THE CITY OF SAN DIEGO

REPORT TO THE PLANNING COMMISSION

DATE ISSUED: July 18, 2008 REPORT NO. PC-08-102

ATTENTION: Planning Commission
Agenda of July 24, 2008

SUBJECT: Initiation of an Amendment to the General Plan and the Mira Mesa Community Plan to designate a 13.89 acre property Industrial Park.
PTS PROJECT NUMBER: 159481

OWNER/
APPLICANT 21 Mira Mesa, LLC

SUMMARY

Issue - Should the Planning Commission INITIATE an amendment to the General Plan and the Mira Mesa Community Plan to redesignate a portion of parcel numbers 341-010-28 and 341-352-28 from Open Space to Industrial Park? The property is located at Mira Sorrento Place near the intersection of Mira Mesa Boulevard and Vista Sorrento Parkway.

Staff Recommendation - INITIATE the plan amendment process.

Community Planning Group Recommendation – The Mira Mesa Community Planning Group meets the third Monday of each month; therefore, their recommendation was not available at the time of printing this report. Their recommendation will be provided on the date of the hearing.

Other Recommendation(s) – None

Environmental Impact - If initiated, the proposed plan amendment and future discretionary actions will be subject to environmental review.

Fiscal Impact – Processing costs would be paid by the applicant.

Code Enforcement Impact - None

Housing Impact - None

BACKGROUND

The subject property is a 13.92 acre site composed of two parcels and is located near the intersection of Mira Mesa Boulevard and Vista Sorrento Parkway within the Mira Mesa Community Planning Area (Attachment 1). The property is bisected by Mira Sorrento Place between Scranton Road and Vista Sorrento Parkway. It is an irregular shaped property which includes a 200 foot wide San Diego Gas & Electric easement along the western boundary, six other public utility easements located throughout the property, and a number of easements conveying street and/or street slope rights to the city (Attachment 2). The property also contains some significant existing grade changes from east to west and from the grading that occurred for Mira Sorrento Place.

The Mira Mesa Community Plan (community plan) currently designates the eastern portion of the property as Industrial Park and the western portion Open Space. Surrounding land use designations include Business and Visitor Commercial to the east, Specialized Commercial, Medium Density Residential (15-30 dwelling units per acre) and Open Space to the north, and Open Space and Industrial Park to the west and south (Attachment 3). The proposed amendment would redesignate the Open Space portion to Industrial Park to allow for high technology, research and development, corporate headquarters and office uses. If initiated, the proposal would also require a rezone from the AR-1-1 (Agricultural – Residential) zone to an appropriate IP zone (Industrial Park).

The community plan's Industrial Element divides the community's industrial lands into two subareas, the Sorrento Mesa Subarea and the Miramar Subarea. The subject property is located in the Sorrento Mesa Subarea. Sorrento Mesa is characterized by a series of planned industrial parks with a mix of industrial, office and service uses. Development in the subarea includes high quality architectural design, extensive landscaping and limited signs. The community plan acknowledges that there is continuing market pressure for office uses in this subarea rather than lower trip-generating industrial uses. The four main goals for industrial development in the community include: 1) Preservation of an adequate supply of industrial land; 2) A reduction in traffic conflicts and congestion in industrial areas; 3) Improvement in the visual quality of industrial development in the community; and 4) Compliance with the Comprehensive Land Use Plan for NAS Miramar, which is now referred to as Airport Land Use Compatibility Plan (ALUCP) for MCAS Miramar. In order to achieve these goals the community plan recommends lot sizes be a minimum of 80,000 square feet, unless developed within a master plan where overall site area is more than 80,000 square feet, and that multi-tenant office uses be limited to 50 percent of the total square footage of the project.

The Industrial Park designation within the community plan is specific to the Sorrento Mesa subarea and is intended to accommodate a mixture of research and development, office and manufacturing uses. Freestanding commercial and automotive services are not consistent with this designation. Further limitations on development in this subarea are due to the ALUCP for

MCAS Miramar. The property is located within the 65 decibel CNEL (Community Noise Equivalent Level) and within APZ 2 (Accident Potential Zone). For Research & Development, Office and Laboratories in this noise contour, indoor noise must be attenuated to a CNEL of 50 decibels or below. The only restriction for these uses that occur within APZ 2 is that they are limited to lot coverage of less than 40 percent.

The property is within an area identified as the Sorrento Mesa Subregional Employment Area by the General Plan. Together with Sorrento Valley, this subregional employment area constitutes the city's largest and most diverse concentration of high technology industrial uses and is a key component to the city's economic growth. One of the main goals for this area as stated in the Economic Prosperity Element of the General Plan is the retention of the Industrial Park land use designation to preserve this area for high technology manufacturing, research and development, and secondary uses to protect the area from further encroachment by non-industrial users.

The community plan's Sensitive Resources and Open Space Element provides overarching goals for a community-wide open space system that: 1) Preserves sensitive resources, including plant and animal habitat and wildlife linkages; 2) Preserves natural drainage systems; 3) Restricts development in areas subject to flooding or high fire risk; 4) Provides opportunities for outdoor recreation; 5) Defines boundaries for urban expansion; and 6)Provides linkages in the regional open space system of interconnected canyons and hillsides.

One of the main policies of the Open Space and Landform Preservation section of the General Plan's Conservation Element is to protect and conserve the landforms and open spaces that define the city's urban form, provide public views/vistas, serve as core biological areas and wildlife linkages, are wetland habitats, provide buffers within and between communities, or provide outdoor recreational opportunities.

The open space portion of this property does not appear to implement the goals and policies of the community plan or General Plan due to some of the factors mentioned previously. This includes the bisection of the property and adjacent open space areas by Mira Sorrento Place, disturbance of the area to accommodate the public utility and street/slope easements, and it lacks the ability to provide a viable wildlife linkage between canyon systems. Additionally, the property had been used as an open space mitigation site for another project in the area (Villas at Wateridge). As such, development of this property would require mitigation at an alternative location at a higher ratio. This could provide an opportunity for the city to conserve more habitat with a greater biological value.

DISCUSSION

The City is unique among jurisdictions in that the process to amend the General Plan and/or a community plan requires either Planning Commission or City Council initiation before the plan amendment process and accompanying project may actually proceed. This initiation request does not constitute an endorsement of the project proposal. A staff recommendation will be developed once the project has been fully analyzed.

The purpose of the hearing is not to discuss the details of the development proposal, but rather focus upon the more fundamental question of whether the proposed change to the General Plan and community plan is worthy of further analysis based upon compliance with the initiation criteria (provided below). These criteria are now included in the Land Use Element of the City's recently updated General Plan, whereas before they were included in the Land Development Code. Although applicants have the right to submit amendment requests to the City, not all requests merit study and consideration by City staff and the decision-makers. The initiation process allows for the City to deny an application for amendment if it is clearly inconsistent with the major goals and policies of the General Plan. Most importantly, the initiation process allows for early public knowledge and involvement in the process as a whole. Additionally, the Planning Commission has the opportunity to advise City staff to evaluate specific factors during the processing of the proposed plan amendment.

The recommendation of approval or denial for the initiation are based upon compliance with all of the three initiation criteria as follows: a) the amendment request appears to be consistent with the goals and policies of the General Plan and community plan and any community plan specific amendment criteria; b) the proposed amendment provides additional public benefit to the community as compared to the existing land use designation, density/intensity range, plan policy or site design; and c) public facilities appear to be available to serve the proposed increase in density/intensity, or their provision will be addressed as a component of the amendment process.

a) The amendment request appears to be consistent with the goals and policies of the General Plan and community plan and any community plan specific amendment criteria

Both the General Plan and the Mira Mesa Community Plan identify Sorrento Mesa as a key employment area for research & development, high technology, manufacturing and supportive office uses which has been compromised over time by non-industrial uses. The proposed amendment appears to offer an opportunity to expand this subregional employment area without creating land use conflicts. The amendment also offers the opportunity for expansion of existing industrial uses to facilitate their retention in the area which they are located.

The Economic Prosperity Element seeks to increase the intensity of employment uses in subregional employment areas where transportation and transit infrastructure exists and where housing exists in relatively close proximity. The property is located adjacent to the Mira Mesa Boulevard/I-805 intersection where transit has easy accessibility to the freeway and where improvements to I-805 are planned such as HOV (High Occupancy Vehicle) Lanes, Managed Lanes (similar to I-15 corridor project) and DAR (Direct Access Ramps) to and from major intersections with the freeway. Additionally, the Sorrento Valley Coaster Station lies just north of the property on Sorrento Valley Road (Attachment 4). Sorrento Mesa is balanced by single family and low to medium density multifamily residential units to the east and north and high density housing to the southwest in the University Community.

b) The proposed amendment provides additional public benefit to the community as compared to the existing land use designation, density/intensity range, plan policy or site design

The open space designation for the property does not reflect the intent or focus of the community plan's goals for open space within the community as mentioned above. The proposed amendment to Industrial Park would facilitate the development and expansion of Sorrento Mesa's mix of research & development, high technology and secondary uses in an area appropriate for these uses, next to transportation and transit infrastructure and relatively close to housing. Although a loss of plan designated open space would occur as part of this amendment, more habitat could be conserved in perpetuity with a higher biological value than the subject property offers.

c) Public facilities appear to be available to serve the proposed increase in density/intensity, or their provision will be addressed as a component of the amendment process

Public facilities appear to be available to serve the proposed increase in industrial park acreage. Full analysis of existing and/or needed public facilities to serve the proposed amendment would be analyzed as part of the plan amendment process.

The following land use issues have been identified with the initiation request. If initiated, these issues, as well as others that may be identified, will be analyzed and evaluated through the community plan amendment review process:

- Applicability of General Plan and community plan open space policies
- Impacts to biology and habitat
- Review of potential open space mitigation sites to further General Plan and community plan goals and policies
- Consistency with General Plan and community plan industrial development policies
- Appropriate level of intensity and mix of industrial development, i.e., R&D, High Technology, and Office uses
- Ability to incorporate commercial service uses into industrial development consistent with community plan's policies on support facilities
- Transportation and circulation impacts
- Ability to minimize grading
- Public facilities needs

ALTERNATIVES

- Deny the initiation request
- Modify the request

Although staff believes that the proposed amendment meets the necessary criteria for initiation, staff has not fully reviewed the applicant's proposal. Therefore, by initiating this community plan amendment, neither the staff nor the Planning Commission is committed to recommend in favor or denial of the proposed amendment.

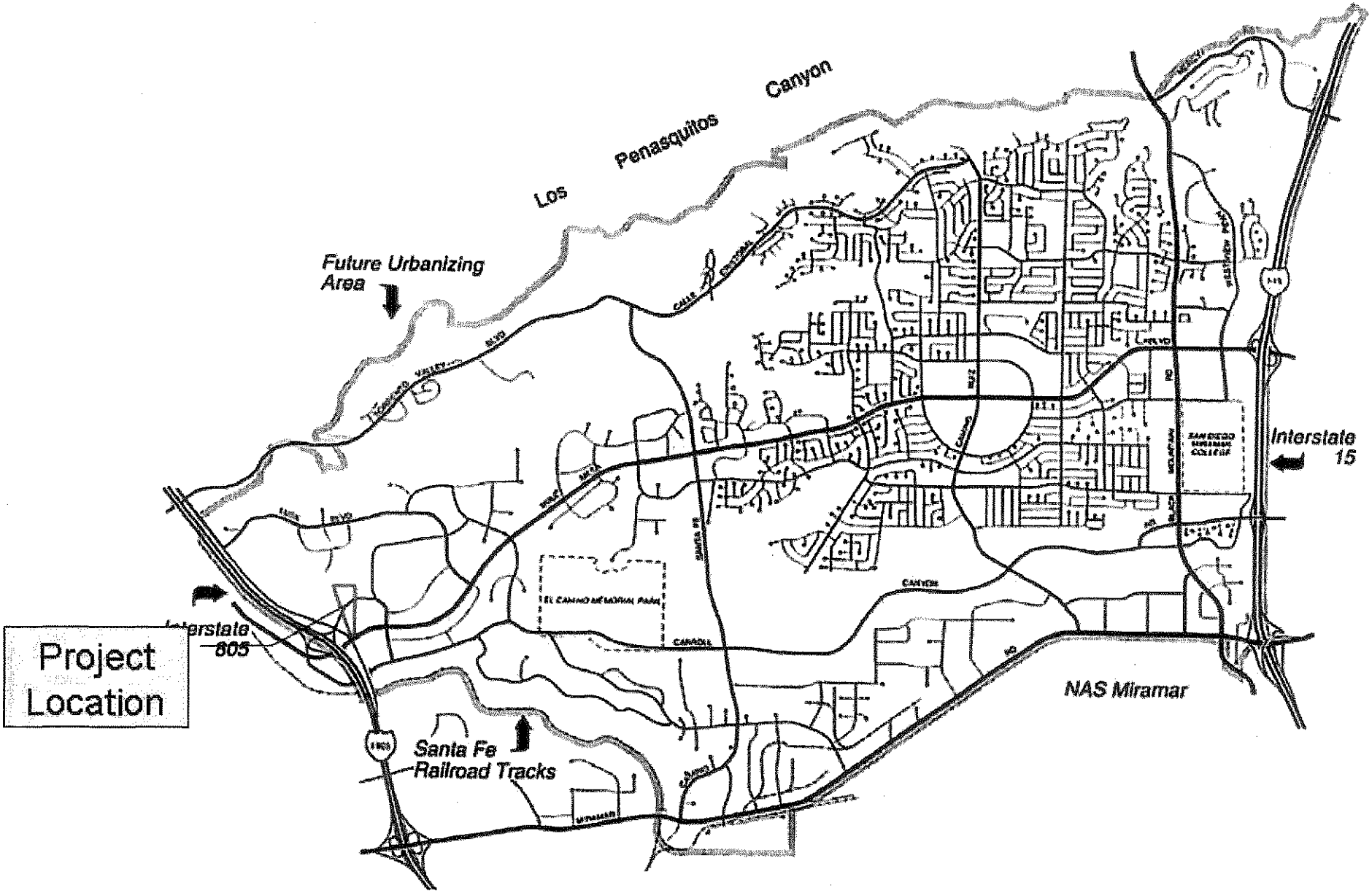
Respectfully submitted,

Christine Rothman, AICP
Program Manager
City Planning &
Community Investment

Dan Monroe
Senior Planner
City Planning &
Community Investment

ROTHMAN/MONROE

Attachments:
1. Project Location Map
2. Site Constraints Map
3. Mira Mesa Community Plan Land Use Map
4. Transit Location Map
5. Ownership Disclosure Statement



Plan Boundaries

Mira Mesa Community Plan

3 FIGURE

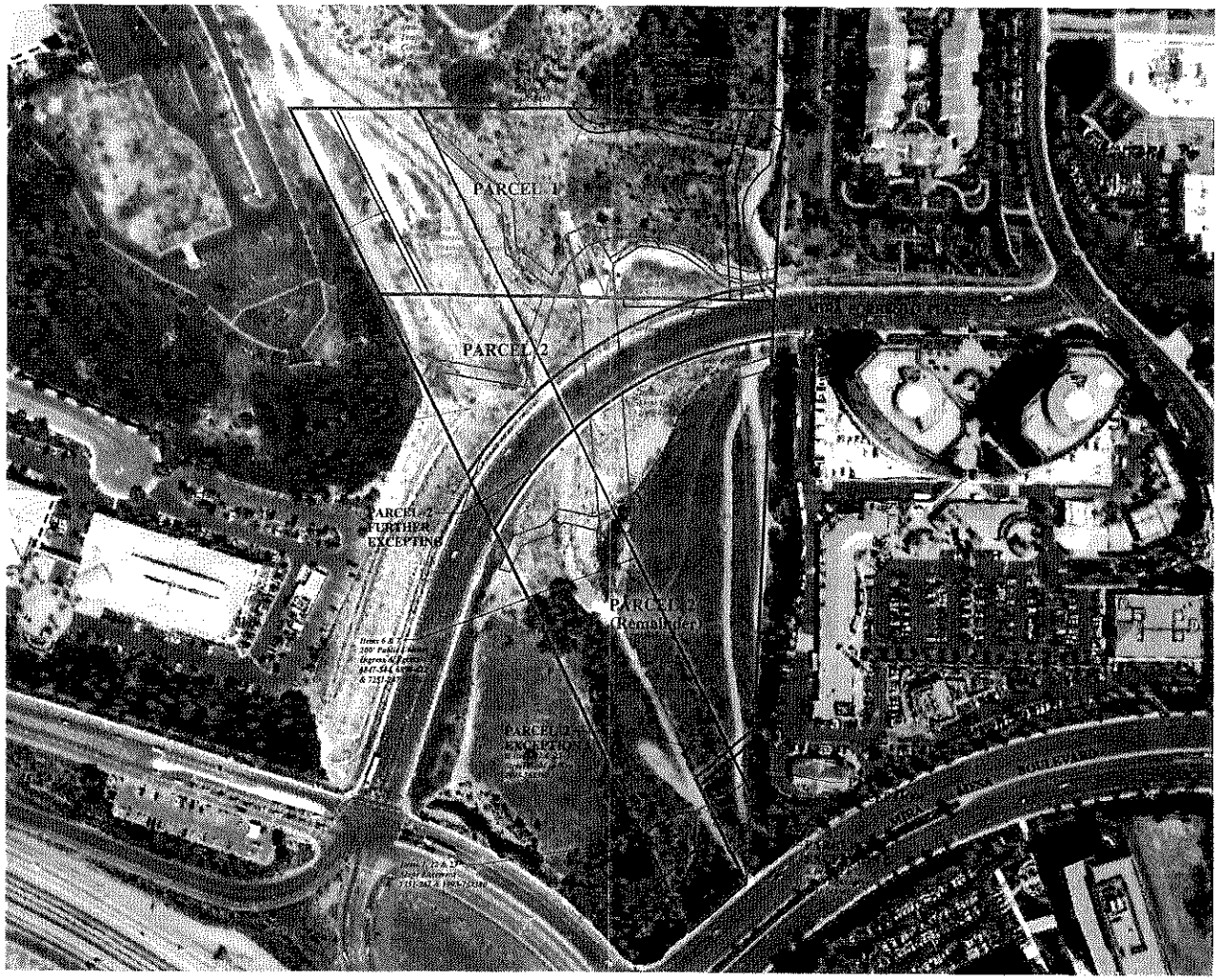
ATTACHMENT 1

OVERALL MAP

FLOOD ZONE

PARKING

ZONING



SCALE
1" = 100'

SAN DIEGO, CA

Calculated Acreage :
Parcel 1 - 5.63 Acres
Parcel 2 - 7.98 Acres
(Minus Exception Parcels)

ExpressMap Exceptions:
(The following to be included in Schedule B.)

None

Parcel Width: 6'

FIRST AMERICAN TITLE INSURANCE COMPANY

EXPRESSMAP™

COMPLETED: 09/21/2007 AERIAL FLOWN: 09/04/2007 EM 5151
ORDER NUMBER: NCS-311402-SF DATED: 07/30/2007

Revised 9-25-07

NOTE: This map is a compilation of data by First American Title Insurance Company for use by First American for underwriting purposes only. This map should not be used as a survey or relied upon for any purpose other than that stated in this paragraph. First American expressly disclaims any duty, responsibility, or liability which may arise by use of this map other than for the purpose stated in this paragraph.

The aerial photograph was not ortho-corrected to scale. Any appearances of gaps or overlaps are a result of this distortion and have been investigated.

Schedule A
Commitment Number: NCS-311402-SF , Dated: July 30, 2007

LEGAL DESCRIPTION

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL 1:

PARCEL 1 OF PARCEL MAP 17051, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 3, 1993.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN JUDGMENT AFTER TRIAL ENTERED NOVEMBER 17, 2005 AS CASE NO. 821333-1, RECORDED JANUARY 4, 2006 AS INSTRUMENT NO. 2006-0006679 OF OFFICIAL RECORDS AND THE FINAL ORDER OF CONDEMNATION RECORDED MARCH 27, 2006 AS INSTRUMENT NO. 2006-0210167 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 6 IN SECTION 5, TOWNSHIP 15 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION TO THE CITY OF SAN DIEGO, RECORDED MAY 19, 1986 AS INSTRUMENT NO. 86-197221 OF OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6 OF SECTION 5 AS SHOWN ON PARCEL MAP NO. 7870 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE NORTH 02°40'19" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP A DISTANCE OF 74.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY BOUNDARY SOUTH 49°22'03" WEST A DISTANCE OF 37.88 FEET TO AN ANGLE POINT IN THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF SAN DIEGO BY DEED RECORDED NOVEMBER 29, 1972 AS INSTRUMENT NO. 318561 OF OFFICIAL RECORDS; THENCE NORTH 26°14'41" WEST (RECORD NORTH 26°14'49" WEST) A DISTANCE OF 125.96 FEET TO AN ANGLE POINT; THENCE NORTH 49°22'03" EAST A DISTANCE OF 88.75 FEET TO THE BEGINNING OF A TANGENT 1263.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'47" A DISTANCE OF 32.43 FEET TO AN INTERSECTION WITH THE ABOVE MENTIONED WESTERLY LINE OF PARCEL MAP 7870; THENCE SOUTHERLY ALONG SAID WESTERLY LINE SOUTH 02°40'19" WEST A DISTANCE OF 167.01 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION AS PARCEL "A" AND PARCEL "B" BELOW TO THE CITY OF SAN DIEGO RECORDED NOVEMBER 16, 1993 AS INSTRUMENT NO. 1993-0768380 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":

BEGINNING AT THE NORTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2 OF FINAL ORDER OF CONDEMNATION TO SAID CITY OF SAN DIEGO, RECORDED OCTOBER 19, 1984 AS INSTRUMENT NO. 84-399687 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6, NORTH 26°14'41" WEST 16.52 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE NORTH 49°22'03" EAST 94.04 FEET TO A TANGENT 1279.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°06'15" 47.10 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE SOUTH 2°40'19" WEST 21.37 FEET TO THE NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL 1 OF FINAL ORDER OF CONDEMNATION RECORDED MAY 19, 1986 AS INSTRUMENT NO. 86-197221 OF THE OFFICIAL RECORDS OF SAID COUNTY OF SAN DIEGO; SAID CORNER BEING A POINT ON A NON-TANGENT 1263.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 39°09'40" WEST; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE SAID PARCEL 1, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'17" 32.43 FEET; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 SOUTH 49°22'03" WEST 88.75 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 OF DEED RECORDED MAY 19, 1986 AS INSTRUMENT NO. 86-197221 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER AT SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 1 NORTH 49°22'03" EAST 37.88 FEET TO THE EASTERLY LINE OF SAID LOT 6; THENCE ALONG SAID EASTERLY LINE, SOUTH 02°40'19" WEST 74.74 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE ALONG SAID WESTERLY LINE, NORTH 26°14'41" WEST 56.75 FEET TO THE POINT OF BEGINNING.
FURTHER EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN JUDGEMENT AFTER JURY TRIAL RECORDED JANUARY 4, 2006 AS INSTRUMENT NO. 2006-0006679 OF OFFICIAL RECORDS AND FINAL ORDER OF CONDEMNATION RECORDED MARCH 27, 2006.
APN: 341-010-04-00 (Old) and 341-010-26-00 (New APN not yet assessed) 341-352-21-00 (Old) and 341-352-28-00 (New APN not yet Assessed)

Schedule B II

Item 1 General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable. *Not Shown on ExpressMaps.*

Item 2 The lien of defaulted taxes for the fiscal year 2005-2006, and any subsequent delinquencies. *Not Shown on ExpressMaps.*
Tax Rate Area: 08178
A. P. No.: 341-010-04-00
Amount to redeem: $640.51
Valid through: August 2007
Amount to redeem: $648.15
Valid through: September 2007

(Affects Parcel 1)

Item 3 The lien of defaulted taxes for the fiscal year 2005-2006, and any subsequent delinquencies. *Not Shown on ExpressMaps.*
Tax Rate Area: 08178
A. P. No.: 341-352-21-00
Amount to redeem: $3,377.76
Valid through: August 2007
Amount to redeem: $3,419.91
Valid through: September 2007

(Affects Parcel 2)

SAN DIEGO, CA

Item 4 The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code. *Not Shown on ExpressMaps.*

Item 5 An easement for public utilities, ingress and egress and incidental purposes, recorded October 30, 1948 as Book 2988, Page 371 of Official Records. **Plotted on ExpressMap.**
In Favor of: San Diego Gas & Electric Company
Affects: Parcel 2

Item 6 An easement for public utilities, ingress and egress and incidental purposes, recorded November 26, 1957 as Instrument No. 179867, Book 6847, Page 564 of Official Records. **Plotted on ExpressMap.**
In Favor of: San Diego Gas & Electric Company
Affects: Parcel 2

Document re-recorded January 3, 1958 as Instrument No. 141, Book 6890, Page 422 of Official Records.

Item 7 An easement for public utilities, ingress and egress and incidental purposes, recorded September 11, 1958 as Instrument No. 149747, Book 7231, Page 267 of Official Records. **Plotted on ExpressMap.**
In Favor of: San Diego Gas & Electric Company
Affects: As described therein

Item 8 Matters contained in that certain document entitled "Agreement" dated September 2, 1983 executed by and between San Diego Gas & Electric Company and Waterridge, a joint venture recorded October 6, 1983 as Instrument No. 83-359560 of Official Records, which document, among other things, contains or provides for: Use of the land encumbered by the easement recorded September 11, 1958 as Instrument No. 149747 of Official Records. ***Not Shown on ExpressMaps.***

Affects: Parcel 1

Item 9 An easement for construct, maintain, use and operate one 10" welded steel pipeline with necessary appurtenances for the transportation of liquid petroleum products and incidental purposes, recorded September 30, 1964 as Instrument No. 178916 of Official Records. **See Notes. Not Shown on ExpressMap.**
In Favor of: San Diego Pipeline Company, a corporation

Affects: Parcel 2

Item 10 Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded October 25, 1983 as Instrument No. 83-386293 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Documents(s) declaring modifications thereof recorded January 3, 1990 as Instrument No. 90-000622, August 18, 1992 as Instrument No. 1992-0520363, April 2, 1993 as Instrument No. 1993-0204365, January 17, 1997 as Instrument No. 1997-0023696, all of Official Records. **Same as Item 24 & 26. Plotted on ExpressMap**

(Affects Parcel 1)

Item 11 An easement for public utilities, ingress and egress and incidental purposes, recorded February 14, 1984 as Instrument No. 84-053460 of Official Records. **Plotted on ExpressMap.**
In Favor of: San Diego Gas & Electric Company
Affects: Parcel 1

Item 12 The terms and provisions contained in the document entitled "Encroachment Removal Agreement" recorded March 21, 1984 as Instrument No. 84-075541 of Official Records. ***Not Shown on ExpressMaps.***

(Affects Parcel 1)

Item 13 An easement for pipeline, together with the right to use such lands of the grantor immediately adjacent to either side of the right of way as may necessarily be required and incidental purposes, recorded October 16, 1985 as Instrument No. 85-384060 of Official Records. ***Plotted on ExpressMap***
In Favor of: San Diego Pipeline Company
Affects: Parcel 1

Restrictions on the use, by the owners of said land, of the easement area as set forth in the easement document shown hereinabove.
Amendment to Right of Way recorded October 25, 1994 as Instrument No. 1994-0622282, Official Records.

Item 14 The terms and provisions contained in the document entitled "Agreement" recorded December 05, 1985 as Instrument No. 85-458700 of Official Records. ***Not Shown on ExpressMaps.***

(Affects Parcel 2)

Item 15 An easement for slope and incidental purposes, recorded May 19, 1986 as Instrument No. 86-197221 and June 23, 1986 as Instrument No. 86-252176, both of Official Records. **Same as Item 16. Plotted on ExpressMap**
In Favor of: The City of San Diego, a Municipal Corporation
Affects: Parcel 2

Item 16 Abutter's rights of ingress and egress to or from adjacent and contiguous in and to freeway(s) have been relinquished in the document recorded May 19, 1986 as Instrument No. 86-197221 and June 23, 1986 as Instrument No. 86-252176, both of Official Records. **Same as Item 15. Plotted on ExpressMap.**

(Affects Parcel 2)

Item 17 An easement for drainage facilities and incidental purposes, recorded February 02, 1989 as Instrument No. 89-058379 of Official Records. **Plotted on ExpressMap.**
In Favor of: The City of San Diego, a Municipal Corporation
Affects: Parcel 2

Item 18 A Planned Commercial Development Permit No. 90-1123 Coastal Development Permit No. 901123 Villas At Waterridge recorded May 19, 1992 as Instrument No. 1992-0304681, Official Records.

An Amendment to said Permit No. 90-1123 was disclosed by an instrument entitled "Planned Commercial Development/Coastal Development Permit No. 94-0337 Amendment to Planned Commercial Development Coastal Development Permit 90-1123 Hearing Officer" granted by the hearing officer of the City of San Diego to Kaufman and Broad, permittee, recorded May 21, 1995 as Instrument No. 1995-0311235, Official Records.

Reference is made to said document for full particulars. ***Not Shown on ExpressMaps.***

Affects: Parcel 1

Item 19 The terms and provisions contained in the document entitled "A Planned Industrial Development (PID) Permit No. 90-1123 Amendment to PID Permit No. 40-021" recorded May 19, 1992 as Instrument No. 1992-0304888 of Official Records. ***Not Shown on ExpressMaps.***

(Affects Parcel 1)

Item 20 An easement shown or dedicated on the map filed or recorded February 3, 1993 as Instrument No. 93-68704 of Parcel Map 17051. **Blanket. Not Shown on ExpressMap.**
For: Slope and incidental purposes

(Affects Parcel 1)

Item 21 An easement shown or dedicated on the map filed or recorded February 3, 1993 as Instrument No. 93-68704 of Parcel Map 17051. **Blanket. Not Shown on ExpressMap.**
For: Future street and incidental purposes.

(Affects Parcel 1)

Item 22 An easement for slopes and incidental purposes, recorded November 16, 1993 as Instrument No. 1993-768380 of Official Records. **Same as Item 23. Plotted on ExpressMap.**
In Favor of: The City of San Diego, a municipal corporation
Affects: Parcel 2

Item 23 Abutter's rights of ingress and egress to or from Mira Mesa Boulevard have been relinquished in the document recorded November 16, 1993 as Instrument No. 1993-768380 of Official Records. **Same as Item 22. Plotted on ExpressMap.**

(Affects Parcel 2)

Item 24 The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement and Cost Sharing Agreement" recorded January 17, 1997 as Instrument No. 1997-0023696 of Official Records. **Same as Item 10 & 26. Plotted on ExpressMap.**

(Affects Parcel 1)

Item 25 The terms and provisions contained in the document entitled "Memorandum of Improvement Agreement" recorded January 17, 1997 as Instrument No. 1997-0020699 of Official Records. ***Not Shown on ExpressMaps.***

Item 26 An easement for pedestrian path, siltation basin and drainage and subdrain system and temporary license to maintain mitigation landscaping and incidental purposes, recorded January 17, 1997 as Instrument No. 1997-0023700 of Official Records. **Same as Item 10 & 24. Plotted on ExpressMap.**
In Favor of: Waterridge Owners Association, a California nonprofit mutual benefit corporation
Affects: Parcel 1

Item 27 A Deed of Trust to secure an original indebtedness of $6,000,000.00 recorded January 30, 2004 as Instrument No. 2004-0072665 of Official Records. ***Not Shown on ExpressMaps.***
Dated: January 26, 2004
Trustor: John Frankenheim, Trustee FBO The Papillon Retirement Trust
Trustee: California Mortgage & Realty, Inc.
Beneficiary: CMR Mortgage Fund, LLC, as to undivided 100% interest

Item 28 A temporary easement for the construction of the Mira Sorrento Place Expansion and Widening Capital and an easement for slopes, excavation, fill, drainage and drainage structures and incidental purposes, recorded March 27, 2006 as Instrument No. 2006-210167 of Official Records. **Plotted on ExpressMap.**
In Favor of: City of San Diego
Affects: A portion of Parcel 1 and 2

Item 29 A notice of assessment recorded November 17, 2006 as Instrument No. 2006-0821664 of Official Records, executed by City of San Diego. ***Not Shown on ExpressMaps.***

Item 30 Rights of parties in possession. ***Not Shown on ExpressMaps.***

Item 31 Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey. ***Not Shown on ExpressMaps.***

Item 32 Prior to the issuance of any policy of title insurance, the Company will require: An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys. ***Not Shown on ExpressMaps.***

ExpressMap Notes:

Item 9 Vague description. Unable to plot.

The title description does not have an exception parcel for the new street between the parcels.

FIRST AMERICAN TITLE INSURANCE COMPANY
EXPRESSMAP™
COMPLETED: 09/21/2007 AERIAL FLOWN: 09/04/2007 EM 5151
ORDER NUMBER: NCS-311402-SF DATED: 07/30/2007

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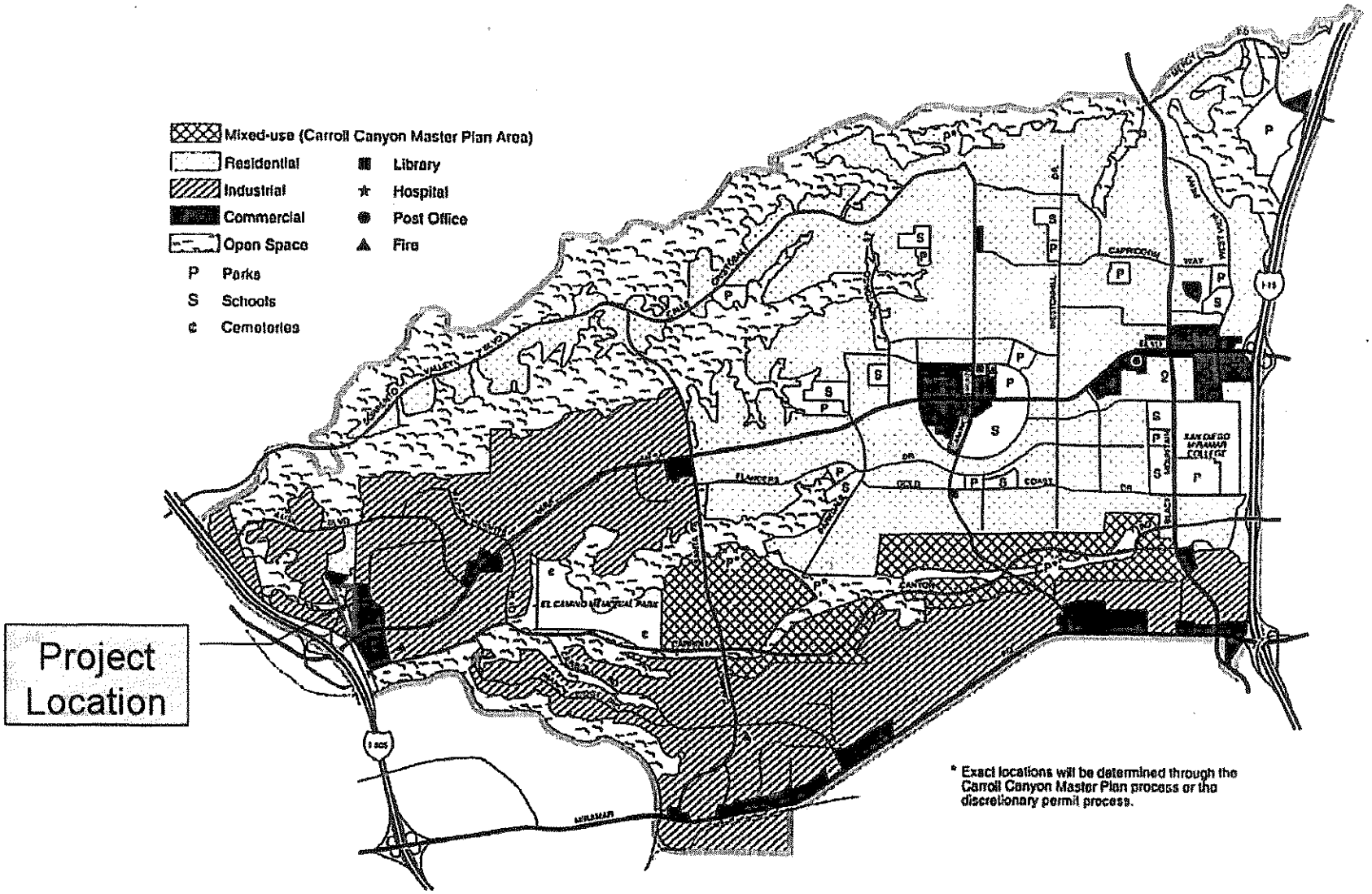
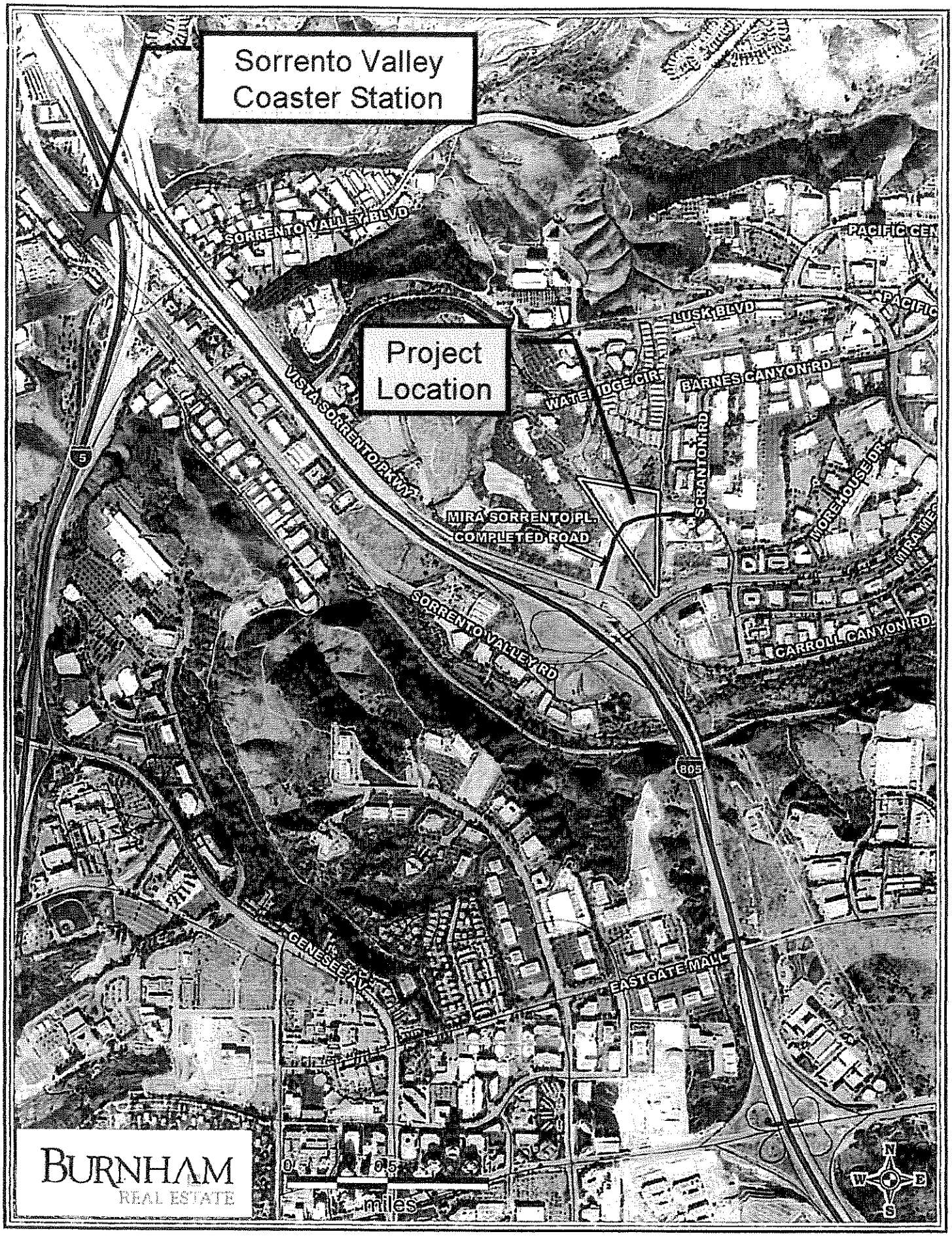
This aerial photograph was not ortho corrected to scale. Any appearances of gaps or overlaps are a result of this distortion and have been investigated.



Land Use Map **1** FIGURE

Mira Mesa Community Plan

ATTACHMENT 3


Sorrento Valley
Coaster Station
Project
Location
SORRENTO VALLEY BLVD
PACIFIC CEN
PACIFIC
LUSK BLVD
BARNES CANYON RD
WATERIDGE CIR
VISTA SORRENTO PKWY
SCRANTON RD
MOREHOUSE DR
MIRA SORRENTO PL.
COMPLETED ROAD
MIRA MES
SORRENTO VALLEY RD
CARROLL CANYON RD
5
805
GENESEE AV
EASTGATE MALL
0
0.5
miles
N
W
E
S
BURNHAM
REAL ESTATE

City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

THE CITY OF SAN DIEGO

Ownership Disclosure Statement

Approval Type: Check appropriate box for type of approval (s) requested: ☐ Neighborhood Use Permit ☐ Coastal Development Permit ☐ Neighborhood Development Permit ☐ Site Development Permit ☐ Planned Development Permit ☐ Conditional Use Permit ☐ Variance ☐ Tentative Map ☐ Vesting Tentative Map ☐ Map Waiver ☒ Land Use Plan Amendment • ☐ **Other** _____

Project Title **Project No.** *For City Use Only*

Mira Sorrento

Project Address:

Vacant land on Mira Sorrento Place, San Diego, CA 92121; APN 341-010-28 and 341-352-28

Part I - To be completed when property is held by Individual(s)

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property, with the intent to record an encumbrance against the property. Please list below the owner(s) and tenant(s) (if applicable) of the above referenced property. The list must include the names and addresses of **all** persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all individuals who own the property). A signature is required of at least one of the property owners. Attach additional pages if needed. A signature from the Assistant Executive Director of the San Diego Redevelopment Agency shall be required for all project parcels for which a Disposition and Development Agreement (DDA) has been approved / executed by the City Council. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Additional pages attached ☐ **Yes** ☐ **No**

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No: Fax No:

Signature : Date:

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No: Fax No:

Signature : Date:

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No: Fax No:

Signature : Date:

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No: Fax No:

Signature : Date:

Project Title: Mira Sorrento	Project No. *(For City Use Only)*

Part II - To be completed when property is held by a corporation or partnership

Legal Status (please check):

☐ Corporation ☒ Limited Liability -or- ☐ General) What State? CA Corporate Identification No. _____
☐ Partnership

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property.. Please list below the names, titles and addresses of **all** persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all corporate officers, and all partners in a partnership who own the property). A signature is required of at least one of the corporate officers or partners who own the property. Attach additional pages if needed. **Note:** The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process. **Additional pages attached** ☐ **Yes** ☐ **No**

Corporate/Partnership Name (type or print):
21 Mira Mesa, LLC
☒ Owner ☐ Tenant/Lessee
Street Address:
62 First Street, 4th Floor
City/State/Zip:
San Francisco, CA 94105
Phone No: (415) 974-1100 Fax No: (415) 974-1143
Name of Corporate Officer/Partner (type or print):
Richard A. Johnson
Title (type or print):
Vice President, Real Estate Investments
Signature: Date: 6/18/08

Corporate/Partnership Name (type or print):
☐ Owner ☐ Tenant/Lessee
Street Address:
City/State/Zip:
Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):
Title (type or print):
Signature : Date:

Corporate/Partnership Name (type or print):
☐ Owner ☐ Tenant/Lessee
Street Address:
City/State/Zip:
Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):
Title (type or print):
Signature : Date:

Corporate/Partnership Name (type or print):
☐ Owner ☐ Tenant/Lessee
Street Address:
City/State/Zip:
Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):
Title (type or print):
Signature : Date:

Corporate/Partnership Name (type or print):
☐ Owner ☐ Tenant/Lessee
Street Address:
City/State/Zip:
Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):
Title (type or print):
Signature : Date:

Corporate/Partnership Name (type or print):
☐ Owner ☐ Tenant/Lessee
Street Address:
City/State/Zip:
Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):
Title (type or print):
Signature : Date:

OPERATING AGREEMENT
OF
21 MIRA MESA, LLC

This Operating Agreement (this "Agreement") for 21 Mira Mesa, LLC, a California limited liability company (the "Company"), is adopted and entered into as of August __, 2007, by CMR Mortgage Fund II, LLC, a California limited liability company, as its sole member (the "Member"), pursuant to and in accordance with the Beverly-Killea Limited Liability Company Act, codified in the California Corporations Code, Section 17000 et seq., as the same may be amended from time to time (the "Act").

RECITALS

A. On April 27, 2007, Articles of Organization for the Company were filed in the office of the Secretary of State of the State of California.

B. The undersigned, as the sole member of the Company, desires to adopt an operating agreement for the Company on the following terms and conditions.

AGREEMENT

The Member hereby agrees as follows:

1. Name. The name of the Company shall be "21 Mira Mesa, LLC."

2. Term. The Company shall continue in existence unless and until dissolved in accordance with the terms of this Agreement or the Act.

3. Purpose. The purpose for which the Company is organized shall be any lawful purpose except insurance, as determined from time to time by the Manager, including without limitation owning, developing, operating and/or managing real property for investment purposes and/or becoming a member and/or manager of one or more other limited liability companies formed to engage in any such activity.

4. Company Property. All property and assets owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in his or its individual name or right.

5. Principal Office of Company. The principal office of the Company shall be located at such location as shall be determined from time to time by the Manager with notice to the Member.

6. Resident Agent. The Company shall at all times maintain a resident agent in the State of California in accordance with the Act.

7. Capital Contributions. The Member shall contribute to the Company such funds or assets from time to time as the Member may determine, in its sole and absolute discretion, to be necessary or advisable in order for the Company to fulfill its purposes.

8. Management. The Company shall have one manager, and the Member hereby appoints California Mortgage and Realty, Inc., a Delaware corporation, as the manager of the Company (the "Manager"). Management of the Company is hereby vested exclusively in such Manager, who will manage the Company at all times in compliance with the Act. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company set forth in this Agreement, including without limitation the power to take all actions permitted of managers of limited liability companies under the Act. The Manager shall not be entitled to receive any compensation for acting as a manager of the Company except to the extent approved in writing by the Member in its sole discretion. Any Manager may resign at any time or be removed at any time by the Member, with or without cause. In the event any Manager ceases to be a manager of the Company by reason of removal, resignation, death or any other reason, the Member may but shall not be required to appoint one or more successor manager(s).

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated entirely to the Member. The Member understands and intends that the Company, so long as it has a single member, shall be a disregarded entity for federal income tax purposes, but shall not be disregarded for any other purpose whatsoever.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager. Such distributions shall be made entirely to the Member.

11. Limited Liability of Member and Manager. No Member or Manager of the Company shall have any individual liability for the debts or liabilities of the Company. No Member, Manager, officer or agent of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, regardless whether that debt, liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member, Manager, officer or agent of the Company.

12. Indemnification. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he, she or it is or was a Member, Manager, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, officer, employee or agent, he or she is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

13. Effect of Bankruptcy, Death or Incompetency of a Member. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of the Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, personal representative, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of the Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by

such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, all rights and remedies being governed by those laws.

IN WITNESS WHEREOF, the undersigned Member has duly executed this Agreement as of the date first set forth above.

MEMBER:

CMR MORTGAGE FUND II, LLC,
a California limited liability company

By: California Mortgage and Realty, Inc.,
Its Manager

By: Scott Power
Name: Scott Power
Title: Vice President