

**Attachment C –
Fire and Emergency Services Agreement**

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

THIS FIRE AND EMERGENCY SERVICES AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SAN DIEGO (“County”) and BOULDER BRUSH LLC (“Applicant”) (individually, “Party” and collectively, “Parties”).

RECITALS

WHEREAS, San Diego County Fire Authority (“Fire Authority”) supports the delivery of high-quality emergency medical and fire services to a 1.5 million-acre area of unincorporated San Diego County, and coordinates regional fire prevention for unincorporated San Diego County;

WHEREAS, Applicant has applied for a Major Use Permit (Project No. PDS2019-MUP-19-002) for certain real property located within the unincorporated area of the County of San Diego, as more particularly described on the attached Exhibit A, incorporated herein by reference (“Property”);

WHEREAS, Applicant seeks approval from County to construct the Boulder Brush Facilities Project (“Project”) on the Property, as more fully described on the attached Exhibit B, incorporated herein by reference, with a generation transmission line, substation, switchyard, and other electrical components;

WHEREAS, the potential for significant environmental impacts associated with the Project was studied in a Final Environmental Impact Report;

WHEREAS, as a condition of County's approval of the Project and to mitigate the Project’s wildfire impacts to a less than significant level, prior to issuance of a grading permit, Applicant is required to enter into this Agreement with the County to contribute funds to support Fire Authority capabilities and services during construction, operation and decommissioning phases of the Project pursuant to the County General Plan Safety Element; and

WHEREAS, County desires to receive such funds and use them as specified in this Agreement to support Fire Authority capabilities and services to the Project during the construction, operation and decommissioning phases of the Project;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Project

The description of the Project is contained in Exhibit B and incorporated herein by reference.

2. Scope of Agreement

Provided that Applicant timely complies with each of its obligations under this Agreement, County agrees to use the funds it receives under the Agreement to support Fire Authority capabilities and services to the Project, as more fully set forth in the Scope of Services attached as Exhibit C and incorporated herein by reference (the “Services”). County has issued a Project Facility Availability Form for Fire Services to Applicant for the Project, which is contingent upon receipt of all the following: (a) Applicant’s signature on this Agreement; (b) confirmation that the Initial Compensation (as defined in Section 4(A) below) has been delivered to County; (c) documentation that establishes legal access to the Property, as provided in Section 12 below; and (d) a Fire Protection Plan accepted by County, attached as Exhibit D and incorporated herein by reference.

3. Term

This Agreement shall be effective on [REDACTED] (“Effective Date”). The initial term of this Agreement shall begin upon issuance of any grading permit for the Project and be in effect for a

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period of ten (10) years thereafter (the “Initial Term”). The Applicant shall give notice to the County within thirty (30) calendar days of obtaining a grading permit.

This Agreement shall be automatically renewed following the Initial Term for consecutive five (5)-year periods (each referred to as a “Renewal Term”) for the life of the Project, and which shall terminate only after the Applicant has complied with a County-approved decommissioning plan. The Applicant may terminate this Agreement pursuant to Section 7 below.

4. Compensation

(A) Initial Compensation

Within thirty (30) calendar days of the issuance of any grading permit for the Project, Applicant shall make a one-time payment to County in the amount of Fifty Four Thousand One Hundred Thirty-Four Dollars and Sixty-Two Cents (\$54,134.62) (“Initial Compensation”). If not paid timely, the Initial Compensation shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Initial Compensation shall be used as the County sees fit to support Fire Authority capabilities and services to the Project and southeast portion of CSA No. 135.

(B) Annual Compensation

(1) For any Fiscal Year, or portion thereof, after Applicant has received the final building inspection and Certificate of Occupancy, Applicant shall pay annually to County \$54,134.62.00 (the “Base Rate”) for the Services. “Fiscal Year” means the period starting on July 1 and ending on the following June 30. After the first year, the Base Rate shall increase by three percent (3%) each fiscal year.

(2) Applicant shall notify Fire Authority within thirty (30) calendar days of receipt of the final building inspection and Certificate of Occupancy. Fire Authority shall provide Applicant with an invoice setting forth the Annual Compensation due for Year 1 pursuant to Section 4(B)(3). On or before June 1 of each year thereafter, Fire Authority shall deliver to Applicant an invoice setting forth the Annual Compensation amount due for the next Fiscal Year pursuant to Section 4(B)(1), and Applicant shall pay such amount to County on or before July 1.

(3) Applicant’s duty to pay County the Annual Compensation shall commence on the date the Applicant receives the final building inspection and Certificate of Occupancy. If the Certificate of Occupancy is issued on a date other than July 1, County shall prorate the Annual Compensation as follows: (a) calculate the number of days remaining in the current Fiscal Year by determining the days from and including the date of the Certificate of Occupancy is issued to and including the following June 30 (the “Remainder”); and (b) multiply the Base Rate by a fraction, the numerator of which is the Remainder, and the denominator of which is 365, which is equal to the proportionate amount due for the portion of the fiscal year in which Certificate of Occupancy is issued (“Year 1 Amount”). Fire Authority shall calculate the Year 1 Amount and give notice thereof to Applicant. Applicant shall pay the Year 1 Amount within thirty (30) days of notice.

(4) Any amount due to County, if not paid within thirty (30) days of when due, shall bear interest from the due date until paid at the rate of ten percent (10%) per annum.

5. Approvals

Applicant is solely responsible for obtaining all governmental licenses, permits, and/or approvals required of or deemed necessary or appropriate by the Applicant or the County in order to

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begin physical construction of the Project, including without limitation application for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Approvals"). Applicant acknowledges and agrees that County has no duty or obligation to obtain any such Approvals on behalf of the Applicant.

This Agreement shall not constitute an Approval of the Project by County in any way. To the extent County has separate and distinct permitting authority for an aspect of the Project, this Agreement in no way limits or controls County's discretion in approving, approving with conditions, or denying a particular project or project component.

County's governing body shall not take action to approve this Agreement unless either (a) a CEQA document for the Project has been certified by County lead agency; or (b) County certifies an environmental document in compliance with CEQA.

6. Modification or Amendment

This Agreement or any of its provisions may be modified or amended only by written agreement executed by all Parties to this Agreement.

7. Termination

Applicant may terminate this Agreement by providing County sixty (60) calendar days' prior written notice, pursuant to Section 22 below, if: (a) Applicant fails to obtain the Approvals described more fully in Section 5; or, (b) Project operations on the Property entirely cease subsequent to issuance of the Approvals and Applicant completes a County-approved decommissioning plan, including the removal of any Project improvements from the Property required by the plan.

8. Assignment

Applicant may assign this Agreement if Applicant is transferring the Project to an assignee, provided the following: (a) any such assignment is in writing substantially in the form of Exhibit E ("Assignment"), attached hereto and incorporated herein by this reference; (b) the Assignment provides for Applicant's assignment of all obligations in this Agreement; and (c) Applicant and/or the assignee promptly deliver a fully executed Assignment to County in accordance with Section 22 below within twenty (20) days of receipt of such Assignment.

Notwithstanding the above, a change in ownership of Applicant is not an assignment. In the event of a change in ownership, the Applicant shall provide written notice to the County with the new owner's name, address, telephone number and contact person.

9. Indemnification

Applicant shall indemnify, defend and hold County, and the employees, volunteers, representatives, contractors, agents, successors, and assigns of County (collectively "County Parties") harmless from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the installation, use, maintenance, repair, removal, and/or any other work or service for the Project or otherwise related to this Agreement, and arising either directly or indirectly from any act, error, omission or negligence of Applicant or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Applicant shall have no obligation,

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however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Applicant's obligations under this Agreement shall be effective upon the Effective Date, regardless of whether any or all approvals and/or actions of County regarding the Project remain valid or are invalidated by any court. Applicant's obligations to indemnify, defend, and hold County harmless shall survive the termination of this Agreement, but shall be limited to events that occurred during the term of this Agreement.

10. Breach

Failure to abide by any terms of this Agreement shall constitute a breach of this Agreement. The Party asserting a breach must notify the other Party in writing pursuant to Section 22 below. Each Party shall have the right but not the obligation or duty to cure any breach by the other Party of the terms of this Agreement.

An "Event of Default" shall exist if: (a) the breach can be cured solely by the payment of money and the breach is not cured within thirty (30) business days after the notifying Party delivers notice (a "Breach Notice") thereof to the breaching Party; or (b) the breach cannot be cured solely by the payment of money and the breach is not cured within thirty (30) days after the notifying Party delivers a Breach Notice thereof to the breaching Party; provided, however, that if a cure reasonably requires more than thirty (30) days, no Event of Default shall exist so long as the breaching Party is diligently proceeding with a cure. If an Event of Default occurs, the notifying Party shall be entitled to any and all remedies available at law; provided, however, that attorneys' fees are not recoverable.

11. No Waiver

The failure of any Party to require the other Party's strict performance of any term, provision, covenant or condition of this Agreement, or the failure of any Party to exercise any right or remedy upon the breach of any term, provision, covenant or condition of this Agreement, shall not invalidate this Agreement, nor shall it be considered as a waiver by such Party of any term, provision, covenant or condition. Delay by any Party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such Party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

12. Access

At all times during the term of this Agreement, Applicant shall ensure that County has twenty-four (24) hours per day, seven (7) days per week, pedestrian and vehicular access to, over, around, and across the Property for purposes of providing the Services as provided by this Agreement. As a condition of this Agreement, prior to the Effective Date of this Agreement, Applicant shall demonstrate to the satisfaction of County that County Parties, and all other local, state, and federal firefighting and/or emergency response agencies and their respective employees, agents, volunteers, representatives, contractors, successors and assigns will have legal access to the Property that will allow fire and emergency personnel and apparatus entry onto the Property for the purpose of providing the Services during the term of this Agreement.

The Parties acknowledge that this Agreement is not intended to expand, limit, or modify in any way County's independent rights as a governmental agency to access the Property for purposes of providing the Services described in this Agreement.

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13. Site Maintenance

Applicant agrees to keep and maintain the Property in good condition and clear of hazardous substances (other than hazardous substances used or useful in the construction, operation or maintenance of the Project in accordance with applicable law) at all times so as to avoid and prevent the creation and/or maintenance of fire or emergency hazards.

14. Project Site Safety

Unless otherwise provided by the Scope of Services in this Agreement, County Parties are not responsible for any condition of the Property or Project site conditions during the term of this Agreement. The Parties acknowledge and agree that Applicant has responsibility for all conditions of the Property and all Project site conditions, including safety of all persons and property.

15. No Third Party Beneficiaries

The Parties hereto agree that there shall be no third-party beneficiaries to this Agreement. This Agreement is not intended to and shall not confer any rights or remedies hereunder upon any other party other than the Parties to this Agreement and their respective assignees and successors in interest.

16. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall remain in full force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on such Party's successor in interest.

17. Integration

This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made by a written agreement pursuant to Section 6 of this Agreement. All prior negotiations and agreements are merged into this Agreement. The Parties acknowledge and agree that the Recitals set forth above are true and correct and are hereby incorporated by reference.

18. Jurisdiction and Venue

Any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be held in a federal or state court of competent jurisdiction in the County of San Diego, State of California. The Parties each consent to the jurisdiction of these courts and waive any objections that such venue is objectionable or improper. The Parties agree that this Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

19. Severance

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms

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and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

20. Signing Authority

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or governmental entity.

21. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other Party by facsimile transmission or electronic mail as a PDF shall be binding upon the sending Party to the same extent as if it had delivered a signed original of this Agreement.

22. Notices

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine or electronic mail, or sent certified mail, return receipt requested, to the following addresses:

Boulder Brush LLC
Attn: Legal Department
437 Madison Avenue
22nd Floor, Suite A
New York, NY 10022
Telephone No. (646) 829-3900

San Diego County Fire Authority
Attn: Herman Reddick, Director
5510 Overland Ave., Ste. 250
San Diego, CA 92123
Telephone No. (858) 974- 5813
Facsimile No. (858) 974- 5928

Any such notice or demand shall be deemed served at the time of delivery if delivered in person, by facsimile transmission, or electronic mail, or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail.

BOULDER BRUSH LLC

COUNTY OF SAN DIEGO

Craig Pospisil
Vice President

Andrew Potter
Clerk of the Board

Date

Date

Approved as to form:

Suedy Alfaro
Senior Deputy County Counsel

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Exhibit "A"

Legal Description of the Property

The land referred to herein is situated in the State of California, County of San Diego Unincorporated and described as follows:

ALL THAT PORTION OF THE WEST HALF OF SECTION 20 AND THE EAST HALF OF SECTIONS 19, 30 AND 31, ALL OF TOWNSHIP 6 SOUTH, RANGE 7 EAST, SECTION 6 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, ALL OF TOWNSHIP 7 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

COURSE 1) THENCE S 00°09'28" E ON AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 179.05 FEET;

COURSE 2) THENCE LEAVING SAID EAST LINE S 36°51'15" W, A DISTANCE OF 83.70 FEET

TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A 147.00 FOOT RADIUS;

COURSE 3) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°32'18" FOR AN ARC DISTANCE OF 111.70 FEET;

COURSE 4) THENCE S 83°47'16" W, A DISTANCE OF 13.62 FEET;

COURSE 5) THENCE S 59°42'44" W, A DISTANCE OF 41.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 148.00 FOOT RADIUS;

COURSE 6) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 50°25'45" FOR AN ARC DISTANCE OF 130.26 FEET;

COURSE 7) THENCE N 69°51'31" W, A DISTANCE OF 20.06 FEET;

COURSE 8) THENCE S 49°45'12" W, A DISTANCE OF 96.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 9) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'22" FOR AN ARC DISTANCE OF 157.09 FEET;

COURSE 10) THENCE N 40°14'26" W, A DISTANCE OF 99.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 11) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 74°05'35" FOR AN ARC DISTANCE OF 129.32 FEET;

COURSE 12) THENCE N 33°51'09" E, A DISTANCE OF 4.04 FEET;

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- COURSE 13) THENCE N 48°33'58" W, A DISTANCE OF 31.85 FEET;
- COURSE 14) THENCE N 64°06'38" W, A DISTANCE OF 147.28 FEET;
- COURSE 15) THENCE S 13°12'50" W, A DISTANCE OF 17.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 16) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 87°05'57" FOR AN ARC DISTANCE OF 152.02 FEET;
- COURSE 17) THENCE N 79°41'13" W, A DISTANCE OF 99.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 18) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'09" FOR AN ARC DISTANCE OF 157.08 FEET;
- COURSE 19) THENCE N 10°18'56" E, A DISTANCE OF 150.17 FEET;
- COURSE 20) THENCE N 48°39'58" W, A DISTANCE OF 65.59 FEET;
- COURSE 21) THENCE N 74°26'53" W, A DISTANCE OF 105.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 187.00 FOOT RADIUS;
- COURSE 22) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 37°29'57" FOR AN ARC DISTANCE OF 122.39 FEET;
- COURSE 23) THENCE N 36°56'56" W, A DISTANCE OF 32.96 FEET;
- COURSE 24) THENCE S 26°23'08" W, A DISTANCE OF 2027.77 FEET;
- COURSE 25) THENCE S 03°10'08" W, A DISTANCE OF 3394.53 FEET;
- COURSE 26) THENCE S 13°19'00" E, A DISTANCE OF 258.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 549.00 FOOT RADIUS;
- COURSE 27) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 32°30'10" FOR AN ARC DISTANCE OF 311.44 FEET;
- COURSE 28) THENCE S 19°11'10" W, A DISTANCE OF 256.48 FEET;
- COURSE 29) THENCE S 03°14'31" W, A DISTANCE OF 6448.99 FEET;
- COURSE 30) THENCE N 86°38'51" E, A DISTANCE OF 299.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 31) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°05'32" FOR AN ARC DISTANCE OF 157.24 FEET;

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COURSE 32) THENCE S 03°15'37" E, A DISTANCE OF 99.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 33) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 89°51'32" FOR AN ARC DISTANCE OF 156.83 FEET;

COURSE 34) THENCE S 86°35'55" W, A DISTANCE OF 333.31 FEET;

COURSE 35) THENCE S 03°28'58" W, A DISTANCE OF 384.68 FEET;

COURSE 36) THENCE S 03°27'11" E, A DISTANCE OF 84.91 FEET;

COURSE 37) THENCE S 14°38'01" E, A DISTANCE OF 112.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 141.00 FOOT RADIUS;

COURSE 38) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 51°35'50" FOR AN ARC DISTANCE OF 126.98 FEET;

COURSE 39) THENCE S 66°08'24" E, A DISTANCE OF 173.97 FEET;

COURSE 40) THENCE S 57°15'41" E, A DISTANCE OF 51.51 FEET;

COURSE 41) THENCE S 44°25'53" E, A DISTANCE OF 80.22 FEET;

COURSE 42) THENCE S 33°25'07" E, A DISTANCE OF 83.69 FEET;

COURSE 43) THENCE S 27°00'55" E, A DISTANCE OF 376.49 FEET;

COURSE 44) THENCE S 50°50'25" E, A DISTANCE OF 41.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 45) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 58°33'22" FOR AN ARC DISTANCE OF 102.20 FEET;

COURSE 46) THENCE S 07°42'57" W, A DISTANCE OF 3.57 FEET;

COURSE 47) THENCE S 32°36'38" E, A DISTANCE OF 22.49 FEET;

COURSE 48) THENCE S 24°25'10" E, A DISTANCE OF 321.35 FEET;

COURSE 49) THENCE S 60°01'13" E, A DISTANCE OF 15.68 FEET;

COURSE 50) THENCE S 49°46'47" E, A DISTANCE OF 75.20 FEET;

COURSE 51) THENCE S 56°43'24" E, A DISTANCE OF 38.19 FEET;

COURSE 52) THENCE S 52°24'35" E, A DISTANCE OF 33.92 FEET;

COURSE 53) THENCE S 42°04'14" E, A DISTANCE OF 30.10 FEET;

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- COURSE 54) THENCE S 29°24'55" E, A DISTANCE OF 49.99 FEET;
- COURSE 55) THENCE S 18°52'00" E, A DISTANCE OF 71.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 353.00 FOOT RADIUS;
- COURSE 56) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 52°15'42" FOR AN ARC DISTANCE OF 321.98 FEET;
- COURSE 57) THENCE S 33°23'41" W, A DISTANCE OF 271.44 FEET;
- COURSE 58) THENCE S 44°03'04" W, A DISTANCE OF 123.76 FEET;
- COURSE 59) THENCE S 48°41'08" W, A DISTANCE OF 36.49 FEET;
- COURSE 60) THENCE S 38°00'06" W, A DISTANCE OF 7.97 FEET;
- COURSE 61) THENCE S 02°31'13" W, A DISTANCE OF 4.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 62) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 19°21'46" FOR AN ARC DISTANCE OF 33.79 FEET;
- COURSE 63) THENCE S 21°52'59" W, A DISTANCE OF 9.67 FEET;
- COURSE 64) THENCE S 30°39'58" E, A DISTANCE OF 8.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 65) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 34°49'34" FOR AN ARC DISTANCE OF 60.78 FEET;
- COURSE 66) THENCE S 04°09'56" W, A DISTANCE OF 57.81 FEET;
- COURSE 67) THENCE S 23°06'58" E, A DISTANCE OF 365.13 FEET;
- COURSE 68) THENCE S 23°14'44" E, A DISTANCE OF 261.51 FEET;
- COURSE 69) THENCE S 32°53'55" E, A DISTANCE OF 112.07 FEET TO THE EAST LINE OF SAID SECTION 6.
- COURSE 70) THENCE S 02°33'36" W ON AND ALONG SAID EAST LINE, A DISTANCE OF 622.26 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 6.
- COURSE 71) THENCE S 00°00'48" W ON AND ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1342.93 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7;
- COURSE 72) THENCE N 89°33'31" W ON AND ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 149.48 FEET;

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- COURSE 73) THENCE LEAVING SAID SOUTH LINE N 00°16'21" E, A DISTANCE OF 800.46 FEET;
- COURSE 74) THENCE N 11°56'28" W, A DISTANCE OF 279.97 FEET;
- COURSE 75) THENCE N 00°15'46" E, A DISTANCE OF 545.89 FEET;
- COURSE 76) THENCE N 05°00'24" E, A DISTANCE OF 100.17 FEET;
- COURSE 77) THENCE N 09°26'16" W, A DISTANCE OF 43.38 FEET;
- COURSE 78) THENCE N 29°59'13" W, A DISTANCE OF 198.03 FEET;
- COURSE 79) THENCE N 25°10'29" W, A DISTANCE OF 534.47 FEET;
- COURSE 80) THENCE N 25°12'20" W, A DISTANCE OF 40.84 FEET;
- COURSE 81) THENCE N 19°33'49" W, A DISTANCE OF 28.22 FEET;
- COURSE 82) THENCE N 14°36'26" W, A DISTANCE OF 41.74 FEET;
- COURSE 83) THENCE N 10°41'03" W, A DISTANCE OF 35.40 FEET;
- COURSE 84) THENCE N 24°57'57" W, A DISTANCE OF 20.13 FEET;
- COURSE 85) THENCE N 35°58'33" W, A DISTANCE OF 31.93 FEET;
- COURSE 86) THENCE N 26°10'11" W, A DISTANCE OF 45.10 FEET;
- COURSE 87) THENCE N 20°00'48" W, A DISTANCE OF 31.38 FEET;
- COURSE 88) THENCE N 11°35'48" W, A DISTANCE OF 24.24 FEET;
- COURSE 89) THENCE N 17°51'17" W, A DISTANCE OF 39.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 90) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 63°30'20" FOR AN ARC DISTANCE OF 110.84 FEET;
- COURSE 91) THENCE N 45°39'03" E, A DISTANCE OF 20.55 FEET;
- COURSE 92) THENCE N 20°40'57" E, A DISTANCE OF 14.74 FEET;
- COURSE 93) THENCE N 29°54'30" E, A DISTANCE OF 27.95 FEET;
- COURSE 94) THENCE N 18°20'50" E, A DISTANCE OF 126.22 FEET;
- COURSE 95) THENCE N 29°13'54" E, A DISTANCE OF 36.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 152.00 FOOT RADIUS;

**FIRE AND EMERGENCY SERVICES AGREEMENT
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- COURSE 96) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 42°39'26" FOR AN ARC DISTANCE OF 113.17 FEET;
- COURSE 97) THENCE N 71°53'19" E, A DISTANCE OF 10.84 FEET;
- COURSE 98) THENCE N 46°14'29" E, A DISTANCE OF 52.33 FEET;
- COURSE 99) THENCE N 48°36'08" E, A DISTANCE OF 100.66 FEET;
- COURSE 100) THENCE N 31°20'44" E, A DISTANCE OF 41.04 FEET;
- COURSE 101) THENCE N 31°37'14" E, A DISTANCE OF 33.06 FEET;
- COURSE 102) THENCE N 36°02'12" E, A DISTANCE OF 19.61 FEET;
- COURSE 103) THENCE N 25°51'13" E, A DISTANCE OF 26.28 FEET;
- COURSE 104) THENCE N 16°46'07" E, A DISTANCE OF 22.29 FEET;
- COURSE 105) THENCE N 03°58'07" E, A DISTANCE OF 9.67 FEET;
- COURSE 106) THENCE N 26°48'20" W, A DISTANCE OF 27.11 FEET;
- COURSE 107) THENCE N 47°04'11" W, A DISTANCE OF 172.84 FEET;
- COURSE 108) THENCE N 42°27'14" W, A DISTANCE OF 35.44 FEET;
- COURSE 109) THENCE N 35°28'45" W, A DISTANCE OF 45.29 FEET;
- COURSE 110) THENCE N 27°33'02" W, A DISTANCE OF 78.69 FEET;
- COURSE 111) THENCE N 31°11'15" W, A DISTANCE OF 183.89 FEET;
- COURSE 112) THENCE N 20°44'44" W, A DISTANCE OF 45.98 FEET;
- COURSE 113) THENCE N 16°33'30" W, A DISTANCE OF 39.42 FEET;
- COURSE 114) THENCE N 70°21'05" W, A DISTANCE OF 17.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 115) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 58°46'12" FOR AN ARC DISTANCE OF 102.57 FEET;
- COURSE 116) THENCE N 11°34'53" W, A DISTANCE OF 30.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 117) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 29°18'07" FOR AN ARC DISTANCE OF 51.14 FEET;

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

- COURSE 118) THENCE N 17°43'15" E, A DISTANCE OF 17.36 FEET;
- COURSE 119) THENCE N 26°21'44" W, A DISTANCE OF 340.11 FEET;
- COURSE 120) THENCE N 56°30'11" W, A DISTANCE OF 17.02 FEET;
- COURSE 121) THENCE N 67°43'24" W, A DISTANCE OF 14.42 FEET;
- COURSE 122) THENCE N 64°54'25" W, A DISTANCE OF 38.96 FEET;
- COURSE 123) THENCE S 89°16'39" W, A DISTANCE OF 2.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 58.00 FOOT RADIUS;
- COURSE 124) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 31°51'34" FOR AN ARC DISTANCE OF 32.25 FEET;
- COURSE 125) THENCE S 58°17'56" W, A DISTANCE OF 569.34 FEET;
- COURSE 126) THENCE S 66°06'16" W, A DISTANCE OF 334.67 FEET;
- COURSE 127) THENCE S 12°02'07" W, A DISTANCE OF 7.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A 100.00 FOOT RADIUS;
- COURSE 128) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 67°49'46" FOR AN ARC DISTANCE OF 118.38 FEET;
- COURSE 129) THENCE S 79°51'53" W, A DISTANCE OF 31.66 FEET;
- COURSE 130) THENCE S 69°10'29" W, A DISTANCE OF 18.46 FEET;
- COURSE 131) THENCE S 77°29'07" W, A DISTANCE OF 12.43 FEET;
- COURSE 132) THENCE S 81°05'06" W, A DISTANCE OF 75.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 100.00 FOOT RADIUS;
- COURSE 133) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 20°30'23" FOR AN ARC DISTANCE OF 35.79 FEET;
- COURSE 134) THENCE N 78°55'11" W, A DISTANCE OF 5.07 FEET;
- COURSE 135) THENCE S 58°36'02" W, A DISTANCE OF 28.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 288.00 FOOT RADIUS;
- COURSE 136) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 62°34'26" FOR AN ARC DISTANCE OF 314.53 FEET;
- COURSE 137) THENCE N 58°49'32" W, A DISTANCE OF 17.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 62.00 FOOT RADIUS;

**FIRE AND EMERGENCY SERVICES AGREEMENT
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COURSE 138) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°51'01" FOR AN ARC DISTANCE OF 47.45 FEET;

COURSE 139) THENCE S 77°19'27" W, A DISTANCE OF 84.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 62.00 FOOT RADIUS;

COURSE 140) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 25°09'55" FOR AN ARC DISTANCE OF 27.23 FEET;

COURSE 141) THENCE S 52°09'32" W, A DISTANCE OF 2.10 FEET;

COURSE 142) THENCE S 48°32'39" W, A DISTANCE OF 31.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 298.00 FOOT RADIUS;

COURSE 143) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 58°34'26" FOR AN ARC DISTANCE OF 304.65 FEET;

COURSE 144) THENCE N 72°52'55" W, A DISTANCE OF 132.06 FEET;

COURSE 145) THENCE S 89°03'41" W, A DISTANCE OF 214.52 FEET;

COURSE 146) THENCE N 86°24'49" W, A DISTANCE OF 129.86 FEET;

COURSE 147) THENCE S 60°31'28" W, A DISTANCE OF 6.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 238.00 FOOT RADIUS;

COURSE 148) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 24°09'42" FOR AN ARC DISTANCE OF 100.36 FEET;

COURSE 149) THENCE S 84°41'10" W, A DISTANCE OF 43.94 FEET;

COURSE 150) THENCE S 77°36'02" W, A DISTANCE OF 60.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 438.00 FOOT RADIUS;

COURSE 151) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 26°08'51" FOR AN ARC DISTANCE OF 199.89 FEET;

COURSE 152) THENCE N 76°15'07" W, A DISTANCE OF 68.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 63.00 FOOT RADIUS;

COURSE 153) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 21°31'19" FOR AN ARC DISTANCE OF 23.66 FEET;

COURSE 154) THENCE S 82°13'34" W, A DISTANCE OF 24.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 338.00 FOOT RADIUS;

COURSE 155) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL

**FIRE AND EMERGENCY SERVICES AGREEMENT
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ANGLE OF 15°48'43" FOR AN ARC DISTANCE OF 93.28 FEET;

COURSE 156) THENCE N 81°57'43" W, A DISTANCE OF 10.78 FEET;

COURSE 157) THENCE S 82°58'55" W, A DISTANCE OF 10.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 338.00 FOOT RADIUS;

COURSE 158) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 12°33'50" FOR AN ARC DISTANCE OF 74.12 FEET;

COURSE 159) THENCE N 84°27'15" W, A DISTANCE OF 22.14 FEET;

COURSE 160) THENCE S 70°00'20" W, A DISTANCE OF 58.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 218.00 FOOT RADIUS;

COURSE 161) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 46°05'50" FOR AN ARC DISTANCE OF 175.39 FEET;

COURSE 162) THENCE N 63°53'50" W, A DISTANCE OF 5.88 FEET;

COURSE 163) THENCE S 87°16'31" W, A DISTANCE OF 82.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 238.00 FOOT RADIUS;

COURSE 164) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 13°14'06" FOR AN ARC DISTANCE OF 54.98 FEET;

COURSE 165) THENCE N 79°29'23" W, A DISTANCE OF 11.26 FEET;

COURSE 166) THENCE S 75°12'49" W, A DISTANCE OF 50.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 338.00 FOOT RADIUS;

COURSE 167) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 20°26'55" FOR AN ARC DISTANCE OF 120.63 FEET;

COURSE 168) THENCE N 84°20'16" W, A DISTANCE OF 18.95 FEET;

COURSE 169) THENCE S 73°14'42" W, A DISTANCE OF 8.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 218.00 FOOT RADIUS;

COURSE 170) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 72°20'11" FOR AN ARC DISTANCE OF 275.23 FEET;

COURSE 171) THENCE N 34°25'07" W, A DISTANCE OF 260.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

COURSE 172) THENCE S 77°41'28" W, A DISTANCE OF 479.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 218.00 FOOT RADIUS;

**FIRE AND EMERGENCY SERVICES AGREEMENT
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COURSE 173) THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 62°38'29" FOR AN ARC DISTANCE OF 238.34 FEET;

COURSE 174) THENCE N 39°40'04" W, A DISTANCE OF 9.32 FEET;

COURSE 175) THENCE S 86°40'08" W, A DISTANCE OF 13.83 FEET TO THE WEST LINE OF SAID SECTION 6;

COURSE 176) THENCE N 00°10'36" E, ON AND ALONG SAID WEST LINE, A DISTANCE OF 324.17 FEET;

COURSE 177) THENCE LEAVING SAID WEST LINE N 53°32'10" E, A DISTANCE OF 926.59 FEET;

COURSE 178) THENCE N 07°38'35" W, A DISTANCE OF 59.89 FEET;

COURSE 179) THENCE N 23°42'33" W, A DISTANCE OF 233.46 FEET;

COURSE 180) THENCE S 86°36'09" W, A DISTANCE OF 304.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 181) THENCE ALONG SAID CURVE SOUTHWESTERLY AND NORTHERLY THROUGH A CENTRAL ANGLE OF 90°02'42" FOR AN ARC DISTANCE OF 157.16 FEET;

COURSE 182) THENCE N 03°21'09" W, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 183) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 89°57'15" FOR AN ARC DISTANCE OF 157.00 FEET;

COURSE 184) THENCE N 86°36'05" E, A DISTANCE OF 1279.05 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

COURSE 185) THENCE N 53°32'55" E, A DISTANCE OF 675.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 186) THENCE ALONG SAID CURVE SOUTHWESTERLY AND NORTHERLY THROUGH A CENTRAL ANGLE OF 90°14'13" FOR AN ARC DISTANCE OF 157.49 FEET;

COURSE 187) THENCE S 36°12'52" E, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 188) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 89°45'45" FOR AN ARC DISTANCE OF 156.66 FEET;

COURSE 189) THENCE S 53°32'53" W, A DISTANCE OF 214.78 FEET;

COURSE 190) THENCE N 86°38'51" E, A DISTANCE OF 93.31 FEET;

COURSE 191) THENCE N 59°08'37" E, A DISTANCE OF 3.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 100.00 FOOT RADIUS;

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COURSE 192) THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°57'47" FOR AN ARC DISTANCE OF 48.80 FEET;

COURSE 193) THENCE N 87°06'23" E, A DISTANCE OF 85.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 226.00 FOOT RADIUS;

COURSE 194) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 38°34'29" FOR AN ARC DISTANCE OF 152.16 FEET;

COURSE 195) THENCE S 54°19'07" E, A DISTANCE OF 9.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

COURSE 196) THENCE N 86°38'51" E, A DISTANCE OF 1020.58 FEET;

COURSE 197) THENCE N 25°53'00" E, A DISTANCE OF 8.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 198) THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 60°24'22" FOR AN ARC DISTANCE OF 105.43 FEET;

COURSE 199) THENCE N 86°17'22" E, A DISTANCE OF 736.75 FEET;

COURSE 200) THENCE N 03°10'47" E, A DISTANCE OF 10732.42 FEET;

COURSE 201) THENCE N 26°21'19" E, A DISTANCE OF 2110.93 FEET;

COURSE 202) THENCE N 21°38'01" E, A DISTANCE OF 308.26 FEET;

COURSE 203) THENCE N 24°11'14" W, A DISTANCE OF 306.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 204) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 89°50'37" FOR AN ARC DISTANCE OF 156.81 FEET;

COURSE 205) THENCE N 65°39'23" E, A DISTANCE OF 99.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 206) THENCE ALONG SAID CURVE EASTERLY THROUGH A CENTRAL ANGLE OF 89°29'00" FOR AN ARC DISTANCE OF 156.18 FEET;

COURSE 207) THENCE S 24°51'37" E, A DISTANCE OF 49.22 FEET;

COURSE 208) THENCE N 72°23'52" E, A DISTANCE OF 46.72 FEET;

COURSE 209) THENCE N 82°17'09" E, A DISTANCE OF 17.93 FEET;

COURSE 210) THENCE S 89°16'06" E, A DISTANCE OF 11.77 FEET;

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COURSE 211) THENCE N 58°27'28" E, A DISTANCE OF 122.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 212) THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 58°32'56" FOR AN ARC DISTANCE OF 102.19 FEET;

COURSE 213) THENCE S 62°59'36" E, A DISTANCE OF 99.81 FEET;

COURSE 214) THENCE S 59°56'08" E, A DISTANCE OF 10.69 FEET;

COURSE 215) THENCE S 53°32'34" E, A DISTANCE OF 10.69 FEET;

COURSE 216) THENCE S 69°52'21" E, A DISTANCE OF 82.69 FEET;

COURSE 217) THENCE N 10°35'56" E, A DISTANCE OF 445.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 218) THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°55'55" FOR AN ARC DISTANCE OF 156.96 FEET;

COURSE 219) THENCE S 79°28'09" E, A DISTANCE OF 99.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 220) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°57'09" FOR AN ARC DISTANCE OF 157.00 FEET;

COURSE 221) THENCE S 10°29'00" W, A DISTANCE OF 424.70 FEET;

COURSE 222) THENCE S 38°34'16" E, A DISTANCE OF 10.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 127.00 FOOT RADIUS;

COURSE 223) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 43°29'03" FOR AN ARC DISTANCE OF 96.39 FEET;

COURSE 224) THENCE S 04°54'47" W, A DISTANCE OF 15.07 FEET;

COURSE 225) THENCE S 59°45'02" E, A DISTANCE OF 4.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 226) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 41°04'44" FOR AN ARC DISTANCE OF 71.70 FEET;

COURSE 227) THENCE S 18°33'18" E, A DISTANCE OF 26.96 FEET;

COURSE 228) THENCE S 64°08'44" E, A DISTANCE OF 28.77 FEET;

COURSE 229) THENCE S 67°52'15" E, A DISTANCE OF 75.26 FEET;

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COURSE 230) THENCE S 72°27'04" E, A DISTANCE OF 77.91 FEET;

COURSE 231) THENCE S 67°42'14" E, A DISTANCE OF 189.81 FEET;

COURSE 232) THENCE S 62°32'26" E, A DISTANCE OF 318.27 FEET;

COURSE 233) THENCE N 86°08'45" E, A DISTANCE OF 67.55 FEET;

COURSE 234) THENCE N 49°43'59" E, A DISTANCE OF 438.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 235) THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°09'33" FOR AN ARC DISTANCE OF 157.36 FEET;

COURSE 236) THENCE S 40°06'28" E, A DISTANCE OF 100.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 100.00 FOOT RADIUS;

COURSE 237) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°51'44" FOR AN ARC DISTANCE OF 156.84 FEET;

COURSE 238) THENCE S 49°45'17" W, A DISTANCE OF 451.11 FEET;

COURSE 239) THENCE S 27°24'54" W, A DISTANCE OF 139.15 FEET;

COURSE 240) THENCE S 41°08'36" W, A DISTANCE OF 17.93 FEET;

COURSE 241) THENCE S 52°26'05" W, A DISTANCE OF 157.70 FEET;

COURSE 242) THENCE S 32°10'07" W, A DISTANCE OF 34.47 FEET;

COURSE 243) THENCE S 38°34'41" W, A DISTANCE OF 60.06 FEET;

COURSE 244) THENCE N 87°58'11" W, A DISTANCE OF 145.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING FOUR STRIPS OF LAND:

COMMENCING AT HEREINBEFORE DESCRIBED POINT "A"; THENCE N 04°11'04" W A DISTANCE OF 278.27 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE S 77°45'47" W, A DISTANCE OF 303.22 FEET;

COURSE 2) THENCE N 53°32'10" E, A DISTANCE OF 438.05 FEET;

COURSE 3) THENCE S 38°57'45" W, A DISTANCE OF 18.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 218.00 FOOT RADIUS;

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COURSE 4) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 46°40'34" FOR AN ARC DISTANCE OF 177.59 FEET;

COURSE 5) THENCE S 07°42'49" E, A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING.

COMMENCING AT HEREINBEFORE DESCRIBED POINT "B"; THENCE S 53°40'06" W A DISTANCE OF 553.58 EET TO THE POINT OF BEGINNING;

COURSE 1) THENCE S 53°19'45" W, A DISTANCE OF 204.71 FEET;

COURSE 2) THENCE N 24°02'05" W, A DISTANCE OF 118.56 FEET;

COURSE 3) THENCE N 86°14'08" E, A DISTANCE OF 212.94 FEET TO THE POINT OF BEGINNING.

COMMENCING AT HEREINBEFORE DESCRIBED POINT "B"; THENCE S 24°54'26" E A DISTANCE OF 322.53 EET TO THE POINT OF BEGINNING;

COURSE 1) THENCE N 86°55'29" E, A DISTANCE OF 623.10 FEET;

COURSE 2) THENCE S 07°37'28" E, A DISTANCE OF 188.44 FEET;

COURSE 3) THENCE S 14°16'20" E, A DISTANCE OF 106.88 FEET;

COURSE 4) THENCE S 19°24'13" E, A DISTANCE OF 135.66 FEET;

COURSE 5) THENCE S 26°04'15" E, A DISTANCE OF 15.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 288.00 FOOT RADIUS;

COURSE 6) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 25°11'38" FOR AN ARC DISTANCE OF 126.64 FEET;

COURSE 7) THENCE S 51°15'53" E, A DISTANCE OF 54.03 FEET;

COURSE 8) THENCE S 43°01'13" E, A DISTANCE OF 10.09 FEET;

COURSE 9) THENCE S 32°27'17" E, A DISTANCE OF 12.92 FEET;

COURSE 10) THENCE S 27°17'40" E, A DISTANCE OF 136.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 288.00 FOOT RADIUS;

COURSE 11) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 19°18'30" FOR AN ARC DISTANCE OF 97.05 FEET;

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COURSE 12) THENCE S 46°36'09" E, A DISTANCE OF 330.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 288.00 FOOT RADIUS;

COURSE 13) THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°44'21" FOR AN ARC DISTANCE OF 119.33 FEET;

COURSE 14) THENCE S 70°20'30" E, A DISTANCE OF 118.27 FEET;

COURSE 15) THENCE S 57°27'46" E, A DISTANCE OF 30.14 FEET;

COURSE 16) THENCE S 40°55'57" E, A DISTANCE OF 5.19 FEET;

COURSE 17) THENCE S 77°21'25" W, A DISTANCE OF 59.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A 344.00 FOOT RADIUS;

COURSE 18) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 28°36'07" FOR AN ARC DISTANCE OF 171.72 FEET;

COURSE 19) THENCE S 48°45'18" W, A DISTANCE OF 29.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 22.00 FOOT RADIUS;

COURSE 20) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 58°22'10" FOR AN ARC DISTANCE OF 22.00 FEET;

COURSE 21) THENCE N 72°52'32" W, A DISTANCE OF 137.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 235.00 FOOT RADIUS;

COURSE 22) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 18°07'15" FOR AN ARC DISTANCE OF 74.32 FEET;

COURSE 23) THENCE S 89°00'13" W, A DISTANCE OF 204.13 FEET;

COURSE 24) THENCE N 86°26'53" W, A DISTANCE OF 136.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 238.00 FOOT RADIUS;

COURSE 25) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 32°25'41" FOR AN ARC DISTANCE OF 134.70 FEET;

COURSE 26) THENCE S 61°07'25" W, A DISTANCE OF 11.75 FEET;

COURSE 27) THENCE S 85°13'28" W, A DISTANCE OF 21.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 440.00 FOOT RADIUS;

COURSE 28) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 08°02'51" FOR AN ARC DISTANCE OF 61.80 FEET;

**FIRE AND EMERGENCY SERVICES AGREEMENT
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COURSE 29) THENCE S 77°10'37" W, A DISTANCE OF 44.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 162.00 FOOT RADIUS;

COURSE 30) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 26°18'16" FOR AN ARC DISTANCE OF 74.37 FEET;

COURSE 31) THENCE N 76°31'07" W, A DISTANCE OF 71.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 338.00 FOOT RADIUS;

COURSE 32) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 20°22'59" FOR AN ARC DISTANCE OF 120.24 FEET;

COURSE 33) THENCE S 83°05'54" W, A DISTANCE OF 38.05 FEET;

COURSE 34) THENCE N 84°08'48" W, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 338.00 FOOT RADIUS;

COURSE 35) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 11°42'39" FOR AN ARC DISTANCE OF 69.08 FEET;

COURSE 36) THENCE S 84°08'33" W, A DISTANCE OF 16.12 FEET;

COURSE 37) THENCE N 84°55'29" W, A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 282.00 FOOT RADIUS;

COURSE 38) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 24°59'56" FOR AN ARC DISTANCE OF 123.04 FEET;

COURSE 39) THENCE S 70°04'35" W, A DISTANCE OF 31.53 FEET;

COURSE 40) THENCE N 67°18'47" W, A DISTANCE OF 8.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 218.00 FOOT RADIUS;

COURSE 41) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 25°24'43" FOR AN ARC DISTANCE OF 96.69 FEET;

COURSE 42) THENCE S 87°16'31" W, A DISTANCE OF 94.55 FEET;

COURSE 43) THENCE N 78°06'44" W, A DISTANCE OF 8.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 238.00 FOOT RADIUS;

COURSE 44) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 26°10'21" FOR AN ARC DISTANCE OF 108.72 FEET;

COURSE 45) THENCE S 75°42'55" W, A DISTANCE OF 74.95 FEET;

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COURSE 46) THENCE N 83°29'21" W, A DISTANCE OF 31.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A 238.00 FOOT RADIUS;

COURSE 47) THENCE ALONG SAID CURVE WESTERLY THROUGH A CENTRAL ANGLE OF 14°49'04" FOR AN ARC DISTANCE OF 61.55 FEET;

COURSE 48) THENCE S 81°41'35" W, A DISTANCE OF 6.85 FEET;

COURSE 49) THENCE N 33°55'53" W, A DISTANCE OF 71.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A 57.00 FOOT RADIUS;

COURSE 50) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 22°47'03" FOR AN ARC DISTANCE OF 22.67 FEET;

COURSE 51) THENCE N 11°08'50" W, A DISTANCE OF 254.82 FEET;

COURSE 52) THENCE N 42°41'49" W, A DISTANCE OF 46.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY WITH A 218.00 FOOT RADIUS;

COURSE 53) THENCE ALONG SAID CURVE NORTHERLY THROUGH A CENTRAL ANGLE OF 46°31'19" FOR AN ARC DISTANCE OF 177.01 FEET;

COURSE 54) THENCE N 03°49'30" W, A DISTANCE OF 172.35 FEET;

COURSE 55) THENCE N 53°32'10" E, A DISTANCE OF 870.66 FEET TO THE POINT OF BEGINNING.

COMMENCING AT HEREINBEFORE DESCRIBED POINT "C"; THENCE S 25°40'10" E A DISTANCE OF 230.26 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE N 86°35'09" E, A DISTANCE OF 941.31 FEET;

COURSE 2) THENCE S 38°34'15" E, A DISTANCE OF 2.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY WITH A 100.00 FOOT RADIUS;

COURSE 3) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 54°46'54" FOR AN ARC DISTANCE OF 95.61 FEET;

COURSE 4) THENCE N 86°38'51" W, A DISTANCE OF 699.89 FEET;

COURSE 5) THENCE S 03°10'47" W, A DISTANCE OF 331.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A 100.00 FOOT RADIUS;

COURSE 6) THENCE ALONG SAID CURVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 47°14'48" FOR AN ARC DISTANCE OF 82.46 FEET;

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COURSE 7) THENCE S 44°04'01" E, A DISTANCE OF 3.93 FEET;

COURSE 8) THENCE S 00°49'34" E, A DISTANCE OF 40.75 FEET;

COURSE 9) THENCE S 10°04'08" E, A DISTANCE OF 195.76 FEET;

COURSE 10) THENCE S 22°12'01" E, A DISTANCE OF 163.58 FEET;

COURSE 11) THENCE S 57°29'19" W, A DISTANCE OF 336.74 FEET;

COURSE 12) THENCE S 65°22'32" W, A DISTANCE OF 453.00 FEET;

COURSE 13) THENCE S 71°39'47" W, A DISTANCE OF 77.87 FEET;

COURSE 14) THENCE S 67°07'21" W, A DISTANCE OF 55.32 FEET;

COURSE 15) THENCE S 60°22'26" W, A DISTANCE OF 173.23 FEET;

COURSE 16) THENCE N 06°09'01" W, A DISTANCE OF 44.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 338.00 FOOT RADIUS;

COURSE 17) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 64°08'26" FOR AN ARC DISTANCE OF 378.38 FEET;

COURSE 18) THENCE N 70°17'28" W, A DISTANCE OF 116.86 FEET;

COURSE 19) THENCE N 46°42'14" W, A DISTANCE OF 333.87 FEET;

COURSE 20) THENCE N 28°29'51" W, A DISTANCE OF 151.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A 338.00 FOOT RADIUS;

COURSE 21) THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 22°16'28" FOR AN ARC DISTANCE OF 131.40 FEET;

COURSE 22) THENCE N 50°46'19" W, A DISTANCE OF 57.42 FEET;

COURSE 23) THENCE N 18°53'41" W, A DISTANCE OF 142.51 FEET;

COURSE 24) THENCE N 08°35'41" W, A DISTANCE OF 242.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP CONTAINS 278.2 ACRES, MORE OR LESS.

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

Exhibit “B”

Project Description

The following documents are hereby incorporated by reference as the project description for the Boulder Brush Facilities Project:

1. Project description provided in Chapter 1 of the Final Environmental Impact Report for the Boulder Brush Facilities Project;
2. Boulder Brush Facilities Plot Plans, as approved.

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**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

Exhibit “C”

Scope of Services

San Diego County Fire Authority (“Fire Authority”) provides fire suppression and emergency medical support services as the first responder provider for the Project area and stands by in a state of readiness to perform these duties when not engaged in active fire suppression or emergency services.

Fire Authority intends to use the funds provided under this Agreement to mitigate risks of wildfires by supporting Fire Authority capabilities and services to the Project and the southeast portion of CSA 135.

Fire Authority will engage in the control or extinguishment of a fire of any type and perform activities which are required for and directly related for and directly related to the control and extinguishment of fires.

Fire Authority has the right to review all building plans to ensure that the plans comply with all applicable fire codes and regulations. Fire Authority’s fire prevention inspectors may conduct periodic inspections of construction activities or facilities to ensure that business operations are conducted in a safe manner and are consistent with all applicable fire suppression rules and regulations.

DRAFT

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

Exhibit “D”

Applicant’s Approved Fire Protection Plan, accepted _____

TO BE PROVIDED BY APPLICANT

DRAFT

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

Exhibit "E"

Form of Assignment of Agreement for Provision of Fire and Emergency Response Assignment

ASSIGNMENT OF AGREEMENT

This assignment of agreement ("Assignment") is made effective as of _____, 20__, by and between _____ ("Assignor"), and _____ ("Assignee").

WHEREAS, Assignor is a party to the Fire and Emergency Services Agreement ("Agreement") entered into with the San Diego County Fire Authority on _____, 20__.

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to assume, Assignor's rights and obligations in and under the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest in and to Agreement.
2. Assignee hereby affirmatively and unconditionally accepts the assignment and assumes the obligations of Assignor with respect to the Agreement.
3. This Assignment is governed by California law, without regard to its conflicts of law provisions. This Assignment may be executed in any number of counterparts, each of which may be executed by any one of more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.
4. Each party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Assignment.
5. The terms and provisions of this Assignment shall be binding upon and insure to the benefit of the respective parties hereto, and their respective successors and assigns.
6. The Assignee's contact information is as follows:
Name:
Address:
Telephone number:
Facsimile number:
Email address:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY AND BOULDER BRUSH LLC**

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