W 39.24 feet;
8. S 54° 46' 19" W 355.96 feet;
9. S 47° 47' 45" W 100.23 feet;
10. S 53° 58' 42" W 490.16 feet;
11. S 55° 13' 38" W 25.50 feet;
12. S 34° 46' 22" E 571.68 feet; and
13. N 54° 47' 12" E 25.50 feet to the point of beginning.

The basis of bearings for this description is the centerline of Pacific Street north of Eighth Street according to Map No. 7998 of Harbor View Condominiums, i.e., N 35° 12' 00" W.

END OF DESCRIPTION
EXHIBIT "J"

PARCEL 3

BEGINNING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence N 54° 38' 30" E 247.10 feet to the beginning of a tangent curve to the right having having a radius of 225 feet through a central angle of 68° 32' 41" an arc distance of 269.17 feet; thence S 56° 47' 23" E 39.53 feet; thence N 33° 12' 37" E 32.93 feet to a tangent curve to the left having a radius of 230.00 feet through a central angle of 22° 41' 53" an arc distance of 91.12 feet to an intersection with a nontangent curve to the right the radius point of which bears N 60° 01' 16" E 2010 feet, thence along said curve to the right through a central angle of 17° 28' 49" an arc distance of 613.23 feet; thence N 12° 29' 55" W 73.08 feet; thence using the centerline of Pacific Street north of Eighth Street according to Map No. 7998 of Harbor View Condominiums, i.e., N 35° 12' 00" W as the basis of bearings for the following six courses:

1. N 65° 13' 41" W 41.97 feet;
2. S 54° 46' 19" W 346.38 feet;
3. S 47° 47' 45" W 100.20 feet;
4. S 53° 58' 42" W 491.30 feet;
5. S 34° 46' 22" E 556.48 feet;
6. N 54° 47' 12" E 208.49 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof presently being Pacific Street, more particularly described as follows:

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown on Strand Tract Addition referred to above; thence N 54° 38' 30" E 247.10 feet to the beginning of a tangent curve to the right having a radius of 225 feet through a central angle of 61° 16' 32" an arc distance of 240.63 feet being the TRUE POINT OF BEGINNING of this exception; thence N 61° 45' 23" E 16.95 feet; thence N 33° 12' 37" E 19.87 feet to a tangent curve to the left having a radius of 170.00 feet through a central angle of 59° 17' 04" an arc distance of 175.90 feet to a point of reverse curvature of a 2020-foot radius curve to the right through a central angle of 13° 25' 53" an arc distance of 473.53 feet to an intersection with a nontangent curve to the left the radius point of which bears S 33° 22' 00" W 85.00 feet; thence along the arc of said curve through a central angle of 68° 11' 57" an arc distance of 101.18 feet; thence tangent to said curve S 55° 10' 03" W 238.35 feet to a tangent curve to the right having a radius of 115 feet through a central angle of 54° 35' 31" an arc distance of 115.57 feet; thence nontangent to said curve N 49° 46' 12" E 7.63 feet; thence N 55° 10' 03" E 460.52 feet; thence S 12° 29' 55" E 112.98 feet to a tangent curve to the left having a radius of 2010 feet through a central
angle of 17° 28' 49" an arc distance of 613.23 feet to a non-tangent curve to the right, the radius point of which bears N 79° 29' 16" W 230.00 feet; thence along said curve through a central angle of 22° 41' 53" an arc distance of 91.12 feet; thence S 33° 12' 17" W 32.93 feet; thence N 56° 47' 23" W 39.53 feet to the beginning of a tangent curve to the left having a radius of 225 feet through a central angle of 7° 17' 35" an arc distance of 28.64 feet to the true point of beginning of this exception.

ALSO EXCEPTING THEREFROM that portion formerly being Pacific Street, more particularly described as follows:

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence N 54° 38' 30" E 247.10 feet to a tangent curve to the right, the radius point of which bears S 34° 21' 30" E 225.00 feet; thence through a central angle of 60° 13' 38" an arc distance of 236.51 feet to the TRUE POINT OF BEGINNING; thence N 56° 34' 37" E 18.61 feet to a point on a nontangent curve to the left, the radius point of which bears N 70° 16' 57" W 170.00 feet; thence through a central angle of 46° 32' 55" an arc distance of 138.11 feet to an intersection with a tangent curve to the right, the radius point of which bears N 63° 10' 08" E 2070.00 feet; thence through a central angle of 12° 25' 38" an arc distance of 448.97 feet; thence N 75° 35' 46" E 15.00 feet to a point on a nontangent curve to the left, the radius point of which bears S 75° 35' 46" W 85.00 feet; thence through a central angle of 74° 46' 26" an arc distance of 110.93 feet; thence N 55° 10' 03" E 6.43 feet to a point on a tangent curve to the right, the radius point of which bears S 34° 49' 57" E 85.00 feet; thence through a central angle of 68° 11' 57" an arc distance of 101.8 feet to an intersection with a nontangent curve to the left, the radius point of which bears N 77° 21' 25" E 2020 feet; thence through a central angle of 13° 25' 53" an arc distance of 473.53 feet to an intersection with a tangent curve to the right, the radius point of which bears S 63° 55' 32" W 170.00 feet; thence through a central angle 59° 17' 04" an arc distance of 175.90 feet; thence S 33° 12' 37" W 19.87 feet; thence S 61° 45' 23" W 16.95 feet to a point on a nontangent curve to the left, the radius point of which bears S 25° 55' 02" W 225.00 feet; thence through a central angle of 01° 02' 54" an arc distance of 4.12 feet to the point of beginning.

END OF DESCRIPTION
EXHIBIT "M"

Agreement line

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown on that certain map entitled, "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence S 54° 47' 12" W 233.99 feet to the POINT OF BEGINNING; thence along the common boundary between the uplands and the granted tidelands the following six courses:

1. N 34° 46' 22" W 571.68 feet;
2. N 55° 13' 38" E 25.50 feet;
3. N 53° 58' 42" E 490.16 feet;
4. N 47° 47' 45" E 100.23 feet;
5. N 54° 46' 19" E 355.96 feet; and
6. S 65° 13' 41" E 39.24 feet to an intersection with the westerly right of way of the AT&SF Railroad and the end of the herein described common boundary.

The basis of bearings for this description is the centerline of Pacific Street north of Eighth Street according to Map No. 7998 of Harbor View Condominiums, i.e., N 35° 12' 00" W.

END OF DESCRIPTION
EXHIBIT "N"

Ten foot restrictive use strip

COMMENCING at the most southerly corner of Lot 11, Block 1, as shown upon that certain map entitled, "Strand Tract Addition" filed as Map No. 936, San Diego County Recorders Office; thence S 54° 47' 12" W 208.49 feet; thence N 34° 46' 22" W 546.47 feet to the TRUE POINT OF BEGINNING, thence the following ten courses:

1. N 53° 58' 42" E 492.05 feet;
2. N 47° 47' 45" E 100.06 feet;
3. N 54° 46' 19" E 340.00 feet;
4. S 65° 13' 41" E 43.79 feet;
5. N 12° 25' 57" W 12.56 feet;
6. N 65° 13' 41" W 41.97 feet;
7. S 54° 46' 19" W 346.38 feet;
8. S 47° 47' 45" W 100.20 feet;
9. S 53° 58' 12" W 491.30 feet;
10. S 34° 46' 22" E 10.01 feet to the true point of beginning.

The basis of bearings for this description is the centerline of Pacific Street north of Eighth Street according to Map No. 7798 of Harbor Condominiums, i.e., N 35° 12' 00" W.

END OF DESCRIPTION