

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

RANCHO SANTA FE ASSOCIATION  
P.O. Box "A"  
Rancho Santa Fe, California 92067  
Attn: Association Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNS 266-291-01-00 and 266-291-02-00

**GRANT OF RESTRICTIVE COVENANT AND AGREEMENT**  
(CIVIL CODE SECTION 1468)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, this Grant of Restrictive Covenant and Agreement (this "**Instrument**"), dated as of \_\_\_\_\_, 2017, is entered into by RANCHO SANTA FE OFFICE CENTER, LLC, a Delaware limited liability company ("**Master Tenant**"), and is for the benefit of the RANCHO SANTA FE ASSOCIATION, a California nonprofit corporation, its successors and assigns (collectively, the "**Association**"), with reference to the following facts:

A. ATR RANCHO SANTA FE, LLC, a California limited liability company ("**Owner**"), is the fee owner of that certain real property commonly known as 6089 La Flecha, Rancho Santa Fe, California, also known as San Diego County APNs 266-291-01-00 and 266-291-02-00, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Land**").

B. Owner and Master Tenant entered into that certain Unsubordinated Ground Lease dated November 18, 2014 (as amended, collectively, the "**Master Lease**"), whereby Owner leases to Master Tenant, and Master Tenant leases from Owner, the Land.

C. The Association is, among other things, charged with enforcing the Rancho Santa Fe Protective Covenant recorded on February 9, 1928 in Book 1412, Page 436, Official Records of San Diego County, California, as well as all modifications and amendments thereto (collectively, the "**Protective Covenant**"). The Land is subject to the provisions of the Protective Covenant, the provisions of the Rancho Santa Fe Regulatory Code, as well as all modifications and amendments thereto (collectively, the "**Regulatory Code**"), and the provisions of the Association's other governing documents (collectively, the "**Governing Documents**").

D. Pursuant to Article III, Section 1 (commonly known as Paragraph 46) of the Protective Covenant, the Association has the power to regulate the development and improvement of the Land.

E. On or about July 3 2013, Owner and Master Tenant submitted an application to the Association to permit Master Tenant to develop the Land as a mixed-use, office and retail project containing, after application of the additional rentable square feet from the FAR (as

defined below) and from the Variance (as defined below), approximately 27,017 rentable square feet and commonly known as the “Rancho Santa Fe Gateway Project” (the “**Project**”), subject to the terms of the Governing Documents.

F. The proposed Project size exceeds the square footage permitted by the Association’s Governing Documents, unless the Association grants both (i) a Floor Area Ratio (“**FAR**”) Bonus, which would allow the Project to achieve an FAR of 0.75, and (ii) a variance, as described in Chapters 1 and 47 of its Regulatory Code (the “**Variance**”), which would allow the Project to achieve an FAR of 0.94.

G. At its meeting of October 18, 2016, the Association’s Covenant Design Review Committee recommended approval of the Project to the Association’s Board of Directors (the “**Board**”), subject to various conditions and findings, as set forth in the Covenant Design Review Committee’s letter to Landrock Development LLC, the manager of Master Tenant, dated October 21, 2016 (the “**CDRC Approval**”).

H. At its meeting of June 1, 2017, the Board approved the Project and granted the FAR Bonus and Variance, subject to various conditions, as set forth on Rancho Santa Fe Association Board Resolution No. 2017-108, which is attached hereto as Exhibit “B” and incorporated herein by this reference (the “**Board Resolution**” and together with the CDRC Approval, collectively, the “**Conditions of Approval**”).

I. The Association’s approval of the Project is conditioned, in part, on the execution and recordation of this Instrument by Master Tenant prior to the commencement of construction of the Project.

J. The Association would not have approved the Project but for Master Tenant’s agreements set forth in this Instrument.

**NOW, THEREFORE**, Master Tenant hereby covenants and restricts the Land pursuant to California Civil Code Section 1468, as follows, for the Association’s benefit:

1. Master Lease. The Master Lease is memorialized in a Memorandum of Lease dated as of November 18, 2014, which was filed for record in the Office of the San Diego County Recorder on \_\_\_\_\_, 201\_\_ as Document No. \_\_\_\_\_. The Master Lease shall be for an initial term of not less than forty (40) years, with an option to extend of not less than forty (40) years. Master Tenant represents and warrants that as of the date hereof (i) the Master Lease is in full force and effect, (ii) no default exists under the Master Lease, and (iii) Master Tenant has the right to possess and develop the Land under the terms of the Master Lease. The construction of the Project pursuant to the approved Board Resolution shall constitute Master Tenant’s acceptance of the Conditions of Approval, including all use restrictions in this Instrument.

2. Lease to Grocer. Promptly after Master Tenant obtains all necessary permits and approvals for the construction of the Project (the “**Approvals**”), Master Tenant shall use commercially reasonable best efforts to lease at least 5,000 rentable square feet of space in the Project, as more particularly shown on Exhibit “C” attached hereto and incorporated herein by this reference (the “**Grocer Space**”), as a grocery to a grocer with sufficient experience, financial

strength and reputation to operate a grocery in the Project (a “**Qualified Grocer**”), pursuant to a Grocery Lease (as defined below). In furtherance of the above and prior to such date as a Qualifying Event (as defined below) shall occur, Master Tenant shall use commercially reasonable best efforts to obtain, and provide to the Association, a Grocery Lease that is fully-negotiated and approved for execution by Master Tenant and a Qualified Grocer. The Grocer Space will display and carry products in keeping with first-class markets of at least 5,000 rentable square feet that are located in San Diego County and that include a deli. A reasonable portion of the Grocer Space may include non-public delivery, food processing and storage areas.

3. Grocery Lease; Terms. Master Tenant will offer to execute a lease with a Qualified Grocer for the Grocer Space (the “**Grocery Lease**”) on the following terms and conditions:

3.1 An initial lease term of at least five (5) years (the “**Initial Lease Term**”), and sufficient tenant options to renew the Initial Lease Term that when aggregated with the Initial Lease Term equal at least twenty (20) years; and

3.2 Association staff shall have the option to attend all meetings and shall be copied on all communications between Master Tenant and a Qualified Grocer in connection with Master Tenant’s negotiating the initial term, any renewal term or extension, any early termination, and(or) any other material modification of the terms of the Grocery Lease.

4. Definition of the Opening Date. As referenced in this Instrument, the term “**Opening Date**” shall be the later of the following: (a) the date of the issuance of a certificate of occupancy for the Project from the County, and (b) the date of the issuance of a certificate of occupancy (or equivalent certificate) for the Project from the Association. Master Tenant shall send written notice to the Association of the Opening Date within thirty (30) days after its occurrence. At the request of any party hereto, the parties shall execute and record an amendment to this Instrument to confirm the Opening Date.

5. Qualifying Event. A “**Qualifying Event**” means Master Tenant’s inability to lease the Grocer Space as a grocery to a Qualified Grocer pursuant to a Grocery Lease, despite Master Tenant’s commercially reasonable best efforts to do so, by the one hundred eightieth (180<sup>th</sup>) day after the Opening Date. For the avoidance of doubt, Master Tenant agrees that until such time as a Qualifying Event shall have occurred with respect to the Grocer Space: (a) Master Tenant shall devote its commercially reasonable best efforts only to the leasing of the Grocer Space as a grocery to a Qualified Grocer pursuant to a Grocery Lease; and (b) Master Tenant shall maintain the Grocer Space in a clean and vacant condition suitable for use and occupancy as a grocery for a Qualified Grocer pursuant to a Grocery Lease. Master Tenant shall use its commercially reasonable best efforts to provide written notice of the Qualifying Event to the Association promptly after such event occurs. A Qualifying Event shall not be deemed to have occurred until the date the Association receives such notice.

6. Consequence of Qualifying Event; Replacement Use. If a Qualifying Event occurs, then Master Tenant may lease the Grocer Space to be used, for any of the following types of retail uses instead of a grocery: (i) a high-quality restaurant or other food and beverage facility consistent with the first-class character of the Rancho Santa Fe community; (ii) a high-quality

store for the sale of goods and/or merchandise consistent with the first-class character of the Rancho Santa Fe community; or (iii) with the advance approval by the Board, any other lawful retail use, but specifically excluding office use (as defined in the Regulatory Code) from that portion of the Grocery Space that is necessary to satisfy the requirements of Section 47.0906.04 of the Regulatory Code (Criteria for Approval for Floor Area Ratio Bonus) (each, a “**Replacement Use**”). For the avoidance of doubt, the restrictions of Sections 3.1 and 3.2 above shall not apply to any lease of the Grocer Space after a Qualifying Event during any period of time that Master Tenant is not required hereunder to pursue a Grocery Lease with a Qualified Grocer. The Board shall not unreasonably withhold its approval of any lawful retail Replacement Use pursuant to Section 6(iii) herein above that is of high quality and consistent with the first-class character of the Rancho Santa Fe community (subject to the third to last sentence in this Section 6) and shall not condition such approval on required modifications to the Project. The Board’s failure to so approve or disapprove of such Replacement Use within 45 days after Master Tenant’s submission of a written application (containing all supporting documents and information as are reasonably requested by the Association) for an approval thereof shall be deemed an approval by the Board of such Replacement Use, but only if Master Tenant’s written application for approval also notifies the Board of such 45-day deadline to act. However, notwithstanding anything in this Instrument to the contrary, if Master Tenant proposes that the Grocer Space be used for real estate brokerage services and/or financial services, then the Board may grant or withhold its approval to such use in the Board’s sole, absolute and arbitrary discretion, and the Board’s failure to grant its approval in writing within the 45-day period shall constitute the Board’s disapproval of such proposed use. For the avoidance of doubt, after a Qualifying Event, a lease to (a) a high-quality restaurant or other food and beverage facility consistent with the first-class character of the Rancho Santa Fe community or (b) a high-quality store for the sale of goods and/or merchandise consistent with the first-class character of the Rancho Santa Fe community, pursuant to this Section 6 shall not require the prior approval of the Association or the Board. For purposes of this Section 6, the term “retail” shall be defined to mean “high-quality establishments or places primarily engaged in the sale of general goods or merchandise or services, or specialty goods or merchandise or services, for personal or household use (including without limitation food and beverage sales) consistent with the first-class character of the Rancho Santa Fe community.”

7. Parking Validations. In connection with any Grocery Lease or lease for any Replacement Use of the Grocer Space, such tenant shall be provided the right to validate parking for the tenant’s customers for up to one-hour of free parking in the first floor of the Project’s underground parking garage per customer per day, but only during such hours that such tenant is open for business.

8. Delivery Trucks. Delivery trucks shall only be permitted within the Project between the hours of 6 - 9 am and 6 - 9 pm, except (i) in the case of emergencies that pose an immediate threat to property or human safety or (ii) as otherwise approved by the Association in writing in its sole and absolute discretion. All such delivery trucks shall only park at the location shown on Exhibit “C” attached hereto and reasonably approved by the Association. Master Tenant may use such location shown on Exhibit “C” for other purposes permitted by applicable law during non-delivery hours.

9. Conditional Association Approval. The Association's approval of the Project is expressly conditioned upon the County of San Diego (the "**County**") requiring all of the following "**County Conditions of Approval**" for the development and construction of the Project:

As a condition to the validity of this permit, the applicant agrees that at least 5,000 rentable square feet on the ground floor of the building, as shown on the County-approved plans dated \_\_\_\_\_, 201\_\_ (the "Restricted Area"), shall be used as a grocery consistent with the provisions and conditions of that certain Grant of Restrictive Covenant and Agreement, dated as of \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of San Diego County, California (the "Instrument"), and for no other use. However, if the entirety of the Restricted Area remains vacant and unleased for a period of one hundred eighty (180) days after the later of the following (hereinafter, the "Opening Date"): (a) the date of the issuance of a certificate of occupancy for the project containing approximately 27,017 rentable square feet and having a floor area ratio of 0.94 commonly known as the "Rancho Santa Fe Gateway Project" (the "Project") from the County, and (b) the date of the issuance of a certificate of occupancy (or equivalent certificate) for the Project from the Rancho Santa Fe Association (the "Association"), then the Restricted Area may instead be used for Allowed Retail Purposes (defined below). For purposes of this permit, "Allowed Retail Purposes" means: (i) a high-quality restaurant or other food and beverage facility consistent with the first-class character of the Rancho Santa Fe community; (ii) a high-quality store for the sale of goods and/or merchandise consistent with the first-class character of the Rancho Santa Fe community; or (iii) with the advance approval by the Association's Board of Directors (the "Board"), any other lawful retail use, but specifically excluding office use (as defined in the Association's Rancho Santa Fe Regulatory Code, as well as all modifications and amendments thereto [collectively, the "Regulatory Code"]) from that portion of the Restricted Area that is necessary to satisfy the requirements of Section 47.0906.04 of the Association's Regulatory Code (Criteria for Approval for Floor Area Ratio Bonus). The Board shall not unreasonably withhold its approval to any other lawful retail use pursuant to (iii) herein above (subject to the seventh to last sentence below concerning proposed real estate brokerage services and/or financial services use) that is of high quality and consistent with the first-class character of the Rancho Santa Fe community and shall not condition such approval on required modifications to the Project. The Board's failure to so approve or disapprove of such other lawful retail use within 45 days after the applicant's submission of a written application (containing all supporting documents and information as are reasonably requested by the Association) for an approval thereof shall be deemed an approval by the Board of such other lawful retail use, but only if the written application for approval also notifies the Board of such 45-day deadline to act. However, if the applicant proposes that the Restricted Area be used for real estate brokerage services and/or financial services, then the Board may grant or withhold its approval to such use in the Board's sole, absolute and arbitrary discretion, and the Board's failure to approve within the 45-day period shall constitute the Board's

disapproval of such proposed use. For the avoidance of doubt, after the expiration of the applicable one hundred eighty (180) day period of vacancy described herein above, a lease to a high-quality restaurant or other food and beverage facility consistent with the first-class character of the Rancho Santa Fe community or a high-quality store for the sale of goods and/or merchandise consistent with the first-class character of the Rancho Santa Fe community shall not require the prior approval of the Association. In connection with any lease of the Restricted Area for a grocery or for any of the Allowed Retail Purposes, such tenant under such lease shall be provided the right to validate parking for the tenant's customers for up to one-hour of free parking in the first floor of the Project's underground parking garage per customer per day, but only during such hours that such tenant is open for business. Delivery trucks shall only be permitted within the Project between the hours of 6 - 9 am and 6 - 9 pm, except (i) in the case of emergencies that pose an immediate threat to property or human safety or (ii) as otherwise approved by the Association in writing in its sole and absolute discretion. All such delivery trucks shall only park at the location shown on Exhibit "C" attached to the Instrument and reasonably approved by the Association. The applicant may use such location shown on Exhibit "C" attached to the Instrument for other purposes permitted by applicable law during non-delivery hours. For purposes of this paragraph, the term "retail" shall be defined to mean "high-quality establishments or places primarily engaged in the sale of general goods or merchandise or services, or specialty goods or merchandise or services, for personal or household use (including without limitation food and beverage sales) consistent with the first-class character of the Rancho Santa Fe community." These use restrictions shall apply to the Project until such time as the Project is demolished or otherwise razed, or until such earlier point in time as the Association, the Master Tenant and the County agree to change these use restrictions. The Association is a third party beneficiary to these use restrictions approved by the County, and may directly enforce them, in addition to the Association's enforcement rights under its governing documents.

It is acknowledged and agreed by the parties hereto that the County shall be entitled to all the rights and powers of the Association to enforce the covenants, conditions, restrictions and obligations provided for by this Instrument; provided, however, in the event the County does not so exercise such rights, for whatever reason or for no reason, with respect to a failure by Master Tenant to comply with the terms of this Instrument, then the Association shall additionally be entitled to directly enforce such rights.

10. Covenants Run With the Land. All of the covenants, conditions, restrictions and obligations contained in this Instrument shall be binding upon the Association and Master Tenant, and their successors-in-interest and assignees, shall constitute covenants running with the land pursuant to applicable law until the Master Lease expires or otherwise terminates; provided, however, it is agreed and acknowledged that the County Conditions of Approval shall bind the Land until such time as the Project is demolished or otherwise razed irrespective of when the Master Lease expires or otherwise terminates as provided by applicable law. Except as otherwise specified herein, nothing in this Instrument is intended to confer any rights or remedies on any person or entity other than the parties to this Instrument, and their respective successors-

in-interest and assignees, and the County. The foregoing shall not be construed as a grant of any right to the general public.

11. Recordation and Term of Restrictive Covenant. This Instrument shall be recorded in the Official Records of San Diego County prior to the commencement of construction of the Project. The covenants, conditions, restrictions and obligations contained in this Instrument shall commence upon the execution of this Instrument and shall remain in effect from and after the date hereof until the Master Lease expires or otherwise terminates; provided, however, it is agreed and acknowledged that the County Conditions of Approval shall bind the Land until such time as the Project is demolished or otherwise razed irrespective of when the Master Lease expires or otherwise terminates as provided by applicable law.

12. Benefitted and Affected Parcels. Pursuant to California Civil Code section 1468 (“**Section 1468**”), the “affected parcel” is the Land and the “benefitted parcel” is the property owned by the Association and described on Exhibit “D” attached hereto; provided, however, that if the Association sells, transfers or otherwise conveys the “benefitted parcel,” or if the “benefitted parcel” for any other reason no longer qualifies as a “benefitted parcel” under Section 1468, then the parties shall promptly amend this Instrument to identify other land then owned by the Association as the “benefitted parcel” hereunder.

13. No Subordination. This Instrument shall at all times be senior to any financing obtained by Master Tenant in connection with the Project, and shall be recorded before any leasehold deed of trust encumbers the Land.

14. Further Assurances. The parties hereto agree to cooperate with each other to execute any documents reasonably necessary to carry out the intent and purpose of this Instrument.

15. Relationship of Parties. Nothing contained in this Instrument shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any other association between Master Tenant and the Association.

16. Severability. The invalidity or unenforceability of any provision of this Instrument shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

17. Waiver. The exercise by a party of one remedy hereunder shall not have the effect of waiving any other remedy and the failure to exercise any remedy at any given time shall not have the effect of waiving the right to use such remedy at a later time.

18. Entire Agreement. This Instrument, including the exhibits attached hereto, contains the entire agreement among the parties relating to the transactions contemplated hereby. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into and superseded by this Instrument.

19. Governing Law. This Instrument will be governed by and construed in accordance with the laws of the State of California.

20. Attorneys' Fees and Costs. If a party hereto commences an action or proceeding for the interpretation, reformation, enforcement or rescission of this Instrument, the parties hereto agree that the prevailing party will be entitled to recover from the other party(ies) reasonable attorneys' fees and court and other litigation costs incurred.

21. Injunctive Relief. The Association or the County may enforce the provisions hereof against Master Tenant through temporary restraining order, preliminary injunction and permanent injunctive relief, because damages are an inadequate remedy for the breach of this Instrument.

22. The Association's Rights Unaffected. The Land, all improvements thereon and all changes thereto remain subject to all of the provisions of the Governing Documents existing as of the date hereof; nothing herein shall be construed as limiting the Association's rights under the Governing Documents. Thus, for example, pursuant to the Association's Protective Covenant and Regulatory Code, final construction plans for the Project (the "**Final Plans**") are separately required, and must be separately approved by the Association, before Master Tenant may make any improvements to Land.

23. Counterparts. This Instrument may be executed in any number of counterparts, each of which will be deemed an original and all of which shall constitute a single instrument.

24. No Merger. Master Tenant and the Association expressly intend and agree that, in the event Master Tenant exercises its right of first refusal to purchase Owner's interest in and to the Land and any improvements thereon pursuant to the terms, conditions and provisions of the Master Lease, then this Instrument will survive and will not expire or otherwise terminate by merger of the respective interests then to be held by Master Tenant as ground tenant and fee title owner of the Land and any improvements thereon. For the avoidance of doubt, the parties to this Instrument also expressly intend and agree that the immediately preceding sentence of this Section 24 will not be applicable in the event that Owner exercises its right of first refusal to purchase Master Tenant's interest in and to the Land (including, without limitation, Master Tenant's interest under the Ground Lease) and any improvements thereon pursuant to the terms, conditions and provisions of the Master Lease.

[SIGNATURES ON FOLLOWING PAGE]



Executed at Rancho Santa Fe, California, as of the date first written above.

**“MASTER TENANT”:**

RANCHO SANTA FE OFFICE CENTER, LLC, a  
Delaware limited liability company

By: Landrock Development LLC,  
a Delaware limited liability company  
Its: Manager

By: Endol, LLC, a Delaware limited liability  
company  
Its: Manager

By: \_\_\_\_\_  
Enrique Landa, IV, Manager

**REVIEWED AND APPROVED:**

THE RANCHO SANTA FE ASSOCIATION, a  
California nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

#### PARCEL 1:

ALL THAT PORTION OF LOT 3 IN BLOCK 30 OF RANCH SANTA FE IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1742, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 28, 1922, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THAT CERTAIN PUBLIC STREET CALLED LA GRANADA, AS ESTABLISHED BY SUPERIOR COURT DECREE, CIVIL CASE NO. 61025, AND LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 116 FEET AT RIGHT ANGLES SOUTHEASTERLY FROM THE ORIGINAL CENTER LINE OF THAT CERTAIN PUBLIC STREET CALLED LA FLECHA, AS SHOWN ON SAID MAP NO. 1742.

EXCEPTING THEREFROM, THE NORTHWESTERLY 12 FET THEREOF WHICH WAS CONDEMNED FOR ROAD PURPOSES BY THE COUNTY OF SAN DIEGO IN SUPERIOR COURT CIVIL CASE NO. 61025.

SAID LAND IS DESCRIBED AS PARCEL A OF THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 23, 2005 AS FILE NO. 2005-0147133, OFFICIAL RECORDS.

#### PARCEL 2:

ALL THAT PORTION OF LOT 3 IN BLOCK 30 OF RANCHO SANTA FE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1742, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID MAP THEREOF NO. 1742, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 28, 1922, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF LOT 3 OF SAID BLOCK 30 OF THE INTERSECTION OF THE ROAD VIA DE SANTA FE AND LA FLECHA; THENCE ALONG THE BOUNDARY LINE OF THE ROAD LA FLECHA, NORTH 47°05' EAST 185.00 FEET; THENCE SOUTH 4255' EAST 64.00 FEET TO A POINT OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET; THENCE ALONG SAID CURVE SOUTHERLY 109.61 FEET; THENCE SOUGH 11°31' EAST 92.62 FEET TO THE POINT OF A CURVE TO THE LEFT WITH A RADIUS OF 184.80 FEET; THENCE ALONG SAID CURVE SOUTHERLY 40.31 FEET TO AN INTERSECTION WITH THE BOUNDARY LINE OF THE ROAD VIA DE SANTA FE AND A CURVE WITH A RADIUS OF 305.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND ROAD BOUNDARY 304.71 FEET TO THE PLACE OF BEGINNING, INCLUDING THE LAND IN THE ADJACENT ROAD, ADJACENT TO THE LAND DESCRIBED, UP TO THE CENTER LINE THEREOF.

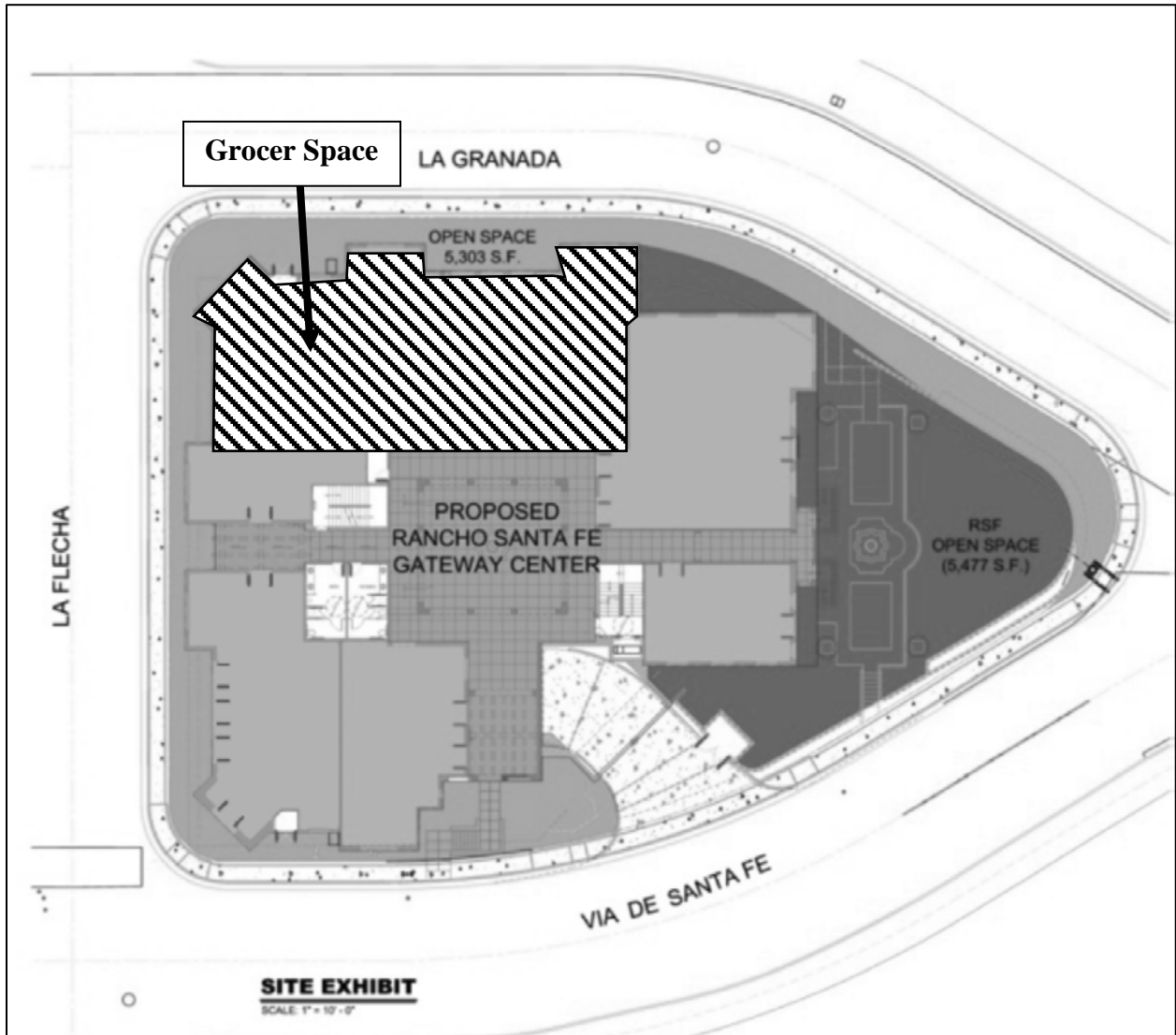
EXCEPTING THAT PORTION, WHICH LIES NORTHWESTERLY OF A LINE WHICH IS PARALLEL WITH AND 116.00 FEET AT RIGHT ANGLES SOUTHWESTERLY FROM THE ORIGINAL CENTER LINE OF THE PUBLIC STREET LA FLECHA AS SHOWN ON SAID MAP NO. 1742.

SAID LAND IS DESCRIBED AS PARCEL B OF THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 23, 2005 AS FILE NO. 2005-0147133, OFFICIAL RECORDS.

APN: 266-291-01-00 and 266-291-02-00

**EXHIBIT B**  
**RANCHO SANTA FE ASSOCIATION**  
**BOARD RESOLUTION**

**EXHIBIT C**  
**GROCER SPACE**



**EXHIBIT D**  
**BENEFITED PARCEL**

[Insert Legal Description of Land Owned by the Association]