BOARD OF SUPERVISORS

GREG COX
First District

DIANNE JACOB
Second District

PAM SLATER
Third District

RON ROBERTS
Fourth District

BILL HORN
Fifth District

COUNTY OF SAN DIEGO

LAND USE AGENDA ITEM

DATE: August 8, 2001

TO: Board of Supervisors

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WILDLIFE HABITAT AREAS (ESCONDIDO CREEK, MANCHESTER PROPERTY AND TIJUANA RIVER VALLEY) (Districts: 1,3)

SUMMARY:

Overview
The recommended action will authorize the Clerk of the Board of Supervisors to execute an agreement between the County of San Diego and the County Water Authority (CWA) for the acquisition and long-term management of up to 41 acres of Escondido Creek properties near the community of Elfin Forest, for construction, maintenance and monitoring of wetland habitat within the San Elijo Lagoon Ecological Reserve (including the 18.9-acre Manchester Property which is currently owned by the City of Encinitas) and Tijuana River Valley Regional Park.

Recommendation(s)
CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Sections 15304(d) and 15325 of the California Environmental Quality Act (CEQA) Guidelines that these actions are categorically exempt from CEQA.

2. Authorize the Clerk of the Board of Supervisors to execute, upon receipt and with the approval of County Counsel, an agreement between the County of San Diego and the County Water Authority (CWA) for the acquisition and long-term management of up to 41 acres of Escondido Creek Upland properties, and construction, maintenance and monitoring of wetland habitat within the San Elijo Lagoon Ecological Reserve (including the 18.9-acre Manchester Property), and Tijuana River Valley Regional Park.

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WILDLIFE HABITAT AREAS (ESCONDIDO CREEK, MANCHESTER PROPERTY AND TIJUANA RIVER VALLEY) (Districts: 1,3)

Fiscal Impact
Funds for the acquisition of the Escondido Creek Upland properties will be provided by the CWA. The long-term management of the property will be provided by the County as part of the Escondido Creek Preserve. Operations and maintenance will be conducted utilizing existing budgeted resources within the Parks and Recreation Department. There will be no cost to the General Fund resulting from this action.

Business Impact Statement
N/A

Advisory Board Statement
N/A

BACKGROUND:
The County Water Authority (CWA) proposes to construct and operate reservoir, pipeline and pump station facilities to store and distribute approximately 90,100 acre-feet of water as emergency supplemental water supplies. This project is referred to as the Emergency Storage Project (ESP). The construction and operation of the ESP will result in temporary and permanent loss of existing upland habitat as described in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the ESP. The CWA is required to mitigate the temporary and permanent loss of existing upland habitat associated with the ESP by acquiring upland habitat within the Multiple Species Conservation Program (MSCP) planning area to satisfy the requirements of the Biological Opinion issued by the U.S. Fish and Wildlife Service (USFWS).

The ESP will impact habitat in the east County and in the Escondido Creek area. The County worked with the CWA to identify appropriate mitigation measures that would also support the MSCP and future planned habitat conservation efforts. The mitigation package for this project includes acquisition of land in the cities of Oceanside, Poway, and San Diego, along with the land acquisition in the Escondido Creek area. In addition, the mitigation package includes restoration and/or creation of wetland habitat in the Tijuana River Valley and Manchester properties. Purchase of credits in the mitigation banks at Daley Ranch, Escondido, and San Miguel are included in the ESP mitigation program, as well as wetlands creation and restoration which benefit degraded habitat in County ownership.

After purchasing the Escondido Creek Upland property, the CWA will deed the property to the County. The County will perform the long-term management activities including monitoring and reporting consistent with the requirements of the CWA's Biological Opinion and MSCP management guidelines.

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WILDLIFE HABITAT AREAS (ESCONDIDO CREEK, MANCHESTER PROPERTY AND TIJUANA RIVER VALLEY) (Districts: 1,3)

The 18.9-acre Manchester parcel currently owned by the City of Encinitas is anticipated to be sold to the County in the near future and will be included in the San Elijo Ecological Reserve. Until it is sold, the City of Encinitas has given right-of-entry for the purpose of wetlands creation, pending the acquisition of the property by the County (Attachment A).

Staff from the Department of Parks and Recreation and the CWA are working to draft an agreement that will include the following major provisions for the following properties:

Escondido Creek Uplands

- The CWA will purchase the property at no cost to the County.
- The CWA will transfer title of the property to the County.
- The County will prepare a long-term management plan and submit the plan to the USFWS and the California Department of Fish and Game (CDFG) for review and approval.
- The County will manage the land on a long-term basis for open space preservation and wildlife conservation.

Manchester Property and Tijuana River Valley

- The CWA shall design and construct wetlands at either or both sites at no cost to the County.
- The CWA will perform post construction monitoring until certain success criteria are met at no cost to the County.
- The County will preserve the property for open space and habitat conservation.

Property acquired will be owned, operated, and maintained by the County pursuant to the provisions of the agreement. Operations and maintenance of the property would be managed utilizing existing budgeted resources within the Department of Parks and Recreation. The recommended action will authorize the Clerk of the Board of Supervisors to execute the agreement, with the approval of County Counsel, once negotiations are complete.

Environmental

These actions will result in the acquisition of up to 41 acres of real property identified as the Escondido Creek Upland properties to preserve open space, habitat and cultural resources. These properties are within the future planning area of the North County MSCP and contain sensitive habitat and species, including the California Gnatcatcher (*Polioptila californica californica*).

In addition, these actions will provide for the creation of sensitive wetland habitat on two properties that are currently in a disturbed state, at no cost to the County. The primary site identified for wetland creation is the 18.9-acre Manchester parcel in the San Elijo Ecological Reserve. The second site is within the Tijuana River Valley Regional Park. The City of San Diego MSCP Subarea Plan for the Tijuana River Valley Regional Park identifies 300 acres

available for habitat creation/restoration. Of that, over 50 acres are appropriate for wetland creation. The project site is a portion of these 50 acres and is immediately adjacent to an existing mitigation site along the Tijuana River.

The proposed acquisition and wetland creation will fulfill mitigation required by the Emergency Storage Project Environmental Impact Report/Environmental Impact Statement.

Alignment with the County of San Diego Strategic Plan
The proposed action is consistent with the Strategic intent of the Board of Supervisors "to preserve and enhance the environment of San Diego County" by acquiring and preserving gnatcatcher habitat along Escondido Creek and by restoring degraded habitat in the Tijuana River Valley and the Manchester Property.

Respectfully submitted,

ROBERT R. COPPER
Deputy Chief Administrative Officer

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WILDLIFE HABITAT AREAS (ESCONDIDO CREEK, MANCHESTER PROPERTY AND TIJUANA RIVER VALLEY) (Districts: 1,3)

AGENDA ITEM INFORMATION SHEET

CONCURRENCE(S)

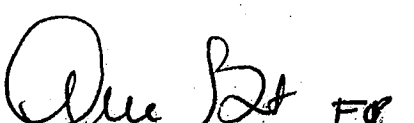
COUNTY COUNSEL REVIEW Written disclosure per County Charter §1000.1 required?	[X] Yes [] Yes	 [X] No
GROUP/AGENCY FINANCE DIRECTOR	[X] Yes	[] N/A
CHIEF FINANCIAL OFFICER Requires Four Votes	[] Yes [] Yes	[X] N/A [X] No
GROUP/AGENCY INFORMATION TECHNOLOGY DIRECTOR	[] Yes	[X] N/A
CHIEF TECHNOLOGY OFFICER	[] Yes	[X] N/A
DEPARTMENT OF HUMAN RESOURCES	[] Yes	[X] N/A

Other Concurrence(s): N/A

ORIGINATING DEPARTMENT: Department of Parks and Recreation

CONTACT PERSON(S):

Melissa Lowrey Name	Cory Linder Name
(858) 694-3038 Phone	(858) 694-3367 Phone
(858) 495-5841 Fax	(858) 495-5841 Fax
029 Mail Station	029 Mail Station
Mlowrepk@co.san-diego.ca.us E-mail	Clindepk@co.san-diego.ca.us E-mail

AUTHORIZED REPRESENTATIVE: 

SUSAN M. HECTOR, Ph.D., Director

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WILDLIFE HABITAT AREAS (ESCONDIDO CREEK, MANCHESTER PROPERTY AND TIJUANA RIVER VALLEY)
(Districts: 1,3)

AGENDA ITEM INFORMATION SHEET
(continued)

PREVIOUS RELEVANT BOARD ACTIONS:
N/A

BOARD POLICIES APPLICABLE:
N/A

BOARD POLICY STATEMENTS:
N/A

CONTRACT NUMBER(S):
N/A

ATTACHMENT A

City of Encinitas

May 30, 2001

Susan M. Hector
Department of Parks and Recreation
County of San Diego
5201 Ruffin Road, Suite P
San Diego, CA 92123

Re: Permission for County Water Authority to Access Manchester Property Owned by City of Encinitas

Dear Susan:

The City of Encinitas agrees to let the County Water Authority on to the Manchester property for the purpose of wetlands creation, and to provide access for study and design, pending the acquisition of the property by the County of San Diego.

If you have any questions please call my office at (760) 633-2610.

Sincerely,

Kerry L. Miller
City Manager

AGREEMENT BETWEEN SAN DIEGO COUNTY WATER AUTHORITY AND COUNTY OF SAN DIEGO RELATING TO THE ACQUISITION OF ESCONDIDO CREEK UPLANDS AND THE CONSTRUCTION, MONITORING AND MAINTENANCE OF WETLAND HABITAT AREAS ON THE MANCHESTER AND TIJUANA RIVER VALLEY PROPERTIES

This AGREEMENT is made and entered into on August 8, 2001 ~~2002~~, by and between the San Diego County Water Authority, a county water authority duly organized pursuant to the County Water Authority Act ("AUTHORITY"), and the County of San Diego, a political subdivision of the State of California ("COUNTY").

RECITALS

A. The AUTHORITY has adopted, and periodically updates, a Capital Improvement Program ("CIP") for regional water storage and conveyance facilities to meet the mission of providing a safe and reliable supply of imported water its service area.

B. As identified in the CIP, the AUTHORITY has approved a project to construct and operate reservoir, pipeline and pump station facilities to store and distribute approximately ninety thousand one hundred (90,100) acre-feet of water as emergency supplemental water supplies as part of the Emergency Storage Project ("ESP").

C. The AUTHORITY'S construction and operation of the ESP will result in temporary and permanent loss of existing wetland and upland habitat as described in the Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") for the ESP and the ESP Mitigation Monitoring and Reporting Program ("MMRP").

D. The AUTHORITY is required to mitigate the temporary and permanent loss of existing upland habitat associated with the ESP by acquiring 649 acres of upland habitat within the MSCP planning area to satisfy the requirements of the ESP Biological Opinion issued by the U.S. Fish and Wildlife Service ("USFWS") to the AUTHORITY with respect to the ESP.

E. The AUTHORITY is required to mitigate the permanent loss of existing wetland habitat associated with the ESP by constructing 14.9 acres of wetland habitat to satisfy the requirements of the ESP U.S. Army Corps of Engineers ("Corps") 404 permit No. 95-20092-DZ ("Corps Permit") and the California Department of Fish and Game ("CDFG") ESP Streambed Alteration Agreement No. 5-361-96 ("CDFG Permit").

F. Implementation of other AUTHORITY CIP components for water storage and conveyance facilities to serve the San Diego region is expected to result in additional permanent and temporary impacts to existing wetland habitat.

G. The AUTHORITY anticipates that any permanent impacts to existing wetland habitat as a result of the CIP implementation will require mitigation consistent with the provisions of federal and state laws administered by the Corps and CDFG, respectively.

H. The AUTHORITY desires to construct and thereby create at least 40 acres of new wetland habitat, (15 for this project, 25 for banking) in advance of these future CIP impacts to existing wetlands in order to create a wetland mitigation bank for the purpose of providing advanced mitigation, or pre-mitigation, for future AUTHORITY CIP projects.

I. The AUTHORITY is in the process of preparing a Natural Communities Conservation Plan (NCCP) and is seeking written approval from the Corps and CDFG to establish a wetland mitigation bank for the purposes stated in Recital H, above.

J. On October 22, 1997, the COUNTY Board of Supervisors adopted the Multiple Species Conservation Program, County of San Diego Subarea Plan ("MSCP") to provide a comprehensive, long-term habitat conservation plan that addresses the needs of multiple species and the preservation of natural vegetation communities in San Diego County. The property, hereinafter referred to as the Escondido Creek Uplands, has been identified by the AUTHORITY and COUNTY as a site within the proposed North County MSCP planning area suitable for upland habitat preservation and enhancement. Acquisition, preservation and management of the Escondido Creek Uplands pursuant to this AGREEMENT would benefit the AUTHORITY, COUNTY, and the region by providing conservation consistent with the proposed North County MSCP and the EIR/EIS for the ESP.

K. The COUNTY is willing to assume responsibility for ownership of Escondido Creek Uplands and for funding the long-term management and monitoring efforts at Escondido Creek Uplands because of the regional benefits associated with implementation of its proposed North County MSCP.

L. On September 12, 2001, the COUNTY Board of Supervisors approved and authorized funds for the purchase of an 18.9-acre parcel adjacent to San Elijo Lagoon in the City of Encinitas (and currently owned by the City of Encinitas) for open space preservation and lagoon protection. The property, hereinafter referred to as the Manchester Property, has been identified by COUNTY and AUTHORITY as a site suitable for wetland creation, restoration and enhancement. Acquisition, preservation, creation and restoration of the Manchester Property pursuant to this AGREEMENT would benefit the AUTHORITY, COUNTY, and the region by providing conservation consistent with the proposed North County MSCP and EIR/EIS for the ESP.

M. The COUNTY presently owns numerous parcels in the Tijuana River Valley, hereinafter referred to as the Tijuana River Valley Property, that have been identified by COUNTY and AUTHORITY as a site suitable for wetland restoration and enhancement. Restoration and enhancement of the Tijuana River Valley Property pursuant to this AGREEMENT would benefit the AUTHORITY, COUNTY, and the region by providing conservation consistent with the MSCP and EIR/EIS for the ESP.

TERMS OF AGREEMENT

Now, therefore, the parties agree as follows:

1. The following properties as shown on the regional map attached as Exhibit A are the subject of this agreement.

a. Escondido Creek Uplands: The real property referred to herein as the Escondido Creek Uplands Property is listed below and shown on Exhibit B and described on Exhibit C attached hereto. Alternative properties in Escondido Creek with equivalent habitat values and acceptable to both parties may be substituted.

Assessor Parcel Numbers: 264-03-139, 264-03-140, 264-03-210

b. Manchester: The real property referred to herein as the Manchester Property is listed below and shown on Exhibit D attached hereto.

Assessor Parcel Numbers: 262-073-03, 262-073-25

c. Tijuana River Valley: The 32 acres of real property referred to herein as the Tijuana River Valley Property consists of portions of one or more of the parcels listed below and shown on Exhibit E attached hereto, or any other parcel(s) suitable for wetland creation and acceptable to both parties.

Assessor Parcel Numbers: 636-020-20, 636-020-48, 636-021-05, 637-010-72, 637-010-173, 664-010-57, 664-010-54, 662-020-05, 662-020-06, 663-011-12.

2. **AUTHORITY Rights and Obligations.**

Escondido Creek Uplands:

a. AUTHORITY shall negotiate with the property owners the price, terms and conditions for the purchase of Escondido Creek Uplands Property.

b. If AUTHORITY approves the price, terms and conditions, the AUTHORITY, at its sole expense, shall acquire Escondido Creek Uplands Property so long as the AUTHORITY: (i) receives 37 acres of credit from the USFWS for satisfaction of the upland habitat mitigation and preservation obligations of the ESP permits and environmental documents described above; or (ii) if the AUTHORITY receives some, but less than 37 acres of credit for satisfaction of the requirements of the ESP permits and environmental documents, AUTHORITY may use Escondido Creek Uplands Property for other mitigation purposes.

c. Pursuant to purchase agreement with the property owners consistent with this AGREEMENT, the AUTHORITY shall deposit the necessary funds into an escrow account for the acquisition of Escondido Creek Uplands Property. In addition to any other terms and conditions that may be negotiated with the sellers, the following condition shall be met to the satisfaction of the AUTHORITY prior to the close of escrow: The AUTHORITY shall obtain a written statement from USFWS that (i) the purchase of Escondido Creek Uplands Property will satisfy, in part, the criteria of item 2.1 of the terms and conditions of the ESP Biological Opinion regarding native upland habitat values; (ii) the designation of the COUNTY as the land manager is acceptable; and (iii) the ownership of the Escondido Creek Uplands Property by the COUNTY is acceptable.

d. Upon close of escrow and in accordance with paragraph c., above, the property shall be conveyed to the COUNTY free and clear of all liens and encumbrances, except for existing recorded access and utility easements, unless approved by the COUNTY in writing before close of escrow.

e. The AUTHORITY shall have the right, but not the obligation, to audit any books, records, receipts, purchase orders, settlements and other documentation and supporting information relating to the COUNTY'S obligations under this AGREEMENT. Any such audit(s) shall be undertaken by an employee of the AUTHORITY or its contracted representative(s) from a Certified Public Accounting firm at reasonable business hours and in conformance with legally accepted auditing standards.

f. Promptly upon receipt, the AUTHORITY shall provide to the COUNTY a copy of the written statement from USFWS referenced in paragraph c., above. The AUTHORITY shall also provide to the COUNTY, upon request, all correspondence between the AUTHORITY and any third party relating to the acquisition of the Escondido Creek Uplands property.

Manchester and Tijuana River Valley Properties:

g. The AUTHORITY, at its sole expense, shall design and construct wetlands at either or both the Manchester Property and the Tijuana River Valley Property in accordance with requirements of the Corps Permit and CDFG Permit. Before commencing construction, AUTHORITY shall submit the design and construction plans to the COUNTY for review and comment. AUTHORITY shall not commence construction until the COUNTY completes their review of the AUTHORITY'S design and construction plans. The COUNTY'S review shall be performed within the AUTHORITY'S established project schedule and shall not be unreasonably delayed.

h. The AUTHORITY shall provide and pay for all post-construction monitoring at the constructed wetlands until the AUTHORITY provides the COUNTY with a

written statement from the Corps and CDFG that the success criteria as defined by the Corps Permit and CDFG Permit have been satisfied.

i. Any wetland mitigation credit from the AUTHORITY'S activities at Manchester Property and Tijuana River Valley Property pursuant to this AGREEMENT shall accrue to the benefit of the AUTHORITY.

j. The AUTHORITY shall cooperate and provide all information and documents requested if the COUNTY undertakes an audit.

k. The AUTHORITY acknowledges that the COUNTY does not currently own the Manchester Property, but is in the process of acquiring title from the City of Encinitas. The AUTHORITY also acknowledges that the COUNTY may grant a new sewer easement running north/south across the Manchester Property to provide public sewer service to the proposed Encinitas Country Day School (approved by the City of Encinitas) on the property immediately north of the Manchester Property. Despite the best efforts of the City to locate the easement elsewhere, the easement may cross the area on the Manchester Property where the AUTHORITY proposes to construct wetlands. The AUTHORITY has no objections to the granting of this new sewer easement across the proposed wetland area provided the easement does not affect the amount of the wetlands mitigation credit or, if there is an affect, the COUNTY makes substitute mitigation land available at some other location acceptable to AUTHORITY.

l. The following provisions shall apply to the AUTHORITY'S construction of wetlands on the Manchester Property. Construction is defined as the time period commencing with AUTHORITY'S issuance of a notice to proceed to the construction contractor and ending with the AUTHORITY'S issuance of a notice of completion after wetlands have been constructed by the construction contractor. AUTHORITY may issue notice of completion only after wetlands have been fully constructed.

During the AUTHORITY'S construction of wetlands on the Manchester Property, the AUTHORITY shall be solely responsible for fully complying with all Environmental Laws, as defined in Exhibit F attached hereto, regarding hazardous materials, regardless of whether or not the obligation to comply is on the land owner. The term "hazardous materials" as used in this Agreement is defined in Exhibit F.

If the AUTHORITY or its employees, agents or contractors spills, leaks or discharges any hazardous material on the Manchester Property, the AUTHORITY shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of any hazardous material, including any contaminated soil. If the AUTHORITY fails to make the required repairs, to clean up the spill or to properly dispose of any hazardous material, COUNTY may, after written notice to AUTHORITY, take all steps

COUNTY deems necessary to make the necessary repairs, to clean up the spill, and to dispose of any hazardous material, including any contaminated soil. The AUTHORITY shall reimburse the COUNTY for the cost of all repairs and clean up work that the COUNTY does. The AUTHORITY shall reimburse the COUNTY for this expense within 30 days of receiving a bill for this work from the COUNTY.

If the AUTHORITY or its employees, agents or contractors stores, handles, spills, leaks or discharges any hazardous material on the Manchester Property, the AUTHORITY shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the storage, processing, handling, disposing, spilling, leaking or discharging of the hazardous substance.

During the AUTHORITY'S construction of wetlands on the Manchester Property, the AUTHORITY shall indemnify, defend, reimburse and hold harmless COUNTY, its employees, officers and agents from any and all liability, claims, damages or injuries to any person, including injury to the COUNTY or any of COUNTY'S employees, officers, agents, representatives, guests, licensees, invitees, patrons, or of any other person whomsoever, and all expenses of investigating and defending against same, arising from, or alleged to have arisen from, or in connection with the presence of hazardous materials upon, about or beneath this Property or migrating to or from this Property or arising in any manner whatsoever out of the AUTHORITY'S violation of any governmental regulation pertaining to hazardous materials which condition exists after the execution of this Agreement.

Before commencing construction of wetlands, the AUTHORITY shall provide at least three days' written notice to the COUNTY.

m. The following provisions shall apply to the AUTHORITY'S construction of wetlands on the Tijuana River Valley Property. Construction is defined as the time period commencing with AUTHORITY'S issuance of a notice to proceed to the construction contractor and ending with the AUTHORITY'S issuance of a notice of completion after wetlands have been constructed by the construction contractor. AUTHORITY may issue notice of completion only after wetlands have been fully constructed.

During the AUTHORITY'S construction of wetlands on the Tijuana River Valley Property, the AUTHORITY shall be solely responsible for fully complying with all Environmental Laws regarding the spilling, leaking, discharging, storing or handling of hazardous materials on the Tijuana River Valley Property by the AUTHORITY or its employees, agents or contractors.

If the AUTHORITY or its employees, agents or contractors spills, leaks or discharges any hazardous material on the Tijuana River Valley Property, the AUTHORITY shall immediately make all repairs necessary to prevent further

AUTHORITY fails to make the required repairs, to clean up the spill or to properly dispose of any hazardous material, COUNTY may, after written notice to AUTHORITY, take all steps COUNTY deems necessary to make the necessary repairs, to clean up the spill and to dispose of any hazardous material, including any contaminated soil. The AUTHORITY shall reimburse the COUNTY the cost of all repairs and cleanup work that the COUNTY does. The AUTHORITY shall reimburse the COUNTY for this expense within 30 days of receiving a bill for this work from the COUNTY.

If the AUTHORITY or its employees, agents or contractors stores, handles, spills, leaks or discharges any hazardous material on the Tijuana River Valley Property, the AUTHORITY shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the storage, processing, handling, disposing, spilling, leaking or discharging of the hazardous material.

During the AUTHORITY'S construction of wetlands on the Tijuana River Valley Property, the AUTHORITY shall defend, indemnify, reimburse and hold harmless COUNTY, its employees, officers and agents from any and all liability, claims, damages or injuries to any person, including injury to the COUNTY or any of COUNTY'S employees, officers, agents, representatives, guests, licensees, invitees, patrons or any other person, and all expenses of investigating and defending against same, arising from or alleged to have arisen from or in connection with the spilling, leaking, discharging, storing or handling of hazardous materials on the Tijuana River Valley Property by the AUTHORITY or its employees, agents or contractors.

The AUTHORITY shall prepare a Phase I Assessment for the particular parcel in the Tijuana River Valley Property on which the AUTHORITY proposes to construct wetlands. The AUTHORITY shall provide a copy of the Phase I Assessment to the COUNTY. The COUNTY shall evaluate the Phase I Assessment and determine whether a Phase II Assessment on that parcel is warranted. If the COUNTY determines that a Phase II Assessment is not warranted, the AUTHORITY may proceed pursuant to Section 2.g., above. If the COUNTY determines that a Phase II Assessment is warranted and if the AUTHORITY decides not to prepare a Phase II Assessment, the AUTHORITY shall not construct wetlands on that parcel. The AUTHORITY may select another parcel from the Tijuana River Valley Property and shall prepare a Phase I Assessment on that parcel as described above.

If the AUTHORITY prepares a Phase II Assessment on the parcel, the AUTHORITY shall provide a copy of the Phase II Assessment to the COUNTY when completed. If the Phase II Assessment shows the potential presence of hazardous materials, the AUTHORITY shall restore the parcel to its pre-Phase II Assessment condition and shall report the results of the Phase II Assessment to the County Department of Environmental Health. The COUNTY shall be

responsible for managing and disposing of any hazardous materials that were extracted from the ground during the Phase II Assessment.

If after preparing a Phase II Assessment on a parcel the AUTHORITY wants to proceed with constructing wetlands on that parcel, the AUTHORITY shall first request and obtain the COUNTY'S written approval to proceed based on the Phase II Assessment.

If, based on the results of the Phase II Assessment, the COUNTY denies the AUTHORITY'S request to proceed with constructing wetlands on the parcel, the AUTHORITY may either: (i) select another parcel from the Tijuana River Valley Property and undertake the Phase I and Phase II Assessment process described above, or (ii) proceed with construction upon three days' written notice to the COUNTY. If the AUTHORITY decides to proceed with wetlands construction on the parcel despite COUNTY'S denial, the AUTHORITY shall be solely responsible for the management and disposal of all hazardous materials uncovered or discovered on the parcel.

If the COUNTY does not require a Phase II Assessment, or if based on the results of the Phase II Assessment the COUNTY approves the AUTHORITY'S request to proceed with constructing wetlands on the parcel, the AUTHORITY shall provide at least three days' written notice to the COUNTY before commencing construction. If during construction of the wetlands, the AUTHORITY uncovers or discovers hazardous materials, the AUTHORITY shall immediately cease construction, promptly notify the COUNTY and secure the site. If, after consultation with the COUNTY, the AUTHORITY desires to proceed with construction, the AUTHORITY shall be responsible for management and disposal of all hazardous materials uncovered or discovered on the parcel. If, after consultation with the COUNTY, the AUTHORITY does not proceed with construction, the AUTHORITY shall restore the site as directed by the COUNTY, and the COUNTY shall manage and dispose of any hazardous materials that require disposal. The AUTHORITY may then select another parcel from the Tijuana River Valley Property and undertake the Phase I and Phase II Assessment process described above.

If under any circumstances the AUTHORITY proceeds with wetlands construction and discovers or uncovers hazardous materials, but continues to construct the wetlands, the following defense and indemnity provision shall apply during construction:

The AUTHORITY shall indemnify, defend, reimburse and hold harmless COUNTY, its employees, officers and agents from any and all liability, claims, damages or injuries to any person, including injury to the COUNTY or any of COUNTY'S employees, officers, agents, representatives, guests, licensees, invitees, patrons, or of any other person whomsoever, and all expenses of investigating and defending against same, arising from, or alleged to have arisen

from, or in connection with the presence of hazardous materials upon, about or beneath this Tijuana River Valley Property or migrating to or from this Property or arising in any manner whatsoever out of the AUTHORITY'S violation of any governmental regulation pertaining to hazardous materials which condition exists after the execution of this Agreement.

The AUTHORITY shall pay the entire cost for all Phase I and Phase II Assessments.

If during construction the AUTHORITY uncovers non-hazardous materials that must be disposed of to construct viable wetlands, the AUTHORITY shall promptly notify the COUNTY, and the COUNTY shall dispose of the materials.

3. **COUNTY Rights and Obligations.**

Escondido Creek Uplands:

a. At the close of escrow, COUNTY shall take fee title to the Escondido Creek Uplands property subject to such easements or other title restrictions established pursuant to Section 2.d., above, and shall be the land manager for Escondido Creek Uplands property.

b. The COUNTY shall hold Escondido Creek Uplands property solely for purposes of maintaining it as a permanent open space and wildlife conservation area including passive recreation consistent with the Long-term Management Plan. If necessary to satisfy the AUTHORITY'S mitigation obligation for ESP and if directed to do so by the AUTHORITY, the COUNTY shall grant to the AUTHORITY, the CDFG, the USFWS or any combination of these agencies, an easement to preserve Escondido Creek Uplands property in perpetuity as an open space and wildlife conservation area. With the prior written approval of the AUTHORITY, the COUNTY may grant such other easements as may be required for access, utilities and other purposes necessary to implement the Long-term Management Plan or for open space and wildlife conservation purposes. AUTHORITY shall not unreasonably withhold its approval. Except as specified above, the COUNTY shall maintain title to Escondido Creek Uplands property free and clear of all encumbrances and liens, except for existing access and utility easements.

c. The COUNTY shall meet all requirements of the USFWS to manage and maintain Escondido Creek Uplands property as an open space and wildlife conservation area for the purpose of providing 37 acres of credit to the AUTHORITY for ESP mitigation as required by the ESP Biological Opinion. In so doing, the COUNTY shall provide for the preservation of sensitive biological resources in perpetuity. The COUNTY shall perform all long-term management and maintenance of Escondido Creek Uplands property to the reasonable satisfaction of the USFWS and CDFG. The COUNTY shall develop a Long-term

satisfaction of the USFWS and CDFG. The COUNTY shall develop a Long-term Management Plan for the Escondido Creek Uplands property. The COUNTY shall submit the Long-term Management Plan to the USFWS and the CDFG for review and approval. In accordance with the ESP Biological Opinion, the AUTHORITY shall obtain written approval from USFWS of the Long-term Management Plan. The COUNTY is responsible for preparing the draft Long-term Management Plan within six months subsequent to receipt of title to the property. The COUNTY shall provide the draft Long-term Management Plan to the AUTHORITY for review and comment prior to submission to the USFWS and CDFG.

d. The COUNTY may transfer the obligations of land manager for Escondido Creek Uplands property to another entity subject to the prior written approval of the AUTHORITY and USFWS. AUTHORITY shall not unreasonably withhold its approval.

e. The COUNTY shall not use Escondido Creek Uplands property for any purpose other that stated in this AGREEMENT except with the prior written authorization of the AUTHORITY. AUTHORITY shall not unreasonably withhold its approval.

f. The COUNTY shall cooperate and provide all information and documents requested if the AUTHORITY undertakes an audit pursuant to section 2.e., above.

g. The COUNTY shall have full and sole responsibility for the management, maintenance and use of Escondido Creek Uplands property consistent with the terms of this AGREEMENT and the Long-term Management Plan.

Manchester and Tijuana River Valley Properties:

h. COUNTY will provide AUTHORITY the right to access and construct a total of 40 acres suitable for wetlands creation as defined in the ESP Biological Opinion and subject to the approval of the ACOE and CDFG. COUNTY will make a good faith effort to ensure that 32 acres is located within the Tijuana River Valley, and 8 acres is on a contiguous site at the Manchester Property (or some other location acceptable to the AUTHORITY north of Interstate 8). Until the 40 acres of COUNTY owned wetlands identified in this agreement are deemed to be suitable for the AUTHORITY'S wetland mitigation program, the AUTHORITY shall have first right of refusal on alternative COUNTY parkland north of Interstate 8 on which wetland restoration/creation sites are available.

i. The COUNTY shall maintain and hold fee title to the Tijuana River Valley Property on which the AUTHORITY constructs wetlands under this Agreement and restrict the use of this property through an appropriate restriction, dedication, open space or conservation easement, or other easement or condition of title as may be necessary to preserve the property for permanent open space and habitat

conservation in accordance with this AGREEMENT. If necessary to satisfy the AUTHORITY'S mitigation obligation for ESP and if directed to do so by the AUTHORITY, the COUNTY shall grant to the AUTHORITY, the CDFG, the USFWS or any combination of these agencies, an easement to preserve Tijuana River Valley Property.

j. The COUNTY, at its sole expense, shall make a good-faith effort to obtain fee title to the Manchester property from the City of Encinitas. Once acquired, the COUNTY shall hold fee title to the Manchester Property and restrict the use of the property through an appropriate restriction, dedication, open space or conservation easement, or other easement, or condition of title as may be necessary to preserve the property for permanent open space and habitat conservation in accordance with this AGREEMENT. The COUNTY may grant a new sewer easement across the Manchester Property to provide public sewer service to the proposed Encinitas Country Day School (approved by the City of Encinitas) on the property immediately north of the Manchester Property. Despite the best efforts of the City to locate the easement elsewhere, the easement may cross the area on the Manchester Property where the AUTHORITY proposes to construct wetlands. The AUTHORITY has no objections to the granting of this new sewer easement, across the proposed wetland area provided the easement does not affect the amount of the wetlands mitigation credit or, if there is an effect, the COUNTY makes substitute mitigation land available at some other location acceptable to the AUTHORITY. If necessary to satisfy the AUTHORITY'S mitigation obligation for ESP and if directed to do so by the AUTHORITY, the COUNTY shall grant to the AUTHORITY, the CDFG, the USFWS or any combination of these agencies, an easement to preserve the Manchester property.

k. The parties agree that in the event the COUNTY does not obtain fee title to the Manchester Property, then COUNTY will provide AUTHORITY access to an alternate 8-acre wetland creation site(s), acceptable to both parties and the Corps and CDFG. County will make a good faith effort to provide an alternate wetland site located north of Interstate 8. Until the 40 acres of COUNTY owned wetlands identified in this agreement are deemed to be suitable for the AUTHORITY'S wetland mitigation program, the AUTHORITY shall have first right of refusal on alternative COUNTY parkland north of Interstate 8 on which wetland restoration/creation sites are available.

l. The COUNTY shall also provide to the AUTHORITY, upon request, all correspondence between the COUNTY and any third party relating to the acquisition of the Manchester Property.

Escondido Creek Uplands, Manchester and Tijuana River Valley Properties:

The COUNTY shall have the right, but not the obligation, to audit any books, records, receipts, purchase orders, settlements and other documentation and

AGREEMENT. Any such audit(s) shall be undertaken by an employee of the COUNTY or its contracted representative(s) from a Certified Public Accounting firm at reasonable business hours and in conformance with legally accepted auditing standards.

4. DEFENSE AND INDEMNITY

Except as specified in paragraph 2l and 2m above, the following defense and indemnity provisions shall apply:

a. Claims Arising From Sole Acts or Omissions of COUNTY

The COUNTY hereby agrees to defend and indemnify AUTHORITY, its agents, officers and employees from any claim, action or proceeding against AUTHORITY, arising solely out of the acts or omissions of COUNTY in the performance of this AGREEMENT. At its sole discretion, AUTHORITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this AGREEMENT. AUTHORITY shall notify COUNTY of any claim, action or proceeding and cooperate fully in the defense.

b. Claims Arising From Sole Acts or Omissions of AUTHORITY

AUTHORITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of AUTHORITY or its agents, officers, employees, or contractors in the performance of this AGREEMENT. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim action or proceeding, but such participation shall not relieve AUTHORITY of any obligation imposed by this AGREEMENT. COUNTY shall notify AUTHORITY promptly of any claim, action or proceeding and cooperate fully in the defense.

c. Claims Arising From Concurrent Acts or Omissions

The COUNTY hereby agrees to defend itself, and the AUTHORITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and AUTHORITY. In such cases COUNTY and AUTHORITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph e., below.

d. Joint Defense

Notwithstanding paragraph c., above, in cases where COUNTY and AUTHORITY agree in writing to a joint defense, COUNTY and AUTHORITY

may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of AUTHORITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and AUTHORITY. COUNTY and AUTHORITY agree to share the costs for such joint defense and any agreed settlement in equal amounts, except as provided in paragraph e., below. COUNTY and AUTHORITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and AUTHORITY.

e. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and AUTHORITY may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

5. The interpretation and performance of this AGREEMENT shall be governed by the laws of the State of California.

6. If any provision of this AGREEMENT that does not affect the material obligations of the parties, or the application thereof to any person or circumstances is found to be invalid, the provision may be severed and the remainder of this AGREEMENT shall not be affected thereby.

7. This AGREEMENT may be signed in multiple counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this AGREEMENT is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one AGREEMENT.

8. The recitals set forth above are incorporated into this AGREEMENT.

9. The COUNTY shall not sell or trade Escondido Creek Uplands, Manchester, or Tijuana River Valley Properties or alter their respective use for any purpose other than that permitted by this AGREEMENT, without expressed prior written approval by the AUTHORITY, which approval shall not be unreasonably withheld if approval would not otherwise affect the AUTHORITY'S needs or purposes for the property under this AGREEMENT.

10. If a dispute arises out of, or relates to this AGREEMENT, or the breach thereof, and if the dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Commercial Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law. The party producing such witnesses shall pay the expenses of witnesses for either side. All other expenses of the mediation, including required traveling and expenses of the mediator, and the cost of the any proofs or expert advice produced at the direct request of

the mediator, shall be borne equally by the parties, unless they agree otherwise. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator shall be knowledgeable in the subject matter of the dispute and may be selected from lists furnished by the AAA or any other agreed upon mediator. To initiate mediation, the initiating party shall serve a Request for Mediation on the opposing party. If the mediator is selected from a list provided by AAA, the initiation party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees; a list of three requested mediators marked in preference order; and a preference for available dates. If AAA is selected to coordinate the mediation (Administrator), within ten (10) working days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following: a list of preferred mediators listed in preference order, after striking any mediators to which they have any factual objection, and a preference for available dates. If the opposing party strikes all of initiating party's preferred mediators, opposing party shall submit a list of three (3) preferred mediators listed in preference order to initiating party and Administrator. Initiating party shall file a list of preferred mediators listed in preference order, after striking any mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a mediator. The Administrator shall appoint or the parties shall agree upon the highest, mutually preferred, mediator from the individual parties' lists who is available to serve within the designated times frames. If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon. Mediation hearings shall be conducted in an informal manner and discovery shall not be allowed. All discussions, statements, or admissions shall be confidential to the party's legal position. The parties may agree to exchange any information they deem necessary. Each party must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either party may have attorney(s) or expert(s) present. Upon reasonable demand, either party may request and receive a list of witnesses and notification whether attorney(s) will be present. Any Agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purposes in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by each party. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

11. The parties shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this AGREEMENT, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

12. The individuals executing this AGREEMENT represent and warrant that they have the authority to enter into this AGREEMENT and to perform all acts required by this AGREEMENT, and that the consent, approval or execution of or by any third party

is not required to legally bind the party to the terms and conditions of this AGREEMENT.

13. The provisions of this AGREEMENT should be liberally construed to effectuate its purposes. The language of all parts of this AGREEMENT shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

14. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party(ies) to whom the notice is directed at the address of such party(ies) as follows:

AUTHORITY:	General Manager San Diego County Water Authority 4677 Overland Avenue San Diego, CA 92123
With Copy To:	Director of Water Resources San Diego County Water Authority 4677 Overland Avenue San Diego, CA 92123
COUNTY:	County of San Diego Parks and Recreation Director 5201 Ruffin Road, Suite P San Diego, CA 92123

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party(ies) may change its address by giving the other party(ies) written notice of its new address as herein provided.

15. This AGREEMENT shall be binding on and shall inure to the benefit of each of the parties and their respective heirs, legal representatives, successors and assigns.

16. The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this AGREEMENT and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this AGREEMENT.

17. Except for assignment of mitigation credits, the AUTHORITY shall not have the right to assign its rights or delegate any of its obligations or duties under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY shall not have the right to assign its rights or delegate any of its obligations or duties under this AGREEMENT without the prior written consent of the AUTHORITY.

18. The waiver of any breach of any provision of this AGREEMENT by any party(ies) to this AGREEMENT shall not be deemed to be a waiver of any proceeding or subsequent breach under the AGREEMENT, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party(ies) making the waiver.

19. The recitals stated at the beginning of this AGREEMENT of any matters or facts shall be conclusive proof of the truthfulness of those matters and the terms and conditions stated in the recitals, if any, shall be deemed a material part of this AGREEMENT.

20. The COUNTY shall execute and acknowledge three (3) originals of this AGREEMENT and the exhibits attached to this AGREEMENT, when and as applicable, and deliver the signed originals to the AUTHORITY. The AUTHORITY shall then execute and acknowledge each such original document, as applicable, and deliver to the COUNTY a fully executed original of each such document.

21. The exhibits referenced in this AGREEMENT are incorporated by this reference as fully set forth in it. In the event an exhibit is modified, the parties shall execute the amendment to this AGREEMENT deleting the existing exhibit that is to be replaced and incorporating the replacement exhibit, in the prior exhibit's place. The original exhibit being replaced shall be removed from each party's original AGREEMENT and replaced with the new exhibit.

22. This AGREEMENT and the Exhibits incorporated by reference herein contain the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means.

23. This AGREEMENT is not intended to benefit the Corps, USFWS or CDFG and does not create any third party beneficiary rights in the Corps, USFWS or CDFG.

IN WITNESS WHEREOF, the parties have executed this document as of the date first stated above.

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors
Thomas J. Pastuszka
Clerk of the Board of Supervisors

Approved as to form and legality
County Counsel

By: _____
Senior Deputy

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 8/8/07 Minute Order No. 15
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By _____
Deputy Clerk

SAN DIEGO COUNTY WATER AUTHORITY

By: _____
for Maureen A. Stapleton,
General Manager

Approved as to form:

By: _____
Assistant General Counsel

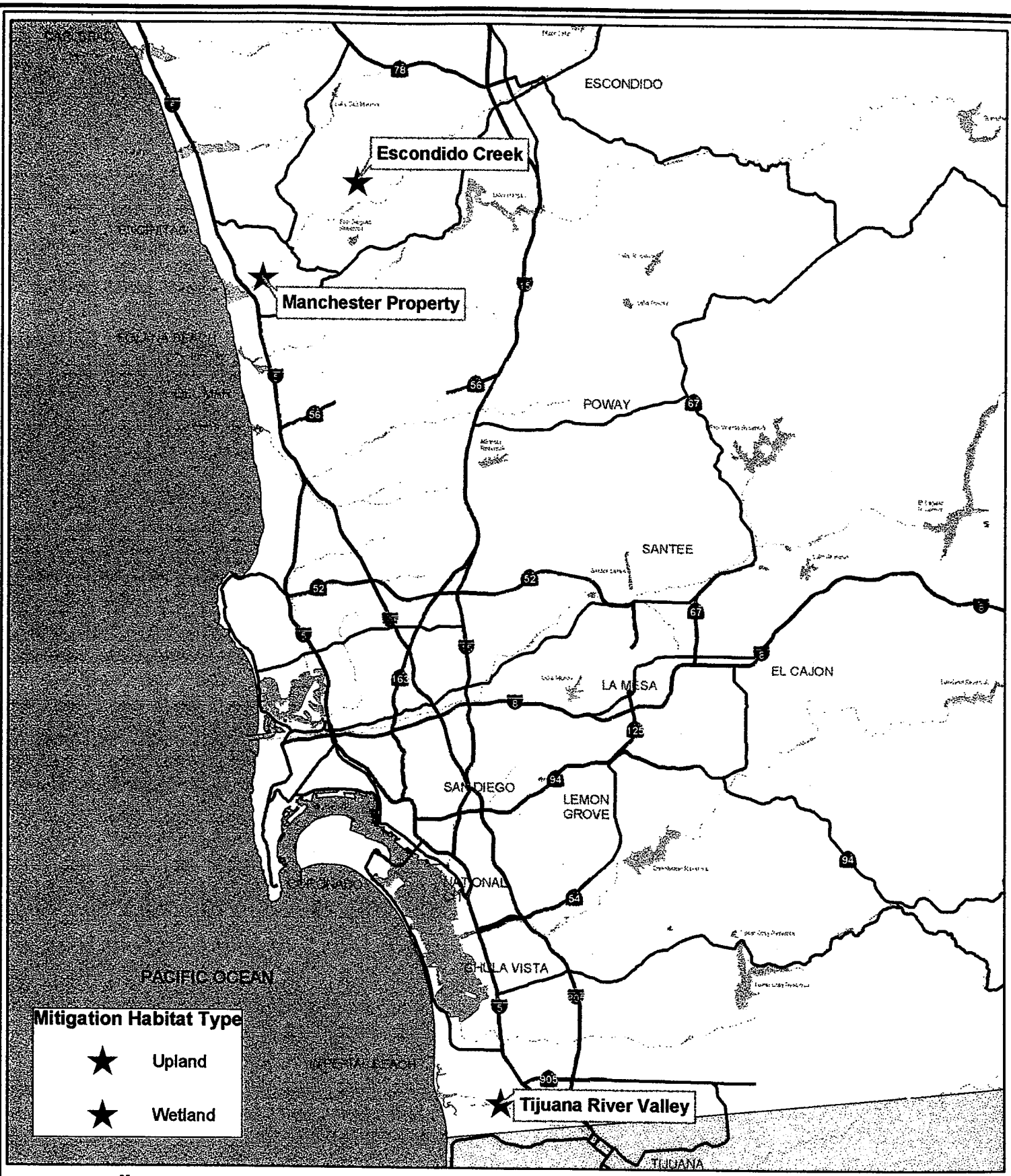


EXHIBIT A

County of San Diego Proposed Mitigation Sites Regional Locations

San Diego County Water Authority GEOGRAPHIC INFORMATION SYSTEM GIS

CHAMPIL3_Maps\Yr2001\Wk\Purch_Agree.mxd

Escondido Creek Uplands Properties

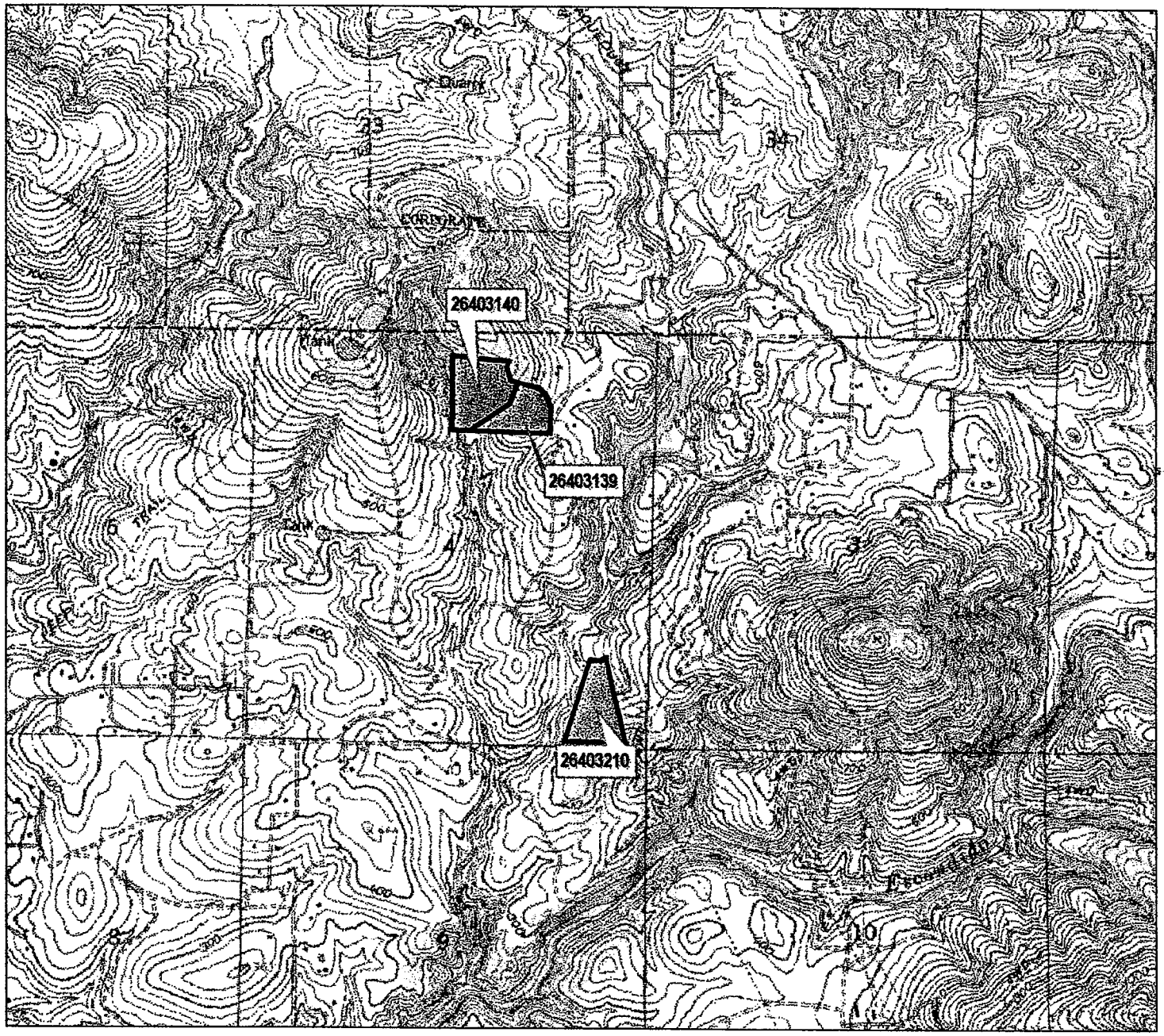


EXHIBIT B

NOTE: This figure is for general planning discussions only. The boundaries shown are approximate. Every reasonable effort has been made to assure the accuracy of this map. However, neither the SanGIS participants nor San Diego Data Processing Corporation assume any liability arising from its use.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

San Diego County Water Authority GEOGRAPHIC INFORMATION SYSTEM GIS

CHAMPL3_Maps\Yr2001\WhPurch_Agree.mxd

EXHIBIT C
ESCONDIDO CREEK UPLANDS
LEGAL DESCRIPTION
APN's: 264-03-139 and 264-03-140

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 3 AND 4 OF PARCEL MAP NO. 10192, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 3, 1980 AS FILE NO. 80-211468 OF OFFICIAL RECORDS.

RESERVING THEREFROM AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS THEREOF LYING WITHIN THE AREA DELINEATED AND DESIGNATED THEREON AS "PROPOSED 40.00' PRIVATE ROAD EASEMENT" AND "PROPOSED PRIVATE EASEMENT ROAD" ON SAID PARCEL MAP.

PARCEL B:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITIES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF PARCELS 1 AND 2 OF PARCEL MAP NO. 10192, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 3, 1980 AS FILE NO. 80-211468 OF OFFICIAL RECORDS, LYING WITHIN THE AREA DELINEATED AND DESIGNATED AS "PROPOSED 40.00' PRIVATE ROAD EASEMENT".

PARCEL C:

AN EASEMENT FOR UNDERGROUND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 10192, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 3, 1980 AS FILE NO. 80-211468 OF OFFICIAL RECORDS, LYING WITHIN A STRIP OF LAND 10.00 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL MAP NO. 2099, FILED NOVEMBER 23, 1973 AS FILE NO. 326278 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN DIEGO; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 02°00'16" WEST, 203.62 FEET; THENCE SOUTH 67°23'23" EAST, 2.20 FEET; THENCE NORTH 02°00'16" WEST, 425.15 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE SOUTH 65°00'00" WEST SO AS TO TERMINATE AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 2, BEING A DISTANCE OF 140 FEET MORE OR LESS.

1

PARCEL D:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND FOR SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO, TO BE USED IN COMMON WITH THE GRANTORS AND OTHERS, OVER, UPON AND UNDER EASEMENT PARCEL "A1" DESCRIBED BELOW:

EASEMENT PARCEL "A1":

A STRIP OF LAND 60.00 FEET WIDE IN THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 3 WEST, AND THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, THE CENTER LINE OF SAID 60.00 FOOT STRIP BEING THE CENTER LINE OF THE EXISTING TRAVELLED DIRT ROAD ACROSS THE ABOVE MENTIONED PORTIONS OF SECTIONS 34 AND 4, SAID EXISTING TRAVELLED ROAD BEGINS IN THE COUNTY ROAD KNOWN AS NEW SURVEY 147, IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34 AND RUNS SOUTHERLY AND SOUTHWESTERLY TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4.

PARCEL E:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND FOR SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO, TO BE USED IN COMMON WITH THE GRANTORS AND OTHERS, OVER, UPON AND UNDER THE EASTERLY 100.00 FEET OF THE NORTHERLY 30.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHERLY 30.00 FEET OF LOT 1 LYING WESTERLY OF THE WESTERLY LINE OF EASEMENT PARCEL "A1" DESCRIBED ABOVE, ALL IN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL F:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO OVER, UNDER, AND UPON EASEMENT PARCEL "B1" DESCRIBED BELOW:

EASEMENT PARCEL "B1":

A STRIP OF LAND 60.00 FEET IN WIDTH, LYING WITHIN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 8 IN SAID TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, NORTH 89°51'32" WEST 41.36 FEET; THENCE SOUTH 31°21'02" WEST 21.57 FEET TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY 18.00 FEET OF SECTION 9 IN SAID TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, THENCE CONTINUING SOUTH 31°21'02" WEST 107.62 FEET TO THE POINT OF CUSP WITH A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°34'20" A DISTANCE OF 197.47 FEET TO THE POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 18.00 FEET OF SAID SECTION 9; THENCE ALONG SAID SOUTHERLY LINE NORTH 87°55'22" EAST 1049.55 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°52'50" A DISTANCE OF 205.53 FEET; THENCE TANGENT TO SAID CURVE NORTH 29°02'32" EAST 193.03 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°39'30" A DISTANCE OF 165.37 FEET; THENCE TANGENT TO SAID CURVE NORTH 76°42'02" EAST 465.63 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°49'05" A DISTANCE OF 155.49 FEET; THENCE TANGENT TO SAID CURVE NORTH 58°52'57" EAST 535.08 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°06'35" A DISTANCE OF 230.77 FEET; THENCE TANGENT TO SAID CURVE NORTH 07°13'38" WEST 159.69 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°57'20" A DISTANCE OF 172.56 FEET; THENCE TANGENT TO SAID CURVE NORTH 25°43'42" EAST 623.21 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°52'00" A DISTANCE OF 317.18 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63°24'18" EAST 170.83 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 47°38'00"; THENCE ALONG A TANGENT BEARING OF SAID CURVE SOUTH 63°24'18" EAST 88.26 FEET TO THE POINT OF INTERSECTION OF THE REVERSE TANGENT BEARING OF SAID CURVE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 19°55'07" EAST 299.42 FEET; THENCE NORTH 36°45'52" EAST TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4; THENCE NORTH 36°45'52" EAST TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4.

THE SIDELINES OF SAID 60.00 FOOT STRIP TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE SOUTHWEST IN THE TANGENT BEARINGS OF THE 200.00 FOOT RADIUS CURVE LAST MENTIONED ABOVE AND ON THE NORTH IN SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER.

PARCEL G:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND FOR SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO, TO BE USED IN COMMON WITH THE GRANTORS AND OTHERS, OVER, UPON AND UNDER A STRIP OF LAND 60.00 FEET WIDE, IN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO A POINT 100.00 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL "F" ABOVE.



EXHIBIT C
ESCONDIDO CREEK UPLANDS
LEGAL DESCRIPTION
APN: 264-03-210

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 7200, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 27, 1978 AS FILE NO. 78-169901 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, LYING WITHIN SECTIONS 3, 4, 5, 8 AND 9 ALL IN TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY. THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 8, NORTH 89°51'32" WEST, 41.35 FEET; THENCE SOUTH 31°21'02" WEST, 21.57 FEET TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY 18.00 FEET OF SECTION 9, IN SAID TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN; THENCE CONTINUING SOUTH 31°21'02" WEST, 107.62 FEET TO THE POINT OF CUSP WITH A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH EASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°34'20" A DISTANCE OF 197.47 FEET TO THE POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 18.00 FEET OF SAID SECTION 9; THENCE ALONG SAID SOUTHERLY LINE TANGENT TO SAID CURVE, NORTH 87°55'22" EAST, 1049.55 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°52'50" A DISTANCE OF 205.53 FEET; THENCE TANGENT TO SAID CURVE, NORTH 29°02'32" EAST, 193.03 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°39'30" A DISTANCE OF 165.37 FEET; THENCE TANGENT TO SAID CURVE, NORTH 76°42'02" EAST, 465.63 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°49'05" A DISTANCE OF 155.49 FEET; THENCE TANGENT TO SAID CURVE, NORTH 58°52'57" EAST, 535.08 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°06'35" A DISTANCE OF 230.77 FEET; THENCE TANGENT TO SAID CURVE, NORTH 07°13'38" WEST, 159.69 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC

OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°57'20" A DISTANCE OF 172.65 FEET; THENCE TANGENT TO SAID CURVE, NORTH 25°43'42" EAST, 623.21 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°52'00" A DISTANCE OF 317.18 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 63°24'13" A DISTANCE OF 170.33 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°38'00" A DISTANCE OF 166.27 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 15°46'18" EAST, 2.30 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'30" A DISTANCE OF 313.49 FEET; THENCE TANGENT TO SAID CURVE, NORTH 74°02'12" EAST, 467.92 FEET TO THE BEGINNING OF A TANGENT 241.51 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°23'35" A DISTANCE OF 58.60 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 82°34'13" EAST, 9.59 FEET TO THE BEGINNING OF A TANGENT 49.46 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°52'45" A DISTANCE OF 64.44 FEET TO THE BEGINNING OF A COMPOUND 100.04 FOOT RADIUS CURVE, CONCAVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH CENTRAL ANGLE OF 40°12'45" A DISTANCE OF 70.21 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 34°31'17" WEST, 39.45 FEET TO THE BEGINNING OF A TANGENT 155.51 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°52'30" A DISTANCE OF 97.53 FEET TO THE BEGINNING OF A COMPOUND 183.89 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°37'10" A DISTANCE OF 98.21 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 31°58'23" EAST, 140.14 FEET TO THE BEGINNING OF A TANGENT 344.97 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°37'40" A DISTANCE OF 214.52 FEET TO THE BEGINNING OF A COMPOUND 131.80 FOOT RADIUS CURVE; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°07'50" A DISTANCE OF 184.33 FEET; THENCE TANGENT TO SAID CURVE, NORTH 32°17'07" EAST, 318.38 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°48'25" A DISTANCE OF 213.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 73°05'32" EAST, 140.93 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°41'45" A DISTANCE OF 206.79 FEET; THENCE TANGENT TO SAID CURVE, NORTH 49°23'47" EAST, 612.95 FEET TO ENGINEER'S STATION 2 + 30.54 ON THE CENTER LINE OF THAT 20.00 FOOT STRIP OF LAND KNOWN AS THOMAS ACCESS ROAD NO. 3, AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED MAY 12, 1960 AS FILE NO. 59339 OF OFFICIAL RECORDS. THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED SO AS TO FORM A CONTINUOUS STRIP OF LAND 60.00 FEET IN WIDTH, WHICH TERMINATES ON THE NORTHEAST IN THE CENTER LINE OF SAID THOMAS' ACCESS ROAD NO. 3.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL A HEREINABOVE DESCRIBED.

PARCEL C:

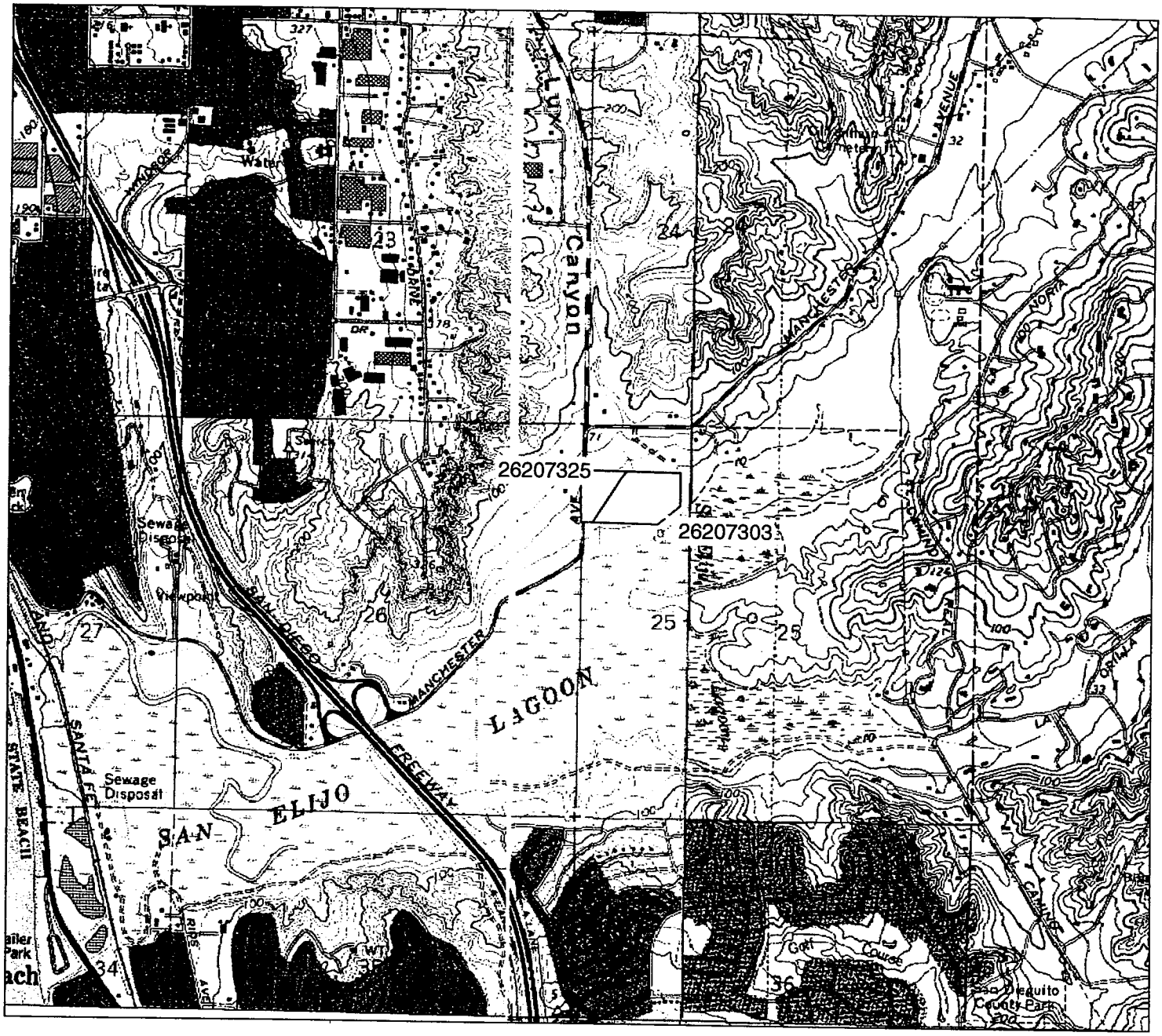
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, LYING WITHIN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 01°59'00" WEST, 127.55 FEET TO AN INTERSECTION WITH THAT COURSE HAVING A BEARING OF SOUTH 43°27'00" EAST, IN THE CENTER LINE OF THE 40.00 FOOT UNSURVEYED COUNTY ROAD AS SAID ROAD WAS LOCATED AND ESTABLISHED ON NOVEMBER 7, 1959, SAID INTERSECTION BEING ENGINEER'S STATION 0 + 00 ON THE CENTER LINE OF THAT 20.00 FOOT STRIP OF LAND KNOWN AS THOMAS ACCESS ROAD NO. 1 AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED MAY 12, 1960 AS FILE NO. 99339 OF OFFICIAL RECORDS, AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTER LINE OF SAID THOMAS ACCESS ROAD NO. 1, SOUTH 01°59'00" WEST, 1168.22 FEET; THENCE LEAVING SAID CENTER LINE CONTINUING SOUTH 01°59'00" WEST, 116.87 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, AND THE BEGINNING OF A TANGENT 192.69 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°45'10" A DISTANCE OF 174.10 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53°45'10" WEST APPROXIMATELY 63.08 FEET TO AN ANGLE POINT IN THE CENTER LINE OF SAID THOMAS ACCESS ROAD NO. 1; THENCE ALONG SAID CENTER LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 53°45'10" WEST, 63.55 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'10" A DISTANCE OF 72.26 FEET; TANGENT TO SAID CURVE, NORTH 84°50'40" WEST, 36.73 FEET TO THE BEGINNING OF A TANGENT 290.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°04'20" A DISTANCE OF 97.99 FEET; TANGENT TO SAID CURVE, SOUTH 67°05'00" WEST, 68.40 FEET; AND SOUTH 81°02'30" WEST 288.13 FEET TO ENGINEER'S STATION 0 + 00 ON THE CENTER LINE OF THOMAS ACCESS ROAD NO. 2; THENCE ALONG THE CENTER LINE OF SAID THOMAS ACCESS ROAD NO. 2, THE FOLLOWING COURSES AND DISTANCES; SOUTHWESTERLY ALONG THE ARC OF TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 74°34'56" A DISTANCE OF 104.14 FEET; TANGENT TO SAID CURVE, SOUTH 06°27'24" WEST 285.81 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°37'40" A DISTANCE OF 177.05 FEET; TANGENT TO SAID CURVE, SOUTH 55°51'20" WEST, 33.21 FEET TO ENGINEER'S STATION 3201 + 82.00 ON THE CENTER LINE SURVEY OF THE SECOND SAN DIEGO AQUEDUCT; CONTINUING SOUTH 55°51'20" WEST, 78.46 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°52'00" A DISTANCE OF 81.80 FEET; TANGENT TO SAID CURVE, NORTH 77°16'40" WEST 42.63 FEET TO THE BEGINNING OF A TANGENT 130.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°57'50" A DISTANCE OF 99.75 FEET; TANGENT TO SAID

CURVE, NORTH 33°18'50" WEST, 50.44 FEET TO THE BEGINNING OF TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°24'40" A DISTANCE OF 129.87 FEET; TANGENT TO SAID CURVE, SOUTH 72°16'30" WEST, 156.82 FEET; SOUTH 62°04'41" WEST, 401.20 FEET TO THE BEGINNING OF A TANGENT 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°15'31" A DISTANCE OF 206.20 FEET; TANGENT TO SAID CURVE, SOUTH 14°49'10" WEST, 159.79 FEET; SOUTH 08°02'30" WEST, 320.50 FEET; AND SOUTH 10°52'42" EAST, 7.07 FEET TO ENGINEER'S STATION 0 + 00 ON THE CENTER LINE OF THOMAS ACCESS ROAD NO. 3; THENCE ALONG THE CENTER LINE OF SAID THOMAS ACCESS ROAD NO. 3 THE FOLLOWING COURSES AND DISTANCES; SOUTHWESTERLY ALONG THE ARC OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 47°52'40" A DISTANCE OF 125.34 FEET; AND TANGENT TO SAID CURVE, SOUTH 36°59'59" WEST, 105.20 FEET.



Manchester Wetlands Property



N
W E
S

2,000 1,000 0 2,000 4,000
Feet

EXHIBIT D

NOTE: This figure is for general planning discussions only. The boundaries shown are approximate. Every reasonable effort has been made to assure the accuracy of this map. However, neither the SanGIS participants nor San Diego Data Processing Corporation assume any liability arising from its use.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

San Diego County Water Authority
GEOGRAPHIC INFORMATION SYSTEM GIS

CHAMP\1.3 Maps\Yr2002\WrMANCHPurch_Agree.mxd

Tijuana River Valley Wetlands Properties

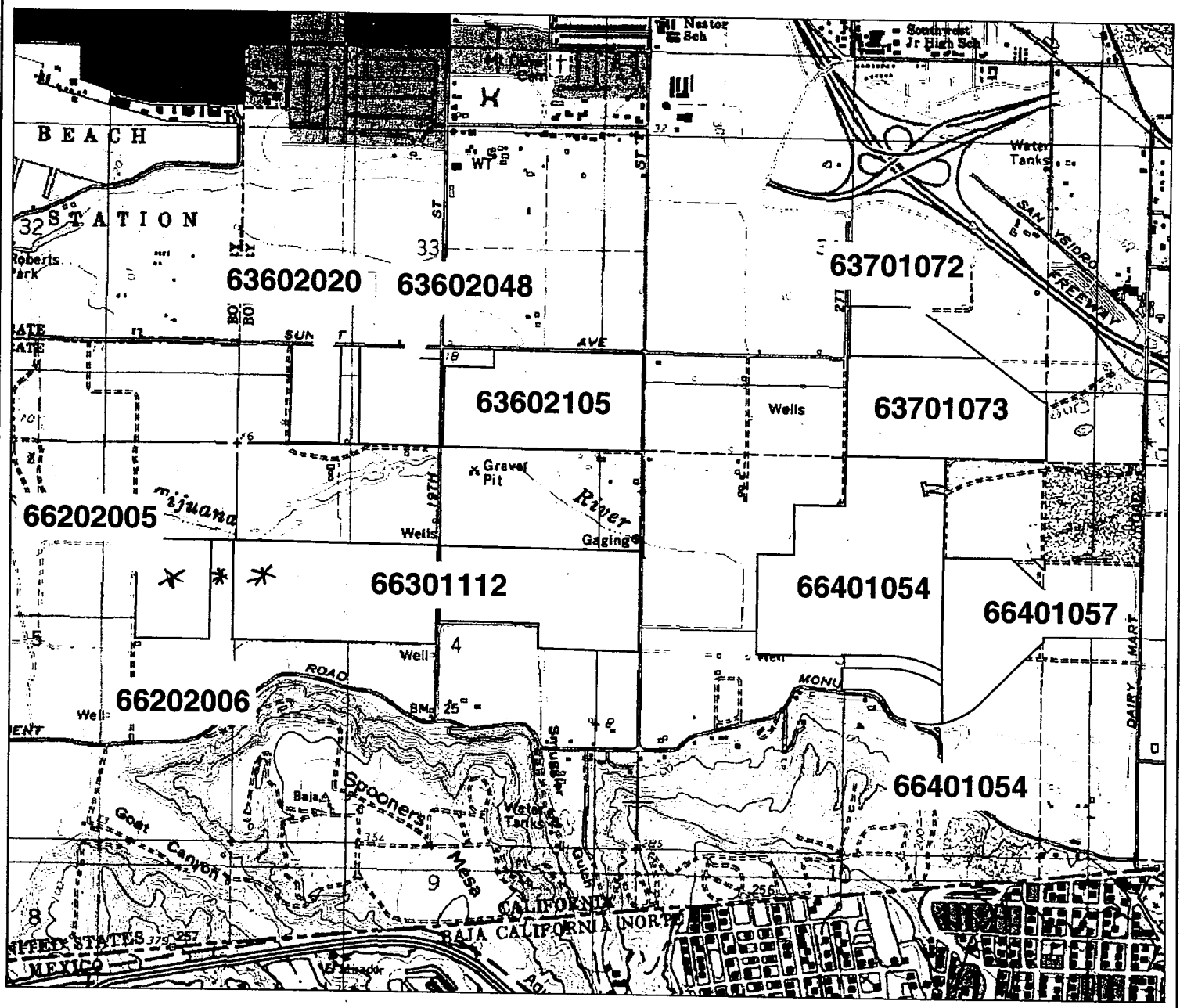


EXHIBIT E

NOTE: This figure is for general planning discussions only. The boundaries shown are approximate. Every reasonable effort has been made to assure the accuracy of this map. However, neither the SanGIS participants nor San Diego Data Processing Corporation assume any liability arising from its use.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

San Diego County Water Authority GEOGRAPHIC INFORMATION SYSTEM GIS

CHAMPL3_Maps\Yr2002\WAT\JRIVPurch_Agree.mxd

Exhibit F
Environmental Laws

The term "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, or pertaining to occupational health or industrial hygiene, to the extent that such relate to matters on, under, or about the Property, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USC §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USC §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USC §§ 1251 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USC §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USC §§ 6901 et seq.]; the Clean Air Act [42 USC §§ 7401 et seq.]; the Safe Drinking Water Act [42 USC §§ 300f et seq.]; the Surface Mining Control and Reclamation Act [30 USC §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USC §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health and Safety Code §§ 25280 et seq.]; the California Hazardous Substances Account Act [Health and Safety Code §§ 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [Health and Safety Code §§ 24249.5 et seq.]; the Porter-Cologne Water Qualify Act [Water Code §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to the protection of the environment as such apply to matters on, under, or about the Property.

Hazardous Material. The term "Hazardous Materials" includes without limitation;

(a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste" or "pollutant or contaminant" in any Environmental Law;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the Environmental Protection Agency, or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 USC § 1321 or listed pursuant to 33 USC § 1317, a hazardous substance or toxic material designated pursuant to any state Statute, a flammable explosive or a radioactive material.