

## SECOND AMENDMENT TO LEASE AGREEMENT

(1225 Hubbard Avenue)

This Second Amendment to Lease Agreement (“Second Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Escondido, a California municipal corporation, as to an undivided one-half interest and Rincon Del Diablo Water District, a Municipal Water District, as to an undivided one-half interest (collectively “Owner”), and Cellco Partnership dba Verizon Wireless, a Delaware general partnership (“Verizon Wireless”). (Owner and Verizon Wireless are collectively referred to herein as the “Parties.”)

### WHEREAS:

- A. Owner owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the “Parent Parcel”); and
- B. **WHEREAS**, Owner (or its predecessor-in-interest) and Verizon Wireless (or its predecessor-in-interest) entered into that certain Lease Agreement dated March 24, 2011 (the “*Lease*”), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased, along with such portions of the Parent Parcel so affected, collectively, the “Leased Premises”), which Leased Premises are also described, designated, and/or depicted on Exhibit A attached hereto; and
- C. The Parties entered into a Lease Agreement dated March 24, 2011 (“Lease”) as amended by First Amendment to Lease Agreement dated February 8, 2023, for the lease of certain real property owned by Owner located at 1225 Hubbard Avenue, Escondido, California 92025, for the installation and maintenance of certain wireless communications equipment; and
- D. **WHEREAS**, Verizon Wireless has granted ATC Sequoia LLC (“American Tower”) a limited power of attorney (the “POA”) to, among other things, prepare, negotiate, execute, deliver, record, and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and
- E. The Parties desire to amend the Lease to expand the area of the lease and increase the rent payment, and to otherwise amend the terms of the Lease as expressly provided herein.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein and in the Lease, it is mutually agreed by and between the Parties that the Lease shall be amended, modified, and supplemented, as follows:

1. Section 1.A of the Lease is amended to include an additional one hundred thirty and three-quarter (130.75) square feet of land (the "Expanded Lease Area"). The Expanded Lease Area is described, depicted, and/or designated on Exhibit B attached hereto and by this reference made a part hereof. Verizon Wireless may use the Expanded Lease Area in the same manner that it is permitted to use the Leased Premises.
2. Section 2 of the Lease is amended such that the total rent payable under the Lease, shall be increased by a sum of Two Hundred Fifty Dollars (\$250.00) per month. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.
3. Pursuant to Section 5 (b) of the Lease, Owner hereby gives consent to Verizon Wireless to sublet the Expanded Lease Area to Dish Wireless, L.L.C., provided Verizon Wireless provides a written sublease agreement that includes all provisions required by the Lease and this First Amendment, and which will not become effective until Owner has signed its approval.
4. Pursuant to Section 5 (e) of the Lease, the Parties confirm that Verizon Wireless will pay to Owner fifty percent (50%) of the rental income collected from the sublease to Dish Wireless, L.L.C., and, as required by the Lease, any other subleases would require Owner's prior written consent and would also require payment of fifty percent (50%) of the rental income collected be paid to Owner.
5. Section 6 of the Lease is amended such that all notices to Verizon Wireless are to be sent to: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. The Parties Agree to execute and record a Memorandum of Lease in the form of that attached hereto as Exhibit C.
7. All other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control.
8. This Second Amendment, and the Lease, together with any attachments thereto, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

9. This Second Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

**CITY OF ESCONDIDO, a California  
municipal corporation**

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

By: \_\_\_\_\_  
Dane White, Mayor

**RINCON DEL DIABLO MUNICIPAL  
WATER DISTRICT, a municipal water  
district**

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

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

Clint Baze, General Manager

**CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS, a Delaware general partnership**

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

By: ATC Sequoia, LLC, a Delaware  
limited liability company,  
  
Attorney-in-fact

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

\_\_\_\_\_  
Richard Palermo, Senior Counsel

Approved as to Form:

Office of the City Attorney  
Michael McGuinness, City Attorney

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

**EXHIBIT A**

**PARENT PARCEL**

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

Parcel A:

That portion of Lot 16, Block 162 of the Subdivision of the Rancho Rincon Del Diablo, in the City of Escondido, County of San Diego, State of California, according to map thereof No. 723, made by J.M. Graham, filed in the office of the County recorder of said County, August 13, 1892, described as follows:

Beginning at the Northeast corner of Lot 16, Block 162 of Resurvey of Part of the Rancho Rincon Del Diablo, according to map thereof No. 723, filed August 13, 1892 in San Diego County;

Thence along the Northerly line of said Lot 16 as follows:

South 88°23'15" West 660.00 feet to an angle point therein; South 77°06'58" West 720.07 feet to an angle point therein and South 25°36'28" West 249.94 feet to an angle point therein;

Thence leaving the Northerly line of said Lot 16, South 28°59'37" East 199.89 feet to the True Point of Beginning;

Thence South 56°42'18" West 41.59 feet;

Thence South 16°43'00" East 339.34 feet;

Thence North 76°02'04" East 364.00 feet to a point in the Westerly line of that land conveyed by deed to Glen A. and Estelene Morrow, and recorded March 30, 1959 as Document No. 61401 in Book 7574, Page 218 of Official Records of said County;

Thence along the Westerly line of said Morrow land North 16°43'20" West 384.48 feet to the most Westerly corner thereof;

Thence along the Northerly line of said Morrow land, North 64°13'45" East 82.11 feet to an angle point therein;

*[EXHIBIT A CONTINUES ON FOLLOWING PAGES]*

[EXHIBIT A CONT'D]

Thence continuing along the Northerly line of said Morrow land South 86°10'47" East 221.66 feet to the center line of that certain 120.00 foot easement for right-of-way purposes, granted to the United States of America, as described in Decree of Condemnation, recorded November 10, 1940 in Book 3381, Page 258 in the Official Records of said County;  
Thence along the center line of said easement North 16°49'32" West 24.63 feet to the center line of that certain easement granted to the San Diego County Water Authority by deed recorded on Document No. 111970 in Book 3013, Page 354 of Official Records of said County;  
Thence along said center line North 64°32'52" West 231.72 feet;  
Thence South 56°42'18" West 459.66 feet to the True Point of Beginning.

Parcel B:

A strip of land 20.00 feet wide, the center line of said strip being described as follows:

Beginning at a point herein above described in Parcel "A" as Point "A";  
Thence North 64°14'40" East 83.38 feet;  
Thence South 83°38'20" East 117.00 feet to the beginning of a tangent curve concave to the Northwest having a central angle of 160°30' and a radius of 28.00 feet;  
Thence Southeasterly, Easterly, Northeasterly, Northerly and Northwesterly along said curve, 78.44 feet to a point in the center line of the 20.00 foot road easement described in Agreement for access road way from Albert F. Hubbard, et ux, to San Diego County Water Authority, recorded November 10, 1948 as Document No. 111970 in Book 3013, Page 354 of Official Records;  
Thence along said center line of road as follows;  
North 64°26'45" West 150.00 feet more or less to an angle point therein; North 87°44'15" West 320.24 feet;  
Thence South 49°26'45" West 159.12 feet and South 86°20'45" West 108.88 feet to a point in the unnamed street (known as Hubbard Avenue adjoining said Lot 16 on the North.

Excepting from said 20.00 foot strip that portion thereof lying within said Hubbard Avenue.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Second Amendment to Lease Agreement

[EXHIBIT A CONT'D]

Parcel C:

An easement for the construction, maintenance and repair of water lines and appurtenances over a strip of land 20.00 feet in width, the center line of which is described as follows:

Beginning at the Northeast corner of Lot 16, Block 162 of Resurvey of Part of the Rancho Rincon Del Diablo, according to map thereof No. 723, filed August 13, 1892 in San Diego County;

Thence along the Northerly line of said Lot 16 as follows:

South 88°23'15" West 660.00 feet to an angle point therein; South 77°06'58" West 720.07 feet to an angle point therein; and South 25°36'28" West 249.94 feet to an angle point therein, which is the True Point of Beginning; Thence leaving the Northerly line of said Lot 16, South 28°59'37" East 199.89 feet. The side lines of said easement shall be shortened or lengthened so as to terminate in the Northerly line of said Lot 16 and in the Northerly line of the above described Parcel "B".

Assessor's Parcel Number:       **227-430-25-00**

**LEASED PREMISES**

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A 0.015 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 77°25'01" W A DISTANCE OF 37.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 17.75 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 37.50 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 17.75 FEET TO THE POINT OF**

BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.015 ACRES OR 666 SQUARE FEET, MORE OR LESS.

AND ALSO

A 0.003 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO A POINT; THENCE CONTINUE S 77°25'01" W A DISTANCE OF 37.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 17.75 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE N 12°34'59" W A DISTANCE OF 12.49 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 12.00 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 12.49 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.003 ACRES OR 150 SQUARE FEET, MORE OR LESS.

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right-of-way, including but not limited to the easement(s) described below:

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 77°25'01" E A DISTANCE OF 56.54 FEET TO A POINT; THENCE N 65°33'35" E A DISTANCE OF 30.73 FEET TO A POINT; THENCE N 48°04'42" E A DISTANCE OF 100.45 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 23.93 FEET AND A CHORD BEARING OF N 57°52'15" E FOR A CHORD DISTANCE OF 23.81 FEET TO A POINT; THENCE N 67°39'47" E A DISTANCE OF 68.16 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 54.14 FEET, AN ARC LENGTH OF 57.66 FEET AND A CHORD BEARING OF N 37°09'14" E FOR A CHORD DISTANCE OF 54.97 FEET TO A POINT; THENCE N 63°49'35" W A DISTANCE OF 201.98 FEET TO A POINT ON THE NORTHWEST LINE OF SAID CERTAIN TRACT OF LAND AND THE CENTERLINE OF A 20 FOOT ACCESS EASEMENT RECORDED IN SAID BOOK 1960, PAGE 857 AS TRACT 2, PARCEL A AND THE POINT OF ENDING. SAID ABOVE DESCRIBED AREA CONTAINS 0.248 ACRES OR 10,787 SQUARE FEET, MORE OR LESS.

[END OF EXHIBIT A]

**EXHIBIT B**

DESCRIPTION, DESIGNATION, AND/OR DEPICTION OF EXPANDED LEASE AREA

A 0.003 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AND ALSO

A 16 SQUARE FOOT AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT C  
MEMORANDUM OF LEASE

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn.: Land Management/Nicholas Mason,  
Esq.  
ATC Site No.: 411060  
ATC Site Name: NORTH ASH - NORTH  
ASH CA

*This Space for Recorder's Use Only*

APN 227-430-25 (por)  
ATC Site No: 411060

**MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of Lease Agreement (“Memorandum”) is dated \_\_\_\_\_, 2023, and is made by and between the City of Escondido, a California municipal corporation, as to an undivided one-half interest and Rincon Del Diablo Water District, a Municipal Water District, as to an undivided one-half interest (collectively “Owner”), and Cellco Partnership dba Verizon Wireless, a Delaware general partnership (“Lessee”), concerning the Owner’s real property located at 1225 Hubbard Avenue, and having assessor’s parcel number (APN) 227-430-25, as more particularly described in Exhibit A of this Memorandum, which is attached hereto and incorporated herein by this reference (“Premises”). (The Owner and Lessee each may be referred to herein as a “Party” and collectively as the “Parties.”)

For good and valuable consideration, the Owner has leased the Premises to Lessee subject to the terms and conditions contained within that certain Lease Agreement executed by the Parties dated \_\_\_\_\_, 20\_\_ and incorporated herein by this reference (“Lease”), including without limitation provisions prohibiting assignment, subleasing, and encumbering any interest in the Lease without the prior written consent of the Owner, all as more specifically set forth in the Lease. That portion of the Premises leased by the Tenant is more particularly described under Exhibit A Cont., “Leased Premises.”

The term of the Lease is for 5 years, commencing on March 24, 2011 (“Effective Date”) and will be automatically renewed for two extensions of five years each, unless Lessee provides Owner with a notice of intention not to renew. Thereafter, the term of the Lease will be automatically renewed for two additional extension of five years each, unless either party provides the other with a notice of its intention not to renew. The final expiration of the Lease would be March 24, 2036.

In the event that the Lease has been terminated, the Owner shall have the unilateral right to record a Termination of this Memorandum which shall have the effect of terminating this Memorandum when recorded in the public record.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease's provisions, and in the event of conflict between this Memorandum and the Lease, the Lease shall control.

This Memorandum may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Memorandum as of the Effective Date.

CITY OF ESCONDIDO

Date: \_\_\_\_\_  
Dane White, Mayor

RINCON DEL DIABLO MUNICIPAL  
WATER DISTRICT

Date: \_\_\_\_\_  
Clint Baze, General Manager

CELLCO PARTNERSHIP, DBA VERIZON  
WIRELESS  
A DELAWARE GENERAL PARTNERSHIP

Date: \_\_\_\_\_  
\_\_\_\_\_  
Print Name & Title

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_

ACKNOWLEDGMENT

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,  
\_\_\_\_\_, a 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)

ACKNOWLEDGMENT

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,

\_\_\_\_\_, a 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.

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**Exhibit A**

**PARENT PARCEL**

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Thence South 56°42'18" West 41.59 feet;

Thence South 16°43'00" East 339.34 feet;

Thence North 76°02'04" East 364.00 feet to a point in the Westerly line of that land conveyed by deed to Glen A. and Estelene Morrow, and recorded March 30, 1959 as Document No. 61401 in Book 7574, Page 218 of Official Records of said County;

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*[EXHIBIT A CONTINUES ON FOLLOWING PAGES]*

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[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Second Amendment to Lease Agreement

[EXHIBIT A CONT'D]

Parcel C:

An easement for the construction, maintenance and repair of water lines and appurtenances over a strip of land 20.00 feet in width, the center line of which is described as follows:

Beginning at the Northeast corner of Lot 16, Block 162 of Resurvey of Part of the Rancho Rincon Del Diablo, according to map thereof No. 723, filed August 13, 1892 in San Diego County;

Thence along the Northerly line of said Lot 16 as follows:

South 88°23'15" West 660.00 feet to an angle point therein; South 77°06'58" West 720.07 feet to an angle point therein; and South 25°36'28" West 249.94 feet to an angle point therein, which is the True Point of Beginning;  
Thence leaving the Northerly line of said Lot 16, South 28°59'37" East 199.89 feet. The side lines of said easement shall be shortened or lengthened so as to terminate in the Northerly line of said Lot 16 and in the Northerly line of the above described Parcel "B".

Assessor's Parcel Number:       **227-430-25-00**

**EXHIBIT A (cont.)**

**LEASED PREMISES**

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 0.015 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 77°25'01" W A DISTANCE OF 37.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 17.75 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 37.50 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 17.75 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.015 ACRES OR 666 SQUARE FEET, MORE OR LESS.

**AND ALSO**

A 0.003 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO A POINT; THENCE CONTINUE S 77°25'01" W A DISTANCE OF 37.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 17.75 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE N 12°34'59" W A DISTANCE OF 12.49 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 12.00 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 12.49 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.003 ACRES OR 150 SQUARE FEET, MORE OR LESS.

AND ALSO

A 0.003 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO THE POINT OF BEGINNING; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 13.50 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 8.50 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 0.003 ACRES OR 115 SQUARE FEET, MORE OR LESS.

AND ALSO

A 16 SQUARE FOOT AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 12°34'59" W A DISTANCE OF 4.00 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 4.00 FEET TO A POINT; THENCE S 12°34'59" E A DISTANCE OF 4.00 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 16 SQUARE FEET, MORE OR LESS.

#### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right-of-way, including but not limited to the easement(s) described below:

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS RECORDED IN BOOK 1960, PAGE 857 IN THE PUBLIC RECORDS OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN LOT 16, BLOCK 162 OF THE SUBDIVISION OF THE RANCHO RINCON DEL DIABLO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A NAIL WITH WASHER FOUND ON THE NORTHEAST LINE OF SAID CERTAIN TRACT OF LAND, HAVING CALIFORNIA C6 STATE PLANE COORDINATES N:20000232.368 E:6308260.389; THENCE RUN S 49°16'35" W A DISTANCE OF 330.99 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 8.50 FEET TO A POINT; THENCE CONTINUE S 77°25'01" W A DISTANCE OF 37.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 17.75 FEET TO A POINT; THENCE N 77°25'01" E A DISTANCE OF 25.50 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 12.49 FEET TO A POINT; THENCE S 77°25'01" W A DISTANCE OF 2.76 FEET TO A POINT; THENCE N 12°34'59" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF AN EASEMENT BEING 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 77°25'01" E A DISTANCE OF 56.54 FEET TO A POINT; THENCE N 65°33'35" E A DISTANCE OF 30.73 FEET TO A POINT; THENCE N 48°04'42" E A DISTANCE OF 100.45 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 23.93 FEET AND A CHORD BEARING OF N 57°52'15" E FOR A CHORD DISTANCE OF 23.81 FEET TO A POINT; THENCE N 67°39'47" E A DISTANCE OF 68.16 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 54.14 FEET, AN ARC LENGTH OF 57.66 FEET AND A CHORD BEARING OF N 37°09'14" E FOR A CHORD DISTANCE OF 54.97 FEET TO A POINT; THENCE N 63°49'35" W A DISTANCE OF 201.98 FEET TO A POINT ON THE NORTHWEST LINE OF SAID CERTAIN TRACT OF LAND AND THE CENTERLINE OF A 20 FOOT ACCESS EASEMENT RECORDED IN SAID BOOK 1960, PAGE 857 AS TRACT 2, PARCEL A AND THE POINT OF ENDING. SAID ABOVE DESCRIBED AREA CONTAINS 0.248 ACRES OR 10,787 SQUARE FEET, MORE OR LESS.

[END OF EXHIBIT A]