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F I L E D

Clerk of the Superior Court

JUL 26 2004

By: PATRICIA F. LEGLER, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JAMES F. GLEASON and DAVID W. WOOD,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

SAN DIEGO CITY EMPLOYEES'
RETIREMENT SYSTEM, CITY OF SAN
DIEGO, FREDERICK PIERCE, IV, JOHN
TORRES, JOHN CASEY, DAVID CROW,
MARY VATTIMO, RON SAATHOFF,
TERRI WEBSTER, SHARON WILKINSON,
DICK VORTMANN, RAY GARNICA, and
DOES 1-100,

Defendants.

CASE NO: GIC 803779
(Consolidated with Case Nos.
GIC 810837 and GIC 811756)

~~PROPOSED~~
**JUDGMENT APPROVING
SETTLEMENT OF CLASS
ACTION**

AND RELATED CONSOLIDATED ACTIONS

Pursuant to rule 1859(e) of the California Rules of Court, hearings were held on May 7,
2004, May 26, 2004, and July 7, 2004, in Department 67 of the Superior Court of the State of
California for the County of San Diego, The Honorable Patricia A. Y. Cowett presiding.
Michael A. Conger appeared for the plaintiffs in the consolidated actions and for the plaintiff
class. Reg A. Vitek and Michael A. Leone of Seltzer Caplan McMahon Vitek appeared for
defendant San Diego City Employees' Retirement System ("SDCERS"). Timothy R. Pestotnik

1 and Russell A. Gold of Luce, Forward, Hamilton & Scripps, LLP, appeared for defendant City of
2 San Diego (“City”).

3 The court has conducted an inquiry into the fairness of the proposed settlement of the
4 consolidated action set forth in the Settlement Agreement and General Release (“Settlement
5 Agreement”), as required by rule 1859(g) of the California Rules of Court. The court has
6 considered factors relevant to fairness, including “[1] the strength of the plaintiffs’ case, [2] the
7 risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining
8 class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery
9 completed and the stage of the proceedings, [6] the experience and views of counsel, [7] the
10 presence of a governmental participant, and [8] the reaction of the class members to the proposed
11 settlement.” (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.)

12 Based upon the evidence and arguments presented and the documents in the court’s file,
13 and after due consideration of the factors relevant to fairness, the court finds:

14 1. Due notice of the approval hearings have been given to the members of the
15 plaintiff class pursuant to rule 1859(f) of the California Rules of Court.

16 2. The only “agreement, express or implied, that has been entered into with respect
17 to the payment of attorney fees or the submission of an application for the approval of attorney
18 fees” (Cal. Rules of Court, rule 1859(b)) is recited in Section II(3)(g) of the Settlement
19 Agreement:

20 “The Parties understand that Plaintiffs will, at their
21 election, file a motion to seek attorneys’ fees in the Actions. All
22 Parties reserve their rights with respect to such fee motion, and
23 agree that the Court will decide all issues related to attorneys’ fees
24 and costs not otherwise set forth herein. The Defendants agree that
25 the Plaintiffs’ counsel is entitled to recover attorneys’ fees and
26 costs in the Actions under Code of Civil Procedure section 1021.5
27 (hereinafter the “Entitlement”). If the amount of such fees and
28 costs cannot be determined by agreement, the amount will be
determined by the Court upon a duly noticed motion. In such
motion, the Defendants reserve the right to contest the amount of
the fees and costs that should be awarded to the Plaintiffs’ counsel,
and how the Court’s award of fees and costs should be apportioned
between the Defendants. Notwithstanding section 3.h below, all
Parties shall be permitted to conduct discovery in connection with
and related only to any fee and cost motion Plaintiffs file.
Defendants will and do dispute that Plaintiffs’ counsel is entitled to

1 any 'multiplier' of fees, though Plaintiffs' counsel will seek such
2 multiplier. All parties agree that Plaintiffs counsel are not entitled
3 to request or receive a 'multiplier' for any period after April 26,
4 2004."

5 3. All parties, including the plaintiff class, are represented by experienced and able
6 counsel.

7 4. Because the parties have substantially completed discovery, the plaintiffs and the
8 City have filed cross-motions for summary judgment and/or summary adjudication, and the
9 parties have substantially completed preparations for trial, all parties are in a position to have a
10 clear view of the strengths and weaknesses of their cases and to make an informed compromise
11 of disputed issues.

12 5. The terms of settlement were negotiated through a process of arm's-length
13 bargaining in which all parties participated, and the parties were assisted by an experienced
14 mediator, The Honorable Howard B. Wiener (Ret.).

15 6. The Settlement Agreement is not the product of fraud, or overreaching by, or
16 collusion between, negotiating parties.

17 7. All counsel to the parties have recommended and approved the terms of the
18 Settlement Agreement.

19 8. The Settlement Agreement has been approved by the San Diego City Council,
20 which is charged with protecting the interests of all citizens of the City, as well as the active
21 employees of City, and by the 13-member Board of Administration ("Board") of SDCERS, an
22 independent board of trustees who owe fiduciary duties to the retired, deferred, and active
23 members of SDCERS and their beneficiaries. (Cal. Const., art. XVI, § 17.) As required by its
24 terms, the Settlement Agreement has also been reviewed and approved by SDCERS' actuarial
25 firm, Gabriel, Roeder & Smith, by its special fiduciary counsel, Jan Webster, Esquire, Daniel N.
26 Riesenber, Esquire, and William Waller, Esquire, of Pillsbury Winthrop, and by its independent
27 litigation representative, Nell Hennessy, the President of Fiduciary Counselors Inc., a registered
28 investment advisor and benefits consulting firm in Washington, D.C., that acts as an independent
fiduciary for employee benefit plans.

1 9. The percentage of objectors is extremely low.

2 10. The court has reviewed and considered the Settlement Agreement and the
3 consideration set forth in the Settlement Agreement is fair in relation to the strength of the
4 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, and the
5 risk of maintaining class action status through trial.

6 Based upon these findings, and the evidence presented at the fairness hearings of May 7,
7 May 26, and July 7, 2004, the court concludes that the settlement, taken as a whole, is fair,
8 adequate, and reasonable to the plaintiff class and all named parties and should therefore be
9 approved.

10 IT IS ORDERED, ADJUDGED AND DECREED that the proposed settlement, as set
11 forth in the Settlement Agreement attached as Exhibit 1 to this judgment, is approved by the
12 court. Pursuant to Code of Civil Procedure section 664.6 and rule 1859(h) of the California
13 Rules of Court, the court shall retain jurisdiction over the parties in order to enforce the terms of
14 this judgment and the Settlement Agreement.

15
16 DATED: July 26, 2004

PATRICIA YIM COWETT

THE HONORABLE PATRICIA A. Y. COWETT
Judge of the Superior Court

17
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19 Approved as to Form and Content:

20
21 Dated: July 9, 2004

LAW OFFICES OF MICHAEL A. CONGER

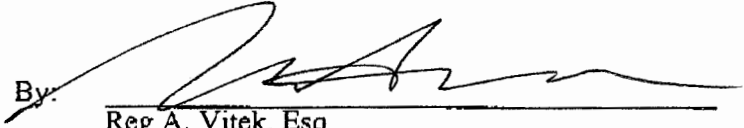
22
23 By: MDA
24 MICHAEL A. CONGER
Attorney for Plaintiffs

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Dated: July 9, 2004

SELTZER CAPLAN McMAHON VITEK

By: 

Reg A. Vitek, Esq.
Michael A. Leone, Esq.
Attorneys for Defendant SAN DIEGO CITY
EMPLOYEES' RETIREMENT SYSTEM

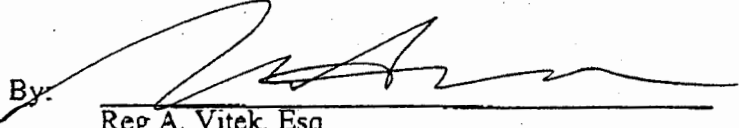
Dated: July _____, 2004

LUCE, FORWARD, HAMILTON & SCRIPPS, L.L.P.

By: _____
Timothy R. Pestotnik, Esq.
Attorneys for Defendant THE CITY OF
SAN DIEGO

1 Dated: July 9, 2004

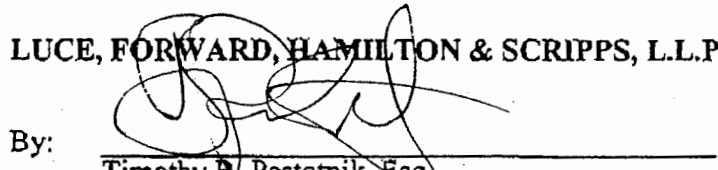
SELTZER CAPLAN McMAHON VITEK

2
3 By: 

Reg A. Vitek, Esq.
Michael A. Leone, Esq.
Attorneys for Defendant SAN DIEGO CITY
EMPLOYEES' RETIREMENT SYSTEM

6 Dated: July 19, 2004

LUCE, FORWARD, HAMILTON & SCRIPPS, L.L.P.

7
8 By: 

Timothy R. Pestotnik, Esq.
Attorneys for Defendant THE CITY OF
SAN DIEGO

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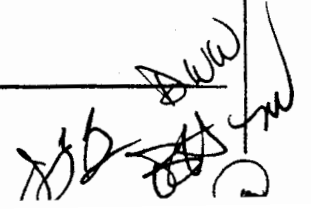


EXHIBIT #1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (the "Agreement") resolves and terminates the following lawsuits:

- (i) *Gleason v. San Diego City Employees' Retirement System, et. al.*, San Diego County Superior Court Case No. GIC 803779 ("*Gleason*"), a class action lawsuit;
- (ii) *Gleason v. San Diego City Employees' Retirement System*, San Diego County Superior Court Case No. GIC 810837 ("*Gleason II*"); and
- (iii) *Wiseman v. Board of Administration of the San Diego City Employees' Retirement System*, San Diego County Superior Court Case No. GIC 811756 ("*Wiseman*"). The *Gleason*, *Gleason II*, and *Wiseman* lawsuits will collectively be referred to herein as the "Actions."

The parties to this Agreement are:

1. James F. Gleason and David W. Wood, individually and on behalf of all persons who are no longer employed by the City of San Diego and are entitled to receive benefits from the San Diego City Employees' Retirement System. Collectively, the plaintiffs in the *Gleason* class action may be referred to as the "Class Plaintiffs."
2. James F. Gleason, individually.
3. Rosado Wiseman, individually.
4. The San Diego City Employees' Retirement System and the Board of Administration of the San Diego City Employees' Retirement System ("SDCERS").
5. The City of San Diego together with its employees, representatives, attorneys, agents, Council members, and elected and appointed officials (collectively, the "City".)
6. Pursuant to this Agreement, the "Settlement Class" shall be defined as: "All persons who, as of April 6, 2004, were no longer employed by the City and are entitled to receive benefits from SDCERS, and their spouses, children, heirs, successors and assigns."

JFB
DWW
RW
PA

Plaintiffs James F. Gleason, David W. Wood and Rosado Wiseman, individually, and the Settlement Class will collectively be referred to herein as the "Plaintiffs." The City and SDCERS are sometimes collectively referred to herein as the "Defendants."

The parties to this Settlement Agreement have stipulated to certify the Actions as a single class action for purposes of including all claims in the Actions in a single lawsuit, and the Court has approved the stipulation ("the Class Action").

I. RECITALS

1. The plaintiffs in *Gleason* filed a putative class action complaint on January 16, 2003. Plaintiffs sought *inter alia* a judicial declaration that the City violated Article IX, Section 143 of the San Diego City Charter, and former San Diego Municipal Code section 24.0801 (as section 24.0801 existed prior to November 18, 2002). Plaintiffs alleged that the City violated the City Charter and Municipal Code from fiscal year ending 1997 to the present by failing to contribute an annual amount to SDCERS as calculated by the SDCERS actuary. Instead, the City had been contributing to SDCERS an amount determined pursuant to two agreements between the City and SDCERS: "Managers Proposal I," effective fiscal year ending 1997, and "Managers Proposal II," which superceded Managers Proposal I and was entered into on November 18, 2002.

2. The City disputes plaintiffs' allegations. The City asserts that the City Charter requires the City to contribute to SDCERS an annual amount that is substantially equal to the amount contributed by employees for normal retirement allowances, which the City contends it has done. Further, the City contends that, because San Diego is a Charter City, the Municipal Code cannot be interpreted in a manner that conflicts with the Charter. Therefore, the City asserts that it has complied with both the City Charter and former San Diego Municipal Code Section 24.0801.

JFG
DWW
RWA

3. In *Gleason*, the plaintiffs also sought a judicial declaration that the SDCERS Board of Administration (the "SDCERS Board") breached its fiduciary duties by entering into Managers Proposal I and II, which permitted the City to fund SDCERS at rates below the actuarially calculated contribution rates. The SDCERS Board disputes these allegations.

4. In *Gleason*, the plaintiffs also sought a judicial declaration as to the proper remedies for the City's alleged violation of the City Charter and Municipal Code, and SDCERS' alleged breach of its fiduciary duties. The City and SDCERS dispute that plaintiffs were entitled to any relief whatsoever.

5. In *Gleason II*, plaintiff alleged that certain members of the SDCERS Board improperly voted to approve the November 18, 2002 contract between the City and SDCERS concerning the City's annual contribution rates (Managers Proposal II) because those Board members allegedly had a conflict of interest under the provisions of the California Political Reform Act and Government Code section 1090. The City is not a party to the *Gleason II* action. SDCERS filed an answer denying the allegations of the *Gleason II* complaint.

6. In *Wiseman*, plaintiff sought a judicial declaration that *ex officio* members of SDCERS Board, the City Manager and the City Auditor, have improperly delegated their duty to serve on the Board to senior members of their staffs. This action is asserted against the SDCERS Board. The City is not a party to this action. The SDCERS Board filed an answer denying the allegations of the *Wiseman* complaint. On or about September 23, 2003, *Gleason*, *Gleason II* and *Wiseman* were consolidated.

7. As a result of the parties' investigation and consideration of the facts underlying the Actions and the applicable law and its uncertainties as applied to the facts in the Actions, the parties believe it is in the best interests of all parties to fully and finally settle the Actions to avoid the uncertainty, expense, burden and inconvenience of further litigation, and the potential delay that would result from the appeal of any decisions rendered by the Court or jury in the Actions.

J. B. [unclear]
DWW
BA
[initials]

8. SDCERS has executed this Agreement based on review and approval by SDCERS' independent fiduciary counsel, SDCERS' actuary and the SDCERS Board. The City has executed this Agreement based upon review and approval by the City Council.

II. AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED, by and among Plaintiffs, the Settlement Class, and the Defendants that the Class Action is conditionally settled and compromised and a judgment in the form attached at Exhibit A hereto shall be entered in the Class Action, subject to the approval of the Court, on the following terms and conditions:

1. SUBJECT TO COURT APPROVAL.

a. The parties agree, solely for the purposes of the Settlement and not for any other purpose, that their counsel will jointly request that the Settlement Class (defined above) be conditionally certified pursuant to Code of Civil Procedure § 382 in the *Gleason* Action, that Plaintiffs James F. Gleason and David W. Wood shall be designated as Class Representatives, and Michael A. Conger shall be designated as Settlement Class Counsel.

b. The Parties agree that in the event the settlement contemplated by this Agreement (the "Settlement") is not finally approved by the Court, the Settlement Class will be automatically de-certified and the City and SDCERS will have the right to challenge any future request for class certification on all possible grounds. If the Settlement is not approved by the Court or otherwise not completed, this Agreement and any evidence of the Parties' participation in this Agreement shall be inadmissible for any purpose in any aspect of the Actions and also pursuant to the provisions of Evidence Code §§ 1152 and 1154.

c. Counsel for the Class Plaintiffs shall prepare and, after approval by all counsel, file a Stipulation for Conditional Certification of Settlement Class and Approval of Settlement. The Defendants' counsel shall cooperate and assist with the Stipulation as necessary and appropriate. All counsel shall use their best efforts to obtain court approval of the Settlement.

[Handwritten signatures and initials]
JFG
DWW
MA
[initials]

2. NON OPT OUT CLASS AND NOTICE OF SETTLEMENT.

a. Because the form of relief being provided by this settlement is in the nature of primary equitable relief for alleged actions that are generally applicable to the entire Settlement Class, the parties have agreed to settle in the manner of a "Federal Rule 23(b)(2)" settlement, which does not require that members of the Settlement Class receive notice of the class certification and the opportunity to opt out of the Settlement Class. This provision is an integral component of this Settlement.

b. After the Court tentatively approves this Settlement, SDCERS shall mail notice of the proposed Settlement to the Settlement Class, notifying members of the Settlement Class of their right to object to the settlement (the "Class Settlement Notice").

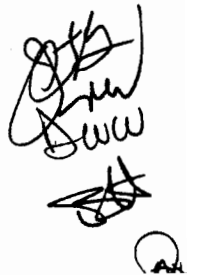
3. SETTLEMENT CONSIDERATION.

In consideration of the release set forth below in Section 4 and the other promises made herein, the Parties agree as follows:

a. The City's Annual Contributions For Fiscal Years 2006 through 2008, and Security for Performance of Charter Obligations

Under the provisions of Article IX, Section 143 of the City Charter of the City of San Diego (the "Charter"), the City is obligated to contribute for fiscal years 2006 through 2008 to SDCERS an amount derived from the rates calculated by the actuary for SDCERS in its annual valuation and approved by the SDCERS Board of Administration (the "Contribution Amount"). The City acknowledges its Charter obligation to pay the Contribution Amount for fiscal years 2006 through 2008. Such obligations are expressly limited to future fiscal years 2006 and beyond, and do not in any way create a Charter obligation to pay any amount greater than the City has already contributed to SDCERS for any fiscal year prior to 2006. Payment of the Contribution Amounts described below are in full satisfaction of the City's Charter obligations for each fiscal year.

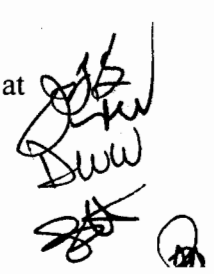
In addition to the terms set forth below, the City agrees to provide collateral to secure payment of the annual contribution obligation through Fiscal Year 2008.



Commencing with the June 30, 2004 Annual Actuarial Valuation, the amortization period for the Unfunded Actuarial Accrued Liability ("UAAL") will be reset to a new 29-year fixed amortization period. The City's Contribution Amount for Fiscal Years 2006, 2007 and 2008 only (the "Period"), will be based on the 29-year fixed amortization period reset as of the June 30, 2004 Annual Actuarial Valuation (i.e., the FY 06 Contribution Amount will be calculated based on year 29 of a 30 year fixed amortization period, the FY 07 Contribution Amount will be calculated based on year 28 of a 30 year fixed amortization period, and the FY 08 Contribution Amount will be calculated based on year 27 of a 30 year fixed amortization period). After Fiscal Year 2008, subject to any amendment to the Charter, the City will remain obligated pursuant to the Charter to contribute to SDCERS an amount derived from the rates calculated by the SDCERS actuary in its annual valuation and approved by the SDCERS Board of Administration, and SDCERS may utilize any amortization schedule it chooses, consistent with Article XVI, section 17, of the California Constitution and may implement any new, different, or modified actuarial assumptions, and /or funding methods, in consultation with its actuary, for purposes of establishing the City's annual employer contribution thereafter. The parties acknowledge that amortization schedules selected by SDCERS after Fiscal Year 2008 may be considerably shorter than 30 years, in which event there will be a substantial increase in the City's contribution amount. In calculating the contribution rates for the Period, the actuary will use the assumptions and PUC funding method included in the experience evaluation adopted by the SDCERS Board at its February 2003 meeting.

For the purposes of this Agreement only, the Contribution Amount shall be exclusive of the payments of employee contributions paid by the City, if any, employer contributions to DROP, and any other additional contributions paid by the City on behalf of its employees.

It is the parties' intent to herewith provide for certain collateral to secure performance of the City's Contribution Amount through SDCERS' Fiscal Year 2008. The collateral will consist of real property owned by the City unencumbered (except by leases, easements or deed restrictions) and having fair market value (using the methods described in this paragraph) of at



least \$125,000,000.00 for each of SDCERS' Fiscal Years 2006, 2007 and 2008, to secure performance of the City's Charter obligation to pay the Contribution Amount for these fiscal years, for a total collateral amount of at least \$375,000,000.00. The City shall select the collateral that will be used to secure payment of the Contribution Amount. The value of the collateral will be based on the property's Highest and Best Private Use determined by Limited Appraisal and Restricted Use Reports (the "Reports") in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP"), which Reports the City has provided to SDCERS. The City heretofore has provided SDCERS with legal descriptions, assessor's plat maps, current preliminary title reports, and a Limited Use Appraisal and Restricted Use Report for the parcels comprising the collateral. The parties hereto have accepted each of the City's parcels described in Exhibit B hereto as the collateral described above.

The Reports (described below) contain the Limited Use Appraised value of certain City properties and, thus the parties recognize that others may seek to obtain or use the Reports for entrepreneurial purposes not in the best interests of the City or its taxpayers. It is expressly agreed that the Reports only state certain values for the purpose of this settlement, and for no other reason whatsoever. The Reports and all drafts of such Reports shall remain strictly confidential. Subject to the exceptions noted below in this paragraph for SDCERS, no party or their agents, employees, attorneys or appraisers shall release or disclose the Reports or the content of the Report unless compelled to do so by lawful subpoena or court order. The Reports are comprised of two documents: (i) a Report concerning collateral for Fiscal Year 2006 and 2008 ("Report A"); and (ii) a Report concerning collateral for Fiscal Year 2007 ("Report B"). SDCERS may release (i) Report A to other third parties only when reasonably necessary to respond to inquiries or assertions concerning the value of the collateral for Fiscal Years 2006 and/or 2008; and (ii) Report B only in response to lawful subpoena or court order.

[Handwritten signatures and initials]
DWW
~~ret~~ R

(1) Fiscal Year 2006 Payment

To secure payment on or before July 1, 2005 of the Contribution Amount for Fiscal Year 2006, the City will execute, acknowledge, record and deliver to SDCERS, within 20 days of the Court's entry of a judgment approving the Agreement, a Deed of Trust in form and content as set forth on Exhibit D attached hereto and incorporated herein by reference (there being no Exhibit C). Within 20 calendar days after payment of the contribution amount for Fiscal Year 2006, SDCERS will execute and deliver to the trustee under the Exhibit D Deed of Trust a request for full reconveyance thereof.

(2) Fiscal Year 2007 Payment

To secure payment on or before July 3, 2006 of the Contribution Amount for Fiscal Year 2007, City will execute, acknowledge, record and deliver to SDCERS, within 20 days of the Court's entry of a judgment approving the Agreement, a Deed of Trust in form and content as set forth on Exhibit E attached hereto and incorporated herein by reference. Within 20 calendar days after payment of the contribution amount for Fiscal Year 2007, SDCERS will execute and deliver to the trustee under the Exhibit E Deed of Trust a request for full reconveyance thereof.

(3) Fiscal Year 2008 Payment

To secure payment on or before July 2, 2007 of the Contribution Amount for Fiscal Year 2008, the City will execute, acknowledge, record and deliver to SDCERS, within 20 days of the Court's entry of a judgment approving the Agreement, a Deed of Trust in form and content as set forth on Exhibit F attached hereto and incorporated herein by reference. Within 20 calendar days after payment of the contribution amount for Fiscal Year 2008, SDCERS will execute and deliver to the trustee under the Exhibit F Deed of Trust a request for full reconveyance thereof.



(4) Substitution of Collateral

(A) Conditional right to substitute collateral

So long as City is not in default under any of its obligations to pay the Contribution Amounts specified above, or otherwise under the provisions of any of the four Deeds of Trust given to secure performance of those obligations, the City may, subject to the provisions and conditions set forth below, elect to substitute collateral held by SDCERS as security for payment of any Fiscal Year's Contribution Amount.

(B) Substitution procedure

If, at any time prior to July 1, 2007, City desires to make such a substitution of collateral, City shall deliver to SDCERS' Retirement Administrator a Deed of Trust ("Replacement Deed of Trust") which is identical in form and content to that of the Deed of Trust encumbering the collateral to be replaced ("Replaced Deed of Trust"), except that the Replacement Deed of Trust shall be dated currently and shall describe real property including or consisting of real property ("Replacement Collateral") different than that described in the Replaced Deed of Trust ("Replaced Collateral"). Any request for substitution of collateral as described in this paragraph shall be published in SDCERS' regular monthly meeting agenda and all information pertaining to the substitution request shall be publicly announced by SDCERS at the next meeting as an agenda item.

(C) Requests for reconveyance of Replaced Deed of Trust

SDCERS shall not unreasonably decline to request a full reconveyance of the Replaced Deed of trust, it being understood that a refusal to request a full reconveyance will be deemed reasonable only if the Replacement Collateral is encumbered (by other than leases, easements or deed restrictions) or has a fair market value of less than that of the Replaced Collateral, or both. The determination as to whether the Replacement Collateral is encumbered (by other than leases, easements or deed restrictions) or has a fair market value less than that of the Replaced Collateral shall be made, on behalf of SDCERS, by its Retirement Administrator utilizing values current as of the date on which the Replacement Deed of Trust is delivered. In the event SDCERS'



Retirement Administrator determines that the Replacement Collateral both is unencumbered (by other than leases, easements or deed restrictions) and has a fair market value equal to or greater than that of the Replaced Collateral, SDCERS shall request a full reconveyance of the Replaced Deed of Trust immediately upon recordation and delivery to SDCERS of the Replacement Deed of Trust

(D) Resolution of disputes pertaining to reconveyance of Replaced Deed of Trust

In the event City disagrees with any determination by SDCERS' Retirement Administrator that the Replacement Collateral is either encumbered (by other than leases, easements or deed restrictions) or has a fair market value less than that of the Replaced Collateral, the matter will be submitted to a retired San Diego Superior Court Judge jointly selected by the parties for binding arbitration to be conducted pursuant to the provisions of Part III, Title 9 of the California Code of Civil Procedure, with each party bearing its own attorneys' fees and costs. In the event the arbitrator determines that the Replacement Collateral both is unencumbered (by other than leases, easements or deed restrictions) and has a fair market value equal to or greater than that of the Replaced Collateral, SDCERS shall request a full reconveyance of the Replaced Deed of Trust immediately upon recordation and delivery to SDCERS of the Replacement Deed of Trust. In the event the arbitrator determines either that the Replacement Collateral is encumbered (by other than leases, easements or deed restrictions) or that it has a fair market value less than that of the Replaced Collateral, SDCERS shall not be required to request a full reconveyance of the Replaced Deed of Trust.

(5) Foreclosure on Collateral

The Deeds of Trust , and the obligations they secure, are not cross-collateralized; accordingly, SDCERS may foreclose under a Deed of Trust only in the event the City fails to timely pay the full Contribution Amount for the particular fiscal year mentioned in the Deed of Trust , and only to the extent of the failed payment(s) due and owing at that time.



SDCERS acknowledges it has no right to receive rents or profits generated by the real property comprising the collateral absent default in the payment secured by any deed of trust containing an assignment of rents and profits.

b. Termination of Prior Contribution Agreements.

Upon final approval of this Agreement by the Court, the contribution agreements between the City and SDCERS known as Manager's Proposal I and Manager's Proposal II shall terminate, and be of no further force or effect.

c. Repeal of Portions of San Diego Municipal Code Section 24.0801

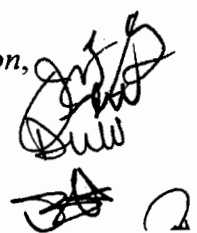
Within 120 days of the Court's entry of a final order approving the Agreement, the City shall repeal those portions of San Diego Municipal Code Section 24.0801 enacted November 18, 2002 which specify that rates the City pays are as agreed to in the governing Memorandum of Understanding between the City and SDCERS. The City may enact other lawful enabling ordinances as appropriate so long as such ordinances are not inconsistent with this Agreement or the Charter.

d. SDCERS' Legal Opinion.

Prior to execution of this Agreement, SDCERS will (a) have obtained an opinion from a lawyer that the security instruments and collateral securing the City's Contribution Amount described above comply with all applicable laws, including Article VII, Section 99 of the Charter; and (ii) that the security will be a valid and enforceable security obligation and duly perfected security interest, or (b) will have certified that SDCERS is unable to obtain an opinion on those subjects. The City shall pay the actual cost of obtaining the opinion (up to \$100,000.00 and no more, billed separately from any other opinions). However SDCERS' inability to obtain an opinion on the subjects shall not be a condition in any respect to this Settlement Agreement.

e. Stipulated Non Opt Out Settlement Class.

All parties stipulate to class certification of a "non opt out" class for purposes of settlement only. The settlement embodied herein applies to all members of the class in *Gleason*,



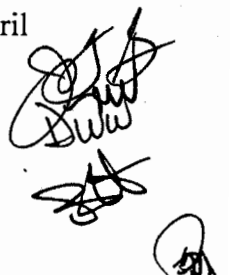
and will result in a stipulated judgment in *Gleason*, *Gleason II*, and *Wiseman*, and complete releases with prejudice by all class members and plaintiffs in favor of the City and SDCERS. If the Agreement is not approved by the City, SDCERS, and the Court, this Agreement and stipulation are void and the parties resume status quo prior to entering into the stipulation. Upon the Court's final approval of this Agreement, a stipulated judgment releasing all Defendants with prejudice in accordance with this Agreement shall be entered, which will include other and additional terms necessary or reasonable to complete the settlement described herein.

f. City's Right To Control Financing

The City shall have the absolute right to finance or pay for its contributions to SDCERS in any lawful manner, including but not limited to the issuance of pension obligation bonds.

g. Attorneys' Fees

The Parties understand that Plaintiffs will, at their election, file a motion to seek attorneys' fees in the Actions. All Parties reserve their rights with respect to such fee motion, and agree that the Court will decide all issues related to attorneys' fees and costs not otherwise set forth herein. The Defendants agree that the Plaintiffs' counsel is entitled to recover attorneys' fees and costs in the Actions under Code of Civil Procedure section 1021.5 (hereinafter the "Entitlement"). If the amount of such fees and costs cannot be determined by agreement, the amount will be determined by the Court upon a duly noticed motion. In such motion, the Defendants reserve the right to contest the amount of the fees and costs that should be awarded to the Plaintiffs' counsel, and how the Court's award of fees and costs should be apportioned between the Defendants. Notwithstanding section 3.h below, all Parties shall be permitted to conduct discovery in connection with and related only to any fee and cost motion Plaintiffs file. Defendants will and do dispute that Plaintiffs' counsel is entitled to any "multiplier" of fees, though Plaintiffs' counsel will seek such multiplier. All parties agree that Plaintiffs counsel are not entitled to request or receive a "multiplier" for any period after April 26, 2004.



h. Discovery and Hearings.

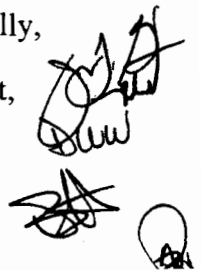
No further discovery will be taken in the Actions, and no previously taken discovery in the Actions will be released to the media by the parties or counsel, except as required by law. All pending motions and hearings, except those motions and hearings required to effectuate the purpose of this Agreement, shall be vacated.

4. MUTUAL RELEASES

Effective upon Court approval of this Agreement and the settlement, and in full, complete, and final compromise and settlement of any and all claims, Plaintiffs, individually and on behalf of the Settlement Class, and each member of the Settlement Class, together with their children, heirs, successors in interest, and assigns hereby release, discharge and dismiss with prejudice the City and SDCERS and/or their respective successors in interest, assigns, employees, agents, trustees, administrators and representatives, including, without limitation, former *Gleason* individual defendants Frederick Pierce IV, John Torres, John Casey, David Crow, Mary Vattimo, Ron Saathoff, Terri Webster, Cathy Lexin, Sharon Wilkinson, Richard (aka "Dick") Vortmann, and Ray Garnica, from any and all claims, actual or potential, that arise from the facts alleged in the complaints in the Actions, any existing or potential claims relating to the City's past annual contributions to SDCERS, or to actions by SDCERS or the City concerning the purchase of service credits by members of SDCERS (hereinafter the "Claims"). However, nothing in this release shall affect or release any claims the Plaintiffs, the Settlement Class, or SDCERS may have against Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP, Robert Blum, or Constance Hiatt, which claims are hereby expressly reserved. The City and SDCERS also release any and all claims against James Gleason, David Wood, and or Rosado Wiseman, actual or potential, that arise from the facts alleged in the complaints in the Actions.

5. WAIVERS OF CALIFORNIA CIVIL CODE SECTION 1542.

It is a condition of the consideration hereof, and is the intention of Plaintiffs individually, and on behalf of the Settlement Class on whose behalf Plaintiffs are executing this Agreement,

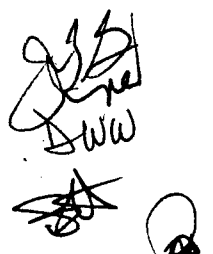


that this Agreement shall be effective as a complete release and settlement of all claims, actions, causes of action, or potential claims, actions or causes of action, whether known or unknown, relating to the facts alleged in the Actions, or the Claims, which Plaintiffs and the Settlement Class now have or have had in the past, or might have in the future against the City and SDCERS and/or their respective successors in interest, assigns, employees, agents, trustees, administrators and representatives, including, without limitation, former *Gleason* individual defendants Frederick Pierce IV, John Torres, John Casey, David Crow, Mary Vattimo, Ron Saathoff, Terri Webster, Cathy Lexin, Sharon Wilkinson, Richard (aka "Dick") Vortmann, and Ray Garnica. In furtherance of this intention, which may be asserted by and between the parties hereto and/or their successors, heirs and/or assigns, the Plaintiffs, on behalf of themselves and the Settlement Class, expressly, knowingly and voluntarily waive any and all rights and /or benefits conferred upon Plaintiffs and the Settlement Class by Section 1542 of the California Civil Code.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR.

Plaintiffs acknowledge that their legal counsel has advised them of and that they are familiar with the provisions of Section 1542 of the California Civil Code, and that, being aware of that Section, Plaintiffs expressly waive any and all rights and benefits conferred by that Section on behalf of themselves individually, and on behalf of the Settlement Class. However, nothing in this release shall affect or release any claims the Plaintiffs, the Settlement Class, or SDCERS may have against Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP, Robert Blum, or Constance Hiatt, which such claims are hereby expressly reserved.



6. **ORDER APPROVING SETTLEMENT AGREEMENT.**

The Parties agree that this Agreement is contingent upon the Court's entry of a judgment approving the Agreement, which shall be referred to herein as the "Judgment" in the form of Exhibit A attached hereto. If the Court conditions its approval of the Settlement Agreement on any new or different terms or does not certify a non-opt out class, the parties shall and do each have the right to reject such terms. In such case, this Agreement shall terminate and (1) any evidence of the Parties participation in this Agreement shall not be admissible for any purpose in any aspect of the Actions, and (2) the certification of this Settlement Class shall be deemed void, and the Settlement Class deemed de-certified.

7. **CONTINUING JURISDICTION.**

The Court shall have continuing jurisdiction to supervise and effectuate the implementation of the Agreement and/or to resolve any disputes between the parties with respect to the interpretation of the Agreement. However, the Court's continuing jurisdiction pursuant to this provision shall not affect the date for entry of the Judgment, nor the date by which an appeal must be filed from the Judgment or any other order, ruling, or decision in the Actions.

8. **AGREEMENT IS NOT AN ADMISSION.**

This Agreement, its constituent provisions, and any and all drafts, communication and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession by any party, including the City or SDCERS, and shall not be offered or received in evidence or requested in discovery in these Actions or any other action or proceeding as evidence of such and admission or concession. Instead, the purpose of this Agreement is to accomplish the compromise and settlement of disputed and contested claims. Nothing in this Agreement shall be construed as an admission by any party to this Agreement of any liability of any kind to any other party to this Agreement. Each party to this Agreement denies the allegations of each other party as set forth in the Actions and further denies that such party is liable to the remaining parties in any respect whatsoever for the harm or damages that may have



been sustained by any other party relating to the Actions, or the circumstances set forth in the Recitals section above.

9. SETTLEMENT NOT APPROVED.

This Agreement shall be withdrawn and terminated and shall be deemed null and void if (a) the Court does not approve the Settlement, or (b) no judgment approving the Agreement becomes final. Once the Judgment is entered it shall be fully in force and enforceable unless it is stayed by a court having jurisdiction of the matter, notwithstanding Code of Civil Procedure section 916. The parties acknowledge that other than by applying for a discretionary stay, a stay of the Judgment could not be obtained except by complying with Code of Civil Procedure sections 917.1, 917.3, 917.4, and 917.6; the parties waive all their rights to seek a stay or to assert that any parties are exempt from those sections. If the settlement provided for herein is not approved by the Court in complete accord with the terms of this Agreement and does not become a Final Order following such approval, no class will be certified pursuant to this Agreement or, if previously certified, such certification will be deemed to have been only for purposes of this particular Agreement and void for all other purposes and the Court shall de-certify the Class which would have been certified pursuant to this Agreement. Even if no Court order de-certifying the class has been entered, the Settlement Class will be deemed to have been de-certified. In such event, the City and SDCERS will not be deemed to have consented to certification of any class, and will retain all rights to conduct discovery related to any class certification, object to or oppose any motion for class certification, and to take all necessary actions including but not limited to certification of one identical to the Settlement Class.

10. PARTIES' RIGHTS TO SET ASIDE SETTLEMENT.

It is agreed that any of the Parties have the right to set aside or rescind this Agreement if modifications to this Agreement are required by the Court or by any appellate court, which are determined by that Party in its sole and absolute discretion to be unacceptable and material.



11. ENTIRE AGREEMENT; AMENDMENT.

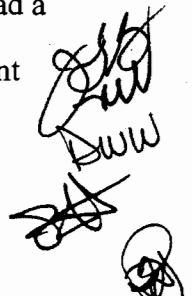
The City has made certain representations to SDCERS, on which SDCERS has relied in executing this Agreement, concerning the terms of, and revenues to be generated under, various leases, parking and occupancy agreements affecting or encumbering the collateral securing payment of the City's Contribution Amounts. Except with respect to those representations, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, representations and negotiations, oral or otherwise, among or between any of the Parties or their counsel relating to the subject matter of this Agreement, including but not limited to that certain Term Sheet of February 19, 2004. This Agreement cannot be changed or modified except by a writing signed by all Parties.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and will be binding when it has been executed by the last party to execute the Agreement. A copy or facsimile signature shall be deemed to have the same force and effect as an original signature.

13. VOLUNTARY AGREEMENT.

The signatories to this Agreement warrant and represent that they each are effecting this Settlement and executing this Agreement after having received full legal advice as to their respective rights from their attorneys. SDCERS has had a full and fair opportunity to discuss, and has discussed, the effect and terms of this Agreement with its chosen counsel, Seltzer, Caplan, McMahon Vitek, with their independent litigation representative, Nell Hennessy, and with their separate fiduciary counsel, Pillsbury Winthrop, LLP. The City has had a full and fair opportunity to discuss, and has discussed, the effect and terms of this Agreement with its chosen counsel, Luce, Forward, Hamilton & Scripps LLP. The Plaintiffs and Plaintiff Class have had a full and fair opportunity to discuss, and have discussed, the effect and terms of this Agreement



with their chosen counsel, Michael A. Conger. The Parties hereto further represent and declare that they have carefully read this Agreement and know its contents, and that they are executing this Agreement freely and voluntarily and for no other reason than the consideration set forth herein.

14. CONSTRUCTION OF AGREEMENT.

This Agreement is the product of negotiation and preparation by and among each party and its respective attorneys. Therefore, the Parties acknowledge that this Agreement shall not be deemed prepared or drafted by one party or another and should be construed accordingly.

15. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement (other than, and excepting, the provisions of Section 3 relating to Settlement Consideration) shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision unless the effect of the determination that the provision is invalid, illegal, or unenforceable, has the effect of depriving any of the parties to this Agreement of material benefits under the Agreement. In that event, unless the Parties are able to reach a mutual agreement to revise the Agreement satisfactorily to all parties within 30 (thirty) days of notice of the declaration of invalidity, illegality or unenforceability, of any provision(s), then the entire Agreement shall be deemed invalid, unenforceable, and automatically rescinded.

16. CONTROLLING LAW.

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

17. WAIVER AND AGREEMENT.

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or other provision of this Agreement.

Handwritten signatures and initials in the bottom right corner, including a large signature that appears to be 'J. Conger' and other initials like 'DWW' and 'SA'.

18. CAPTIONS.

Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

19. MUTUAL INTERPRETATION.

The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. The Agreement shall be mutually interpreted and not construed in favor or against any of the Parties. It is the intent of all Parties that this Settlement have full res judicata and collateral estoppel effect with respect to all allegations asserted in the Actions.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement:

JAMES F. GLEASON, individually and on behalf of the Settlement Class

DAVID W. WOOD, individually and on behalf of the Settlement Class

ROSADO WISEMAN

THE CITY OF SAN DIEGO, pursuant to an affirmative majority vote of the City Council of the City of San Diego made _____, 2004:

By: _____

Its: _____



JUL 07 04 12:19p

David W. Wood

6192290694

07/07/2004 13:10 FAX 8587591908

Law Off. Michael Conger

001

P. 1

18. CAPTIONS.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement:

James F. Gleason
JAMES F. GLEASON, individually and on behalf of the Settlement Class

7/7/04

David W. Wood
DAVID W. WOOD, individually and on behalf of the Settlement Class

July 7, 2004

Rosado Wiseman
ROSADO WISEMAN

July 7, 2004

THE CITY OF SAN DIEGO, pursuant to an affirmative majority vote of the City Council of the City of San Diego made _____, 2004:

By: _____

Its: _____

DWW
[Signature]

18. CAPTIONS.

~~Paragraph titles or captions contained in this Agreement are inserted as a matter of~~
convenience and for reference only, and in no way define, limit, extend or describe the scope of
this Agreement or any provision thereof.

19. MUTUAL INTERPRETATION.

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basis between parties of equal bargaining power. The Agreement shall be mutually interpreted
and not construed in favor or against any of the Parties. It is the intent of all Parties that this
Settlement have full res judicata and collateral estoppel effect with respect to all allegations
asserted in the Actions.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement:

JAMES F. GLEASON, individually and on
behalf of the Settlement Class

DAVID W. WOOD, individually and on behalf
of the Settlement Class

ROSADO WISEMAN

THE CITY OF SAN DIEGO, pursuant to
an affirmative majority vote of the City
Council of the City of San Diego made
July 13, 2004:

By: James F. Gleason

Its: City of San Diego

Handwritten signatures and initials in the bottom right corner, including what appears to be 'AWW' and other illegible marks.

THE SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM, pursuant to an affirmative majority vote of its Board of Administration on _____, 2004

By: _____

Its: _____


THE BOARD OF ADMINISTRATION FOR THE CITY OF SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM, pursuant to its affirmative majority vote on _____, 2004

By: _____

Its: _____

APPROVED AS TO FORM:

LAW OFFICES OF MICHAEL A. CONGER



Michael A. Conger
Settlement Class Counsel, and Attorney for Plaintiffs James F. Gleason and David Wood, individually and on behalf of the Settlement Class, and Rosado Wiseman

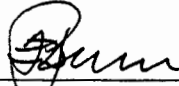
SELTZER CAPLAN McMAHON VITEK

By: _____

Reg A. Vitek
Michael Leone
Attorneys for The San Diego City Employees' Retirement System, and Board of Administration for The San Diego City Employees' Retirement System




THE SAN DIEGO CITY EMPLOYEES'
RETIREMENT SYSTEM, pursuant to an
affirmative majority vote of its Board of
Administration on JUNE 7 & 30, 2004

By:  7/12/04

Its: PRESIDENT

THE BOARD OF ADMINISTRATION FOR
THE CITY OF SAN DIEGO CITY
EMPLOYEES' RETIREMENT SYSTEM,
pursuant to its affirmative majority vote on
JUNE 7 & 30, 2004

By:  7/12/04

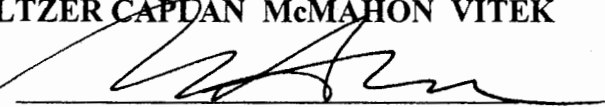
Its: PRESIDENT

APPROVED AS TO FORM:

LAW OFFICES OF MICHAEL A.
CONGER

Michael A. Conger,
Settlement Class Counsel, and Attorney for
Plaintiffs James F. Gleason and David Wood,
individually and on behalf of the Settlement
Class, and Rosado Wiseman

SELTZER CAPDAN McMAHON VITEK

By: 

Reg A. Vitek
Michael Leone
Attorneys for The San Diego City
Employees' Retirement System, and Board
of Administration for The San Diego City
Employees' Retirement System



**LUCE, FORWARD, HAMILTON &
SCRIPPS LLP**

By: 

Timothy R. Pestotnik
Russell Gold
Attorneys for The City of San Diego


Deww
~~SA~~

**LUCE, FORWARD, HAMILTON &
SCRIPPS LLP**

By: _____

Timothy R. Pestotnik
Russell Gold
Attorneys for The City of San Diego

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EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JAMES F. GLEASON and DAVID W. WOOD,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

SAN DIEGO CITY EMPLOYEES'
RETIREMENT SYSTEM, CITY OF SAN
DIEGO, FREDERICK PIERCE, IV, JOHN
TORRES, JOHN CASEY, DAVID CROW,
MARY VATTIMO, RON SAATHOFF,
TERRI WEBSTER, SHARON WILKINSON,
DICK VORTMANN, RAY GARNICA, and
DOES 1-100,

Defendants.

CASE NO: GIC 803779
(Consolidated with Case Nos.
GIC 810837 and GIC 811756)

[PROPOSED]
JUDGMENT APPROVING
SETTLEMENT OF CLASS
ACTION

AND RELATED CONSOLIDATED ACTIONS

Pursuant to rule 1859(e) of the California Rules of Court, hearings were held on May 7,
2004, May 26, 2004, and July 7, 2004, in Department 67 of the Superior Court of the State of
California for the County of San Diego, The Honorable Patricia A. Y. Cowett presiding.
Michael A. Conger appeared for the plaintiffs in the consolidated actions and for the plaintiff
class. Reg A. Vitek and Michael A. Leone of Seltzer Caplan McMahon Vitek appeared for
defendant San Diego City Employees' Retirement System ("SDCERS"). Timothy R. Pestotnik

1 and Russell A. Gold of Luce, Forward, Hamilton & Scripps, LLP, appeared for defendant City of
2 San Diego ("City").

3 The court has conducted an inquiry into the fairness of the proposed settlement of the
4 consolidated action set forth in the Settlement Agreement and General Release ("Settlement
5 Agreement"), as required by rule 1859(g) of the California Rules of Court. The court has
6 considered factors relevant to fairness, including "[1] the strength of the plaintiffs' case, [2] the
7 risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining
8 class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery
9 completed and the stage of the proceedings, [6] the experience and views of counsel, [7] the
10 presence of a governmental participant, and [8] the reaction of the class members to the proposed
11 settlement." (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.)

12 Based upon the evidence and arguments presented and the documents in the court's file,
13 and after due consideration of the factors relevant to fairness, the court finds:

14 1. Due notice of the approval hearings have been given to the members of the
15 plaintiff class pursuant to rule 1859(f) of the California Rules of Court.

16 2. The only "agreement, express or implied, that has been entered into with respect
17 to the payment of attorney fees or the submission of an application for the approval of attorney
18 fees" (Cal. Rules of Court, rule 1859(b)) is recited in Section II(3)(g) of the Settlement
19 Agreement:

"The Parties understand that Plaintiffs will, at their
election, file a motion to seek attorneys' fees in the Actions. All
Parties reserve their rights with respect to such fee motion, and
agree that the Court will decide all issues related to attorneys' fees
and costs not otherwise set forth herein. The Defendants agree that
the Plaintiffs' counsel is entitled to recover attorneys' fees and
costs in the Actions under Code of Civil Procedure section 1021.5
(hereinafter the "Entitlement"). If the amount of such fees and
costs cannot be determined by agreement, the amount will be
determined by the Court upon a duly noticed motion. In such
motion, the Defendants reserve the right to contest the amount of
the fees and costs that should be awarded to the Plaintiffs' counsel,
and how the Court's award of fees and costs should be apportioned
between the Defendants. Notwithstanding section 3.h below, all
Parties shall be permitted to conduct discovery in connection with
and related only to any fee and cost motion Plaintiffs file.
Defendants will and do dispute that Plaintiffs' counsel is entitled to

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any 'multiplier' of fees, though Plaintiffs' counsel will seek such multiplier. All parties agree that Plaintiffs counsel are not entitled to request or receive a 'multiplier' for any period after April 26, 2004."

3. All parties, including the plaintiff class, are represented by experienced and able counsel.

4. Because the parties have substantially completed discovery, the plaintiffs and the City have filed cross-motions for summary judgment and/or summary adjudication, and the parties have substantially completed preparations for trial, all parties are in a position to have a clear view of the strengths and weaknesses of their cases and to make an informed compromise of disputed issues.

5. The terms of settlement were negotiated through a process of arm's-length bargaining in which all parties participated, and the parties were assisted by an experienced mediator, The Honorable Howard B. Wiener (Ret.).

6. The Settlement Agreement is not the product of fraud, or overreaching by, or collusion between, negotiating parties.

7. All counsel to the parties have recommended and approved the terms of the Settlement Agreement.

8. The Settlement Agreement has been approved by the San Diego City Council, which is charged with protecting the interests of all citizens of the City, as well as the active employees of City, and by the 13-member Board of Administration ("Board") of SDCERS, an independent board of trustees who owe fiduciary duties to the retired, deferred, and active members of SDCERS and their beneficiaries. (Cal. Const., art. XVI, § 17.) As required by its terms, the Settlement Agreement has also been reviewed and approved by SDCERS' actuarial firm, Gabriel, Roeder & Smith, by its special fiduciary counsel, Jan Webster, Esquire, Daniel N. Riesenber, Esquire, and William Waller, Esquire, of Pillsbury Winthrop, and by its independent litigation representative, Nell Hennessy, the President of Fiduciary Counselors Inc., a registered investment advisor and benefits consulting firm in Washington, D.C., that acts as an independent fiduciary for employee benefit plans.

1 9. The percentage of objectors is extremely low.

2 10. The court has reviewed and considered the Settlement Agreement and the
3 consideration set forth in the Settlement Agreement is fair in relation to the strength of the
4 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, and the
5 risk of maintaining class action status through trial.

6 Based upon these findings, and the evidence presented at the fairness hearings of May 7,
7 May 26, and July 7, 2004, the court concludes that the settlement, taken as a whole, is fair,
8 adequate, and reasonable to the plaintiff class and all named parties and should therefore be
9 approved.

10 IT IS ORDERED, ADJUDGED AND DECREED that the proposed settlement, as set
11 forth in the Settlement Agreement attached as Exhibit 1 to this judgment, is approved by the
12 court. Pursuant to Code of Civil Procedure section 664.6 and rule 1859(h) of the California
13 Rules of Court, the court shall retain jurisdiction over the parties in order to enforce the terms of
14 this judgment and the Settlement Agreement.

15
16 DATED: July _____, 2004

THE HONORABLE PATRICIA A. Y. COWETT
Judge of the Superior Court

17
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19 Approved as to Form and Content:

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21 Dated: July 9, 2004

LAW OFFICES OF MICHAEL A. CONGER

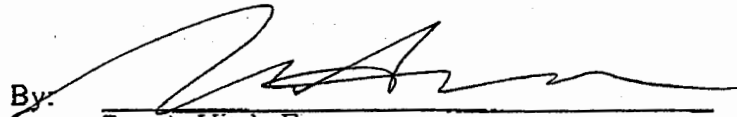
22
23 By: 
24 MICHAEL A. CONGER
Attorney for Plaintiffs

25 ///
26 ///
27 ///
28 ///




1 Dated: July 9, 2004

SELTZER CAPLAN McMAHON VITEK

2
3 By: 
4 Reg A. Vitek, Esq.
5 Michael A. Leone, Esq.
6 Attorneys for Defendant SAN DIEGO CITY
7 EMPLOYEES' RETIREMENT SYSTEM

6 Dated: July 9, 2004

7 **LUCE, FORWARD, HAMILTON & SCRIPPS, L.L.P.**
8 By: 
9 Timothy R. Pestotnik, Esq.
10 Attorneys for Defendant THE CITY OF
11 SAN DIEGO
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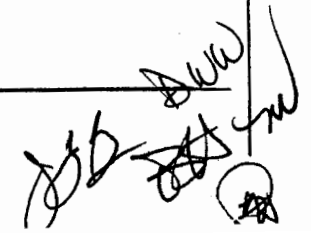


EXHIBIT B

Exhibit B

2006

Sports Arena Village
Water Operations Facility
World Trade Center
Sander Site (Hwy 52 & Convoy St.)
Clear Site 020-D (Camino Del Rio Parcel 6)
Camino del Rio North and I-805 (NEC) Site
Clear Site 19-A, Friars Road
Fairbanks Ranch Country Club
Del Cerro Site

2007

Qualcomm Parking Lot

2008

Sports Arena Parking Lot
Ridgehaven Office Building
Metro Operations Center
Charger Practice Field

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EXHIBIT "C"

OMITTED

Handwritten signature and initials

EXHIBIT D

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(LONG FORM)**

This **DEED OF TRUST**, made July 15, 2004, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2006, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(1) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) ("Settlement Agreement") and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or a portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor

Bruce Herring

Bruce Herring
Deputy City Manager

Dated: 7-19-04

STATE OF CALIFORNIA)
COUNTY OF San Diego) SS.

On July 19, 2004 before me,
personally appeared Bruce Herring

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

WITNESS my hand and official seal.

Signature Shelia Billiard



Handwritten initials and signature in the bottom right corner.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
WITH POWER OF SALE
FIRST AMERICAN
TITLE INSURANCE
COMPANY
TRUSTEE

1958116.4

EXHIBIT A
SPORTS ARENA VILLAGE

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

All that portion of Pueblo lots 242, 243, 259 and 311 of the Pueblo Lands of San Diego, in the city of San Diego, County of San Diego, State of California, according to map thereof made by James Pascoe in 1870; a copy of which map was filed in the office of the County Recorder of San Diego County, November 14, 1921, as miscellaneous Map No. 36, all being more particularly described as follows:

Commencing at the most northerly corner of Pueblo lot 276; thence south $53^{\circ} 17' 00''$ east along the northeasterly boundary line of Pueblo lot 276, a distance of 93.78 feet; thence leaving said boundary line of Pueblo lot 276, north $72^{\circ} 53' 15''$ east, a distance of 120.70 feet to a point in the arc of a 270.00 foot radius curve, concave southerly, a radial to said point bears north $13^{\circ} 11' 45''$ east; thence northwesterly and westerly through the arc of said curve, through a central angle of $20^{\circ} 28' 03''$, a distance of 96.45 feet; thence south $82^{\circ} 42' 42''$ west, a distance of 579.30 feet; thence south $75^{\circ} 31' 30''$ west, 237.21 feet to a point in a 300.00 foot radius curve, concave southerly, a radial to said point bears north $00^{\circ} 57' 45''$ east; thence westerly along the arc of said curve through a central angle $03^{\circ} 28' 04''$ an arc length of 18.16 feet to the true point of beginning; thence continuing along said curve through a central angle of $06^{\circ} 41' 21''$ an arc length of 35.02 feet to the beginning of a 4767.00 foot radius curve, concave southerly; thence southwesterly along the arc of said curve through a central angle of $05^{\circ} 14' 59''$ and arc length of 436.78 feet to the beginning of a 558.00 foot radius curve, concave southeasterly, a radial to said point bears north $14^{\circ} 26' 39''$ west; thence southwesterly along the arc of said curve through a central angle of $63^{\circ} 00' 02''$ an arc length of 613.56 feet; thence south $12^{\circ} 33' 19''$ west, a distance of 126.74 feet to a point in the northeasterly boundary line of Pueblo lot 243; thence continuing south $12^{\circ} 33' 19''$ west, a distance of 514.24 feet to the beginning of a 20.00 foot radius curve, concave northeasterly, a radial to said point bears north $77^{\circ} 26' 41''$ west; thence southeasterly along the arc of said curve through a central angle of $89^{\circ} 57' 05''$ an arc length of 31.40 feet; thence tangent to said curve $77^{\circ} 23' 46''$ east, 617.83 feet; thence north $12^{\circ} 35' 00''$ east, 968.25 feet; thence north $26^{\circ} 51' 31''$ east, 393.88 feet to the true point of beginning.

Assessor's Parcel Number: **por 441-590-04**



EXHIBIT A
WATER OPERATIONS FACILITY

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

Parcel 1 and 2 of Parcel Map No. 18025, in the City of San Diego, County of San Diego, State of California, as filed in the Office of the County Recorder of San Diego County on April 29, 1998.

EXCEPT that portion of said Parcel 2 lying Northerly Northeasterly and Easterly of the centerline of that portion thereof designated on said Parcel Map as "Irrevocable Offer to Dedicate Public Street Hereon."

Assessor's Parcel Number: **356-400-36**

J. W. [unclear]
D.W.
EA

EXHIBIT A
WORLD TRADE CENTER

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

Lots "A", "B", "C", "J", "K" and "L" in Block 9 of Horton's Addition, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by L.L. Lockling on file in the Office of the County Recorder of San Diego County.

Assessor's Parcel Number: **534-055-01,02,04**

JLS
SWW
rw

EXHIBIT A
SANDER SITE

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

All that portion of Lot 78 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof on File in the Office of the County Clerk of said County in an action entitled "Juan M. Luco, et al, vs. Commercial Bank of San Diego, et al", recorded as Map 330, described as follows:

Beginning at the Northeast boundary corner of Kearny Industrial Park Unit No. 5, according to Map thereof No. 6964, filed in the Office of the County Recorder of San Diego County; thence along the Northerly boundary line of said Map No. 6964 and the Northerly boundary line of Kearny Industrial Park Unit No. 2, according to Map thereof No. 6241, filed in the Office of the County Recorder of San Diego County, South 89°23'39" West, 967.88 feet to the Easterly right of way line of Convoy Street; thence along said Easterly right of way line, North 06°51'59" East, 414.08 feet to the Southerly right of way line of California State Highway Route 52 as shown on Miscellaneous Survey No. 988; thence along said Southerly right of way line, North 55°18'00" East, 60.58 feet; thence North 76°17'41" East, 417.43 feet; thence North 64°59'34" East, 98.66 feet; thence North 49°22'45" East, 101.26 feet; thence North 60°43'41" East, 198.37 feet; thence North 77°12'20" East, 295.66 feet; thence North 76°16'19" East, 1000.19 feet; thence North 77°05'40" East, 700.21 feet; thence leaving said Southerly right of way line, South 10°04'44" West, 1032.66 feet; thence South 48°11'03" West, 152.73 feet to the Northerly boundary line of Parcel Map No. 15207; thence along the Northerly boundary line of said Parcel Map No. 15207, the Northerly boundary line of Parcel Map No. 12740 and the Northerly boundary line of Parcel Map No. 1318, all filed in the Office of the County Recorder of San Diego County, North 79°55'58" West, 1552.49 feet to Northwest corner of said Parcel Map No. 1318; thence along the Westerly boundary line of said Parcel Map No. 1318, South 00°42'22" East, 350.96 feet to the Point of Beginning.

Said land is also depicted on record of Survey No. 13737, filed in the Office of the County Recorder of San Diego County, April 23, 1992 as File No. 1992-239459 of Official Records.

Assessor's Parcel Number: **356-011-07 356-031-13**



EXHIBIT A
CLEAR SITE 020-D (CAMINO DEL RIO PARCEL 6)

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

That portion of Lot 35 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof, made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al", under Superior Court Case No. 348, on file in the Office of the County Clerk of San Diego County, described as follows:

Commencing at the most Southerly corner of said Lot 35; thence along the Southeasterly line of said Lot, North $46^{\circ}56'10''$ East, 747.94 feet; thence leaving said Southeasterly line, South $54^{\circ}57'09''$ West, 186.19 feet to a point in the arc of a non-tangent 230.00 foot radius curve, concave Northeasterly, a radial line of said curve bears South $10^{\circ}45'42''$ West to said point, and being the True Point of Beginning; thence Northwesterly along the arc of said curve through a central angle of $68^{\circ}33'18''$ a distance of 275.20 feet; thence tangent to said curve North $32^{\circ}12'24''$ West, 168.35 feet to the beginning of a tangent 170.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of $82^{\circ}33'11''$ a distance of 244.94 feet to the beginning of a compound 20.00 foot radius curve; thence Westerly and Southwesterly along the arc of said curve through a central angle of $87^{\circ}14'29''$ a distance of 30.45 feet; thence tangent to said curve South $22^{\circ}00'00''$ East, 340.90 feet to the beginning of a tangent 970.00 foot radius curve, concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of $10^{\circ}12'24''$ a distance of 172.80 feet; thence South $32^{\circ}12'24''$ East, 46.77 feet to course (17) as described in Parcel 3 of Relinquishment to the City of San Diego, recorded February 6, 1962 as File No. 21580 of Official Records; thence North $54^{\circ}57'09''$ East, 392.40 feet to the True Point of Beginning.

Assessor's Parcel Number: **433-250-05**

JLB
DWW
rw
SA

EXHIBIT A
CAMINO DEL RIO NORTH AND I-805 (NEC SITE)

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

That portion of Lots 3, 4, 5 and 6 of the Plat of Lot 32 of Ex-Mission Rancho and a part of Pueblo Lot 1113 (Commonly known as Zachockelts Subdivision), in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 875, filed in the Office of the County Recorder of San Diego County, July 10, 1901, described as follows:

Commencing at the West corner of Lot No. 32 of the Ex-Mission Rancho, according to the Partition Map of same on file in the Office of the County Clerk in Case of Luco et al, vs. The Commercial Bank et al; thence North 45° East, 1678.34 feet; thence South 45° East, 700 feet; thence South 45° West, 1895.70 feet; thence North 27° 45' West, 732.27 feet to the Point or Place of Beginning.

EXCEPTING THEREFROM that portion lying Southerly and Westerly of the Northerly and Easterly boundaries respectively of land described in Deed to the State of California, recorded March 26, 1968 as File No. 49632, of Official Records.

ALSO EXCEPTING THEREFROM that portion lying within the land described in Deed to LPI/San Diego Associates, Ltd. recorded February 27, 1981 as File No. 81-060617, of Official Records.

ALSO EXCEPTING THEREFROM that portion which lies Northwesterly of the following described line:

Beginning at the Northeast corner of Parcel 2 of Parcel Map No. 12358, filed in the Office of the County Recorder of San Diego County, October 1, 1982; thence along the boundary of said Parcel 2 as follows: South 46° 23' 22" West, 26.96 feet; South 75° 57' 22" West, 14.19 feet; South 46° 23' 22" West, 391.87 feet to the beginning of a tangent 844 foot radius curve, concave Northerly; Southwesterly along the arc of said curve through a central angle of 16° 02' 39" a distance of 236.34 feet to a point of intersection with the Northerly line of that portion of Camino Del Rio North as vacated by Resolution 253649 of the City of San Diego, a certified copy of which was recorded May 4, 1981 as File No. 81-066344, of Official Records, being also a point on the arc of a 844.00 foot radius curve, concave Northerly, a radial line of which bears South 27° 33' 59" East; thence leaving the boundary of said Parcel Map No. 12358, Northwesterly and Westerly along the Northerly line of that portion of said Camino Del Rio North as vacated to public use as follows: Along the arc of said 844 foot radius curve through a central angle of 22° 01' 44" a distance of 324.50 feet; tangent to said curve South 84° 27' 45" West, 242.31 feet to the beginning of a tangent 756.00 foot radius curve, concave Southerly; Westerly along the arc of said curve through a central angle of 22° 41' 23" a distance of 299.38 feet and South 61°

Handwritten signature/initials

46' 22" West, 100.45 feet to a point of intersection with the land conveyed to the State of California by Deed recorded March 26, 1968 as File No. 49632, of Official Records.

Assessor's Parcel Number: **433-0230-36**

gob
Dim
AT

EXHIBIT A
CLEAR SITE 19-A, FRIARS ROAD (WEST PORTION)

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

All that portion of Lot 36 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof in Case No. 348, Superior Court of San Diego, entitled "Juan M. Luco, et al vs. the Commercial Bank of San Diego, et al", filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeast corner of said Land Lot 36; thence along the Northerly line of said Lot, North $89^{\circ}32'13''$ West 1100.00 feet to an angle point in the boundary of land described under Parcel 1 in Deed to the City of San Diego, recorded January 3, 1966 as File No. 121 of Official Records, being through True Point of Beginning; thence along the boundary of said land, South $00^{\circ}54'06''$ West (record South $00^{\circ}25'55''$ West) 461.71 feet to a point on the arc of a 472.00 foot radius curve, concave Northwesterly a radial line of which bears South $42^{\circ}44'48''$ East to said point being also hereinafter referred to as Point "A"; thence Southwesterly along the arc of said curve through a central angle of $37^{\circ}33'17''$, a distance of 309.37 feet; thence tangent to said curve, South $84^{\circ}48'29''$ West 168.21 feet; to a point hereinafter referred to as Point "B"; thence continuing South $84^{\circ}48'29''$ West a distance of 50.00 feet; thence South $87^{\circ}00'00''$ West a distance of 138.80 feet to the beginning of a tangent 1056.00 foot radius curve, concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of $24^{\circ}47'13''$ a distance of 456.84 feet; thence tangent to said curve, South $62^{\circ}12'47''$ West 133.28 feet to the Westerly line of said land described in deed to the City of San Diego; thence along said Westerly line North $05^{\circ}14'33''$ West to the Northerly line of said Lot 36; thence along said Northerly line South $89^{\circ}32'13''$ East to the True Point of Beginning.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northeast corner of Mission City Unit No. 3, according to Map thereof No. 11677 thence along the Easterly line and the Southerly prolongation thereof, said line being the Westerly boundary of land described in Deed to the City of San Diego, recorded January 13, 1966 as File No. 121 of Official Records, South $05^{\circ}14'57''$ East 807.07 feet to the Northerly line of Friars Road as described in Deed recorded March 3, 1967 as File No. 29313 of Official Records; thence along said Northerly line North $62^{\circ}12'50''$ East (Record North $62^{\circ}12'47''$ East) 133.30 feet to a tangent 1056.00 foot radius curve, concave Southerly; thence along said curve 91.56 feet through a central angle of $04^{\circ}58'04''$; thence leaving said Northerly line North $22^{\circ}49'07''$ West 16.00 feet; thence North $09^{\circ}56'22''$ East 120.04 feet to a tangent 85.00 foot radius curve, concave Southeasterly; thence along said curve 89.04 feet through a central angle of $60^{\circ}01'12''$; thence North $20^{\circ}02'26''$ West 122.92 feet; thence North $19^{\circ}11'07''$ East 25.17 feet; thence North $26^{\circ}04'36''$ West 405.15 feet to the Northerly line of



said Lot 36; thence along said Northerly line North 89°31'10" West 131.69 feet to the Point of Beginning.

Assessor's Parcel Number: **433-240-23**



EXHIBIT A
CLEAR SITE 19-A, FRIARS ROAD (EAST PORTION)

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

All that portion of Lot 36 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof in Case No. 348, Superior Court of San Diego County, Entitled "Juan M. Luco, et al vs. the Commercial Bank of San Diego, et al", filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeast corner of said Lot 36; thence along the northerly line of said lot, North 89° 32' 13" West 1100.00 feet to an angel point in the boundary of land described under Parcel 1 in Deed to the City of San Diego, Recorded January 3, 1966 as document no. 121 of Official Records, being the true point of beginning; thence along the boundary of said land, South 00° 54' 06" West (Record South 00° 25' 55" West) 604.71 feet to a point in the arc of a 1000 foot radius curve, concave Northwesterly in the Northerly line of that portion of Friars Road described in Quitclaim Deed to the county of San Diego, recorded March 3, 1967 as document no. 29314; thence along said Northerly line, Easterly along said curve 21.67 feet to the Easterly terminus of said curve, and North 71° 35' 31" East to the Northwesterly line of Friar's Road, according to map of Road Survey No. 289, filed in the Office of the County Recorder of San Diego County; thence Northeasterly along said Northwesterly line to the most Southerly corner of the land described in deed to Mills Development Company, recorded December 2, 1958 as document no. 201830 of Official records, being a point in the boundary of Mission Village Drive; thence along the Westerly boundary of said land as follows:

North 20° 50' 04" West 20.00 feet to the beginning of a 45.00 foot radius curve, concave Northwesterly, the radial line of said curve bearing South 20° 50' 04" East to said point; thence Northeasterly along said curve, 63.61 feet through an angle of 80° 59' 26"; thence tangent to said curve North 11° 49' 30" West 30.00 feet, thence continuing North 11° 49' 30" West 30.00 feet; thence continuing North 11° 49' 30" West 60.00 feet; thence continuing North 11° 49' 30" West 30.00 feet; thence continuing North 11° 49' 30" West 79.35 feet to a point of tangency with a 2029.45 foot radius curve, concave Easterly, thence Northerly along said 2029.45 foot radius curve, a distance of 199.88 feet to said Northerly line of said Lot 36; thence Westerly along said Northerly line to the True Point of Beginning.

Excepting from the above described property, all oil, gas, mineral and hydrocarbon rights and substances in and under the land, but beneath a plane 500 feet below the surface of the land, but without any right of surface entry.

Assessor's Parcel Number: 433-240-19 WOP



EXHIBIT A
FAIRBANKS RANCH C.C.

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

Lots 1 and 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 10730 of Fairbanks Country Club No. 1 filed in the Office of the County Recorder of San Diego County on September 29, 1983.

Assessor's Parcel Number: **302-261-01 and 02**

Handwritten signature and initials

EXHIBIT A
DEL CERRO SITE

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

Lot 396 of San Carlos Estates Unit No. 10, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5052 filed in the Office of the County Recorder of San Diego County on October 15, 1962.

Assessor Parcel No.: 673-040-01

JFB
DWW
EST

EXHIBIT E

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS (LONG FORM)

This **DEED OF TRUST**, made July 19, 2014, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2007, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(2) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) ("Settlement Agreement") and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale,

and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor

Bruce Herring
Bruce Herring
Deputy City Manager

Dated: 7-19-04

STATE OF CALIFORNIA)
COUNTY OF San Diego) SS.

On July 19, 2004 before me,
personally appeared Bruce A. Herring

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

WITNESS my hand and official seal.
Signature Shelia Billiard



Handwritten initials and scribbles in the bottom right corner.

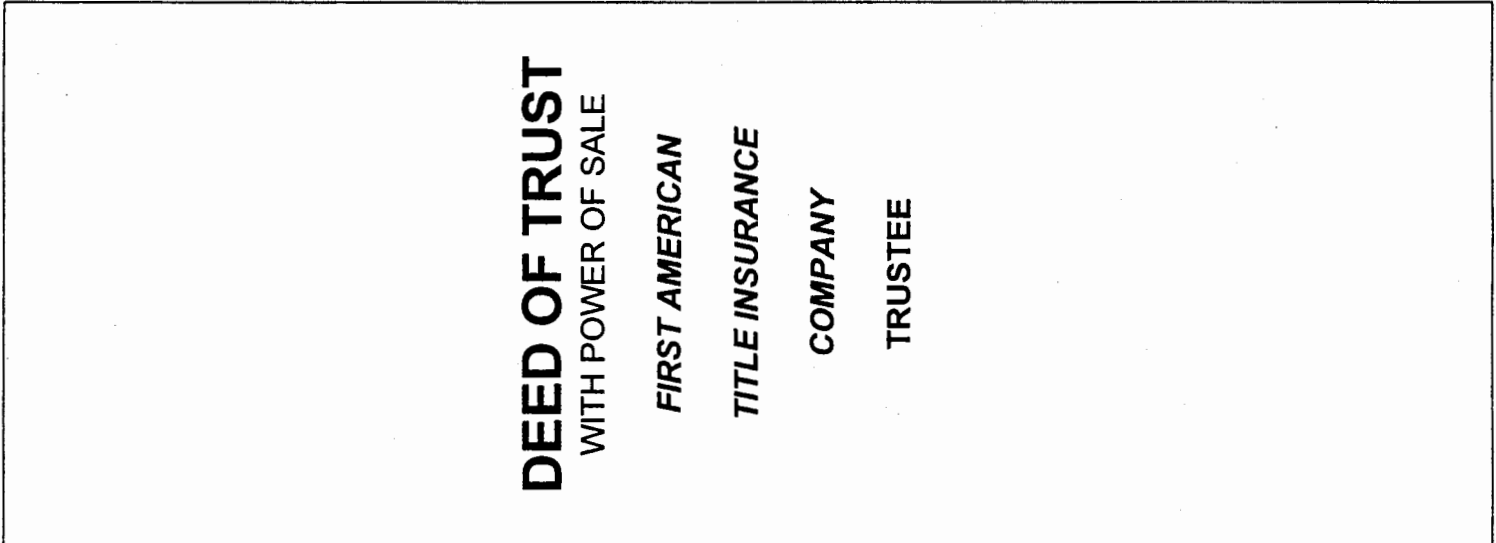
TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



1958742.4

[Handwritten signatures]

Exhibit "A"
Qualcomm

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

PARCEL 3:

That portion of Lots 42 and 43 of said Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof on file in Case No. 348 of Superior Court in San Diego County entitled Juan M. Luco, et al, vs. the Commercial Bank of San Diego, et al, described as follows:

Commencing at the most Northerly corner of Lot 15, said Rancho Mission; thence South 58°07'54" East 2,376.38 feet to the True Point of Beginning a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East to said point; thence Northwesterly along the arc of said curve, through a central angle of 09°46'17", an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet, to a point to which a radial of 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 18°07'37", an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence South 02°28'43" West 128.39 feet to a point to which a radial of a 2570.00 foot radius curve, concave Easterly, bears South 87°31'17" East; thence Southerly, along the arc of said curve through a central angle of 18°07'37" an arc length of 813.08 feet; thence South 15°38'54" East, 101.74 feet to a point to which a radial of a 4071.50 foot radius curve, concave Southwesterly bears North 74°21'06" East; thence Southeasterly along the arc of said curve, through a central angle of 09°00'17" an arc length of 639.89 feet; thence South 58°07'54" East 87.99 feet, returning to said True Point of Beginning.

EXCEPTING THAT portion lying within the land described in Deed to the State of California recorded January 20, 1981 as File No. 81-17470 of Official Records described as follows:

Commencing at the intersection of the Southerly line of Lot 35 of said Rancho Mission and the Westerly line of Murphy Canyon Road as described in Deeds to the State of California, recorded March 26, 1958 in Book 7008, Page 383 and October 10, 1958 in Book 7295, Page 155 of Official Records; thence along said Southerly line of Lot 35, North 89°03'17" West (recorded North 89°03'34" West), 208.00 feet to the Southwesterly corner of the land conveyed to the State of California by Deed recorded July 15, 1966 as File No. 115132 of Official Records; thence along the Western boundary of last said State of California land North 04°21'02" West (recorded North 04°20'34" West), 397.06 feet to the True Point of Beginning; thence continuing along said Western boundary North 04°21'02" West, 150.49 feet; thence North 15°39'20" West, 155.43 feet; thence leaving said Western boundary South 10°05'41" East, 304.43 feet to the True Point of Beginning.

ALSO EXCEPTING that portion if any lying within the land described in Deed to the State of California recorded July 15, 1966 as File No. 115132 of Official Records.

EXCEPTING FROM Lot 42 all oil, gas and other hydrocarbon and mineral substances lying not less than 500 feet below the surface of the land as reserved by San Diego Pipeline Co., by Deeds recorded March 8, 1966 as File Nos. 39319 and 39320 both of Official Records.

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PARCEL 2:

All that portion of Lots 36, 42 and 43 of Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof on file in Case No. 348 of Superior Court in San Diego County entitled Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al, lying within the following described boundary:

Beginning at the Southwesterly Corner of said Lot 42; thence along the Southwesterly lines of said Lots 42 and 43, South 58°07'54" East 1430.86 feet to a point on the arc of a 9259.03 foot radius curve concave Southeasterly a radial line of which bears North 06°48'18" West to said point; thence Northeasterly along the arc of said curve through a central angle of 00°29'05" a distance of 78.33 feet to the Westerly boundary of Murphy Canyon Road; thence along said boundary to and along the boundary of Road Survey No. 1533 as follows: North 15°38'54" West 487.26 feet; South 74°21'06" West 12.00 feet; North 15°38'54" West 309.60 feet to the beginning of a tangent 3060.00 foot radius curve concave Northeasterly; Northwesterly along the arc of said curve through a central angle of 05°36'42" a distance of 299.70 feet; tangent to said curve North 10°02'12" West 179.22 feet to the beginning of a tangent 2548.00 foot radius curve concave Northeasterly; Northwesterly along the arc of said curve through a central angle of 05°47'50" a distance of 257.81 feet; tangent to said curve North 04°14'22" West 72.93 feet to the beginning of a tangent 352.00 foot radius curve concave Southwesterly; Northwesterly along the arc of said curve through a central angle of 63°41'34" a distance of 391.30 feet; tangent to said curve North 67°55'56" West 116.79 feet; North 72°13'17" West 97.37 feet and North 21°05'07" East 43.79 feet; thence North 72°13'39" West 530.72 feet; thence North 00°54'06" East 21.58 feet; thence North 79°52'32" West 149.77 feet to a point on the arc of an 8000.00 foot radius curve concave Southerly a radial line of which bears North 17°57'19" West to said point; thence Westerly along the arc of said curve through a central angle of 00°27'10" a distance of 63.22 feet; thence South 71°35'31" West 923.84 feet to the beginning of a tangent 1000.00 foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 15°24'29" a distance of 268.92 feet; thence tangent to said curve South 37°00'00" West 386.11 feet to the beginning of a tangent 1000.00 foot radius curve concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of 24°47'13" a distance of 432.61 feet; thence tangent to said curve South 62°12'47" West 156.54 feet to an intersection with the Westerly line of the land described in Parcel 1 in Deed to the City of San Diego recorded January 3, 1966 as File No. 121 of Official Records; thence along said Westerly line South 05°14'33" East 1744.24 feet to the Northwesterly line of said Lot 35; thence along said Northwesterly line North 40°17'08" East 1866.48 feet to the



most Northerly Corner thereof; thence along the Northeasterly boundary of said Lot 35 South 58°07'54" East 1056.17 feet to the Point of Beginning.

EXCEPTING from Lot 42 all oil, gas and other hydrocarbon and mineral substances lying not less than 500 feet below the surface of the land as reserved by San Diego Pipeline Co., by Deeds recorded March 8, 1966 as File No. 39319 and 39320 of Official Records.

ALSO EXCEPTING THEREFROM, the following described Parcels:

PARCEL 2A:

Commencing at the most Northerly Corner of Lot 35, said Rancho Mission of San Diego; thence South 40°17'08" West, 1866.48 feet; thence North 05°14'33" West, 1744.24 feet to the True Point of Beginning; thence North 62°12'47" East, 156.54 feet to a point to which a radial of a 1000.00 foot radius curve, concave Southeasterly, bears North 27°47'13" West, thence Northeasterly along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet; thence North 87°00'00" East 386.11 feet to a point to which a radial of a 1000.00 foot radius curve concave Northwesterly, bears South 03°00'00" East; thence Northeasterly, along the arc of said 1000.00 foot radius curve, through a central angle of 15°24'29", an arc length of 268.92 feet; thence North 71°35'31" East, 923.84 feet to a point which a radial of a 8000.00 foot radius curve, concave, Southeasterly, bears North 18°24'29" West; thence Northeasterly, along the arc of said curve, through a central angle of 00°27'10", an arc length of 63.22 feet; thence South 79°52'32" East, a distance of 149.77 feet; thence South 00°54'06" West, 21.58 feet; thence South 72°13'39" East, 530.72 feet; thence South 21°05'07" West, 43.79 feet; thence South 72°13'17" East, 97.37 feet; thence South 67°55'56" East, 116.79 feet to a point to which a radial of a 352.00 foot radius curve, concave Southwesterly, bears North 22°04'04" East; thence Southeasterly along the arc of said curve through a central angle of 63°41'34"; a distance of 391.30 feet; thence South 04°14'22" East, 72.93 feet to a point to which a radial of a 2548.00 foot radius curve, concave Northeasterly, bears South 85°45'38" West; thence Southeasterly along the arc of said curve, through a central angle of 05°47'50" an arc length of 257.81 feet; thence South 10°02'12" East, 179.22 feet to a point to which a radial of a 3060.00 foot radius curve, concave Northeasterly, bears South 79°57'48" West; thence Southeasterly, along the arc of said curve, through a central angle of 05°36'42" an arc length of 299.70 feet; thence South 15°38'54" East, 309.60 feet; thence North 74°21'06" East, 12.00 feet; thence South 15°38'54" East, 487.26 feet to a point to which a radial of a 9259.03 foot radius curve, concave Southeasterly bears North 06°19'13" West; thence Southwesterly, along the arc of said curve, through a central angle of 00°29'05" an arc length of 78.33 feet; thence North 58°07'54" West, 110.65 feet to a point to which a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East; thence Northwesterly, along the arc of said curve, through a central angle of 00°46'17" an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve; through a central angle

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of 18°07'37" an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence continuing North 67°09'56" West, 408.34 feet; thence North 73°26'35" West, 344.99 feet to a point to which a radial of a 400.00 foot radius curve, concave Southeasterly, bears North 16°33'25" East; thence Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 52°34'36", an arc length of 422.11 feet; thence South 53°58'49" West, 395.86 feet; thence South, 120.00 feet; thence West, 110.00 feet; thence North 10°26'46" West, 194.27 feet; thence West, 550.67 feet; thence South 87°00'00" West, 350.18 feet to a point to which a radial of 1000.00 foot radius curve, concave Southeasterly, bears North 03°00'00" West; thence Southwesterly, along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet; thence South 62°12'47" West, 193.09 feet; thence North 05°14'33" West, 70.38 feet, returning to said True Point of Beginning.

PARCEL 2B:

Commencing at the most Northerly Corner of Lot 35, said Rancho Mission; thence South 58°07'54" East 2,376.38 feet to the True Point of Beginning a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East to said point; thence Northwesterly, along the arc of said curve, through a central angle of 09°46'17" an arc length of 706.30 feet; thence North 15°38'54" West, 101.74 feet, to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West; thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 18°07'37", an arc length of 790.94 feet; thence North 02°28'43" East, 102.43 feet; thence North 67°09'56" West, 74.66 feet; thence South 02°28'43" West 128.39 feet to a point to which a radial of a 2570.00 foot radius curve, concave Easterly, bears South 87°31'17" East; thence Southerly, along the arc of said curve, through a central angle of 18°07'37" an arc length of 813.08 feet; thence South 15°38'54" East, 101.74 feet to a point to which a radial of a 4071.50 foot radius curve, concave Southwesterly bears North 74°21'06" East; thence Southeasterly along the arc of said curve, through a central angle of 09°00'17" an arc length of 639.89 feet; thence South 58°07'54" East 87.99 feet, returning to said True Point of Beginning.



EXHIBIT F

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(LONG FORM)**

This **DEED OF TRUST**, made July 19 2004, between the City of San Diego herein called TRUSTOR, whose address is 202 C Street, San Diego, California 92101,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and San Diego City Employees' Retirement System, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in City of San Diego, County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and incorporated herein

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits, for the purpose of securing Trustor's payment to Beneficiary of the Contribution Amount for Beneficiary's fiscal year 2008, as required by Article IX, Section 143 of the City Charter of the City of San Diego, and as referenced in Paragraph 3(a)(3) of that certain Settlement Agreement approved by the San Diego Superior Court in Cases Nos. GIC803779, GIC810837 and GIC811756 (consolidated) and incorporated herein by reference.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.



Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the obligations secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

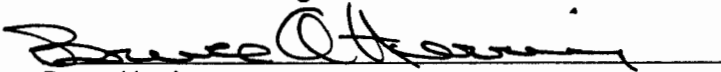
7) Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the obligations secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the Real Estate Assets Director for the City of San Diego, 220 C Street, MS 9B, San Diego, California, 92101.

Signature of Trustor


Bruce Herring
Deputy City Manager

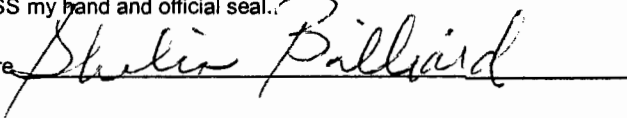
Dated: 7-19-06

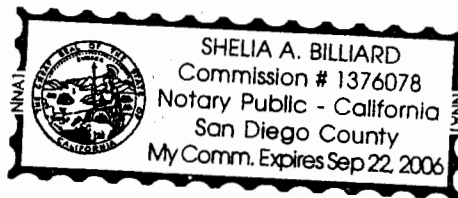
STATE OF CALIFORNIA)
COUNTY OF San Diego) SS.

On July 19, 2006 before me,
personally appeared Bruce A. Herring

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

WITNESS my hand and official seal.

Signature 





TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner of all indebtedness secured by the foregoing Deed of Trust. All indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said indebtedness above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to The City of San Diego, Real Estate Assets Director, 202 C Street, MS 9B, San Diego, California, 92101.

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
WITH POWER OF SALE
FIRST AMERICAN
TITLE INSURANCE
COMPANY
TRUSTEE

1958743.3

EXHIBIT A
SPORTS ARENA PARKING LOT

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

Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court, Case No. 5620, together with a portion of Cass and Mc Elwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street (now Sports Arena Boulevard) as described in Deed to Frontier Enterprises, Inc., recorded March 5, 1941 in Book 1143, Page 320, of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77° 23' 46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12° 36' 14" East, a distance of 476.74 feet; thence North 36° 37' 26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53° 27' 34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36° 37' 26" West along the Northwesterly line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North 53° 27' 44" West along the Northeasterly line of said Lot "A", a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South 36° 33' 41" West along the Northwesterly line of said Lot "A", a distance of 74.98 feet to a point distant North 36° 33' 41" East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North 53° 27' 19" West, 233.43 feet to a point in the Northwesterly line of Pueblo Lot 339 distant South 36° 36' 21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36° 36' 21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53° 26' 49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of the City of San Diego, a copy of which was recorded July 30, 1969 as File No. 137836, of Official Records; thence along the boundary of said Kurtz Street as follows:

South 36° 32' 31" West, a distance of 5.00 feet; North 53° 26' 49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave



Southwesterly; thence Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39° 03' 30" an arc length of 204.51 feet; thence South 26° 51' 31" West, a distance of 393.88 feet; thence South 12° 35' 00" West, a distance of 968.25 feet to said line, which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77° 23' 46" East, a distance of 402.50 feet; thence North 12° 36' 14" East, a distance of 150.00 feet; thence South 77° 23' 46" East, a distance of 150.00 feet; thence South 12° 36' 14" West, a distance of 150.00 feet; thence South 77° 23' 46" East, a distance of 1,097.11 feet to the True Point of Beginning.

EXCEPTING THEREFROM those portions described in Parcels A, B, C and D described as follows:

PARCEL "A":

All of those portions of Pueblo Lots 311, 312, 313, 241, 242 of Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard, North 77° 23' 37" West (record North 77° 52' 25" West per said Map No. 6629) 53.74 feet; thence North 12° 36' 23" East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence North 12° 36' 23" East, 199.03 feet; thence South 77° 23' 37" East, 677.04 feet; thence North 65° 44' 11" East, 51.62 feet; thence South 77° 23' 37" East, 307.67 feet; thence South 12° 36' 23" West, 25.00 feet; thence North 77° 23' 37" West, 224.75 feet; thence South 26° 38' 35" West, 46.38 feet; thence South 12° 36' 23" West, 160.00 feet; thence North 77° 23' 37" West, 60.00 feet; thence North 12° 36' 23" East, 160.00 feet; thence North 03° 09' 24" East, 42.41 feet; thence South 67° 37' 56" West, 48.56 feet; thence North 77° 23' 37" West, 262.25 feet; thence South 12° 36' 23" West, 174.00 feet; thence North 77° 23' 37" West, 20.00 feet; thence North 12° 36' 23" East, 174.00 feet; thence North 77° 23' 37" West, 335.00 feet; thence South 12° 36' 23" West, 174.00 feet; thence North 77° 23' 37" West, 66.00 feet to the True Point of Beginning.

Containing 1.230 acres more or less.

PARCEL "B":



All of those portions of Pueblo Lots 241, 242, 311 and 312 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South 77° 23' 37" East (record North 77° 52' 25" West, per said Map No. 6629) 12.26 feet; thence North 12° 36' 23" East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence continuing North 12° 36' 23" East, 174.00 feet; thence South 77° 23' 37" East, 335.00 feet; thence South 12° 36' 23" West, 174.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North 77° 23' 37" West, 335.00 feet to the True Point of Beginning.

Containing 1.338 acres more or less.

PARCEL "C"

All that portion of Pueblo Lot 312 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629, in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South 77° 23' 37" East (record North 77° 52' 25" West per said Map No. 6629) 367.25 feet; thence North 12° 36' 23" East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence leaving said Northerly right-of-way line North 12° 36' 23" East, 174.00 feet; thence South 77° 23' 37" East, 262.25 feet; thence North 67° 37' 56" East, 48.56 feet; South 03° 09' 24" West, 42.41 feet; thence South 12° 36' 23" West, 160.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North 77° 23' 37" West, 309.00 feet to the True Point of Beginning.

Containing 1.248 acres more or less.

PARCEL "D":



That portion of Pueblo Lots 312 and 313 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe in the year 1870, a certified copy of which was filed November 14, 1921 in the Office of the County Recorder of San Diego County and is known as Miscellaneous Map No. 36, being more particularly described as follows:

Beginning at the centerline intersection of Sports Arena Boulevard and Kemper Street as shown and delineated on Arena Plaza Subdivision Map No. 6629 in the City of San Diego, County of San Diego, State of California, recorded April 20, 1970 in the Office of the Recorder of San Diego County; thence along the centerline of Sports Arena Boulevard South 77° 23' 37" East (record North 77° 52' 25" West per said Map No. 6629) 736.25 feet; thence North 12° 36' 23" East, 65.00 feet to a point on the Northerly right-of-way line of said Sports Arena Boulevard and the True Point of Beginning; thence leaving said Northerly right-of-way North 12° 36' 23" East, 160.00 feet; thence North 26° 38' 35" East, 46.38 feet; thence South 77° 23' 37" East, 224.75 feet; thence South 12° 36' 23" West, 205.00 feet to said Northerly right-of-way line; thence Westerly along said Northerly right-of-way line North 77° 23' 37" West, 236.00 feet to the True Point of Beginning.

Containing 1.105 acres more or less.

Assessor's Parcel Number: **760-245-07**



EXHIBIT A
RIDGEHAVEN OFFICE BUILDING

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

PARCEL A:

Parcel 1 of Parcel Map No. 11772, 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, October 30, 1981, being a division of Lot 8 of Daley Business Park Unit No. 2, according to Map thereof No. 8375, filed in the Office of the County Recorder of San Diego County, September 3, 1976.

PARCEL B:

An easement for sewer line purposes and appurtenances thereto over, under, along and across all that portion of Parcel 2, according to Parcel Map 11772, in the County of San Diego, State of California, filed October 30, 1981, in the Office of the County Recorder of San Diego County, lying within a strip of land 10 feet in width, the centerline of which is more particularly described as follows:

Beginning at the Northwestern corner of said Parcel 2, said corner being the beginning of a nontangent 60 foot radius curve, concave Northerly, radial to said curve bears South 08°04'56" East; thence continuing Northeasterly along said curve, also being the Northerly property line to said Parcel 2, through a central angle of 18°28'25" a distance of 19.35 feet to a point on the curve, said point being the True Point of Beginning; thence South 09°18'50" East a distance of 154.00 feet; thence South 89°49'00" East a distance of 18.77 feet to the Westerly line of Parcel 1 of Parcel Map 11772.

Side lines of said easement shall be lengthened or shortened to terminate at the Northerly property line of said Parcel 2 and at the Westerly property line of said Parcel 1.

PARCEL C:

An easement for sewer line purposes and appurtenances thereto, over, under, along and across all that portion of Parcel 2, according to Parcel Map 11772, in the County of San Diego, State of California, filed October 30, 1981, in the Office of the County Recorder of San Diego County, lying within a strip of land 10 feet in width the centerline of which is more particularly described as follows:

Beginning at the Northwestern corner of said Parcel 2, said corner being the beginning of a nontangent 60 foot radius curve, concave Northerly, radial to said curve bears South 08°04'56" East; thence continuing Northeasterly along said curve, also being the Northerly property line of said Parcel 2, through a central angle of 28°16'20" a distance of 29.61 feet to a point on the curve, said point

being the True Point of Beginning; thence South 48°51'30" East a distance of 19.35 feet to a point on the Westerly line of Parcel A herein above described. Side lines of said easement shall be lengthened or shortened to terminate at the Northerly property line of said Parcel 2 and the Westerly property line of Parcel 1 of said Parcel Map No. 11772.

Assessor's Parcel Number: **369-183-18**

Handwritten signature and initials in the bottom right corner, possibly reading "J. S. [unclear] [unclear]".

EXHIBIT A
METRO OPERATIONS CENTER

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

PARCEL 1:

Lot 2 of Mesa Industrial Tract Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3533, filed in the Office of the County Recorder of San Diego County, October 30, 1956.

EXCEPTING THEREFROM that portion lying within the portion of said Lot 2, delineated and designated "reserved for future street" on said Map No. 3533, and as accepted by the City of San Diego for public street purposes by Resolution No. R-250656 and recorded December 4, 1979 as File No. 79-508876 of Official Records.

Assessor's Parcel Number: **369-040-14**

PARCEL 2:

Parcel 3 of Parcel Map No. 7992, 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, October 30, 1978 as File No. 78-468549 of Official Records.

PARCEL 2A:

An easement for road and public utilities purposes over, under, upon and across those portions of Lots 72 and 78 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map of said Rancho made in the action entitle Juan M. Luco, et al, vs. Commercial Bank of San Diego, et al, Case No. 348 on file in the Office of the County Clerk of said San Diego County, described as a whole as follows:

Beginning at a point on the Southeasterly line of Parcel 3 of said Parcel Map No. 7992, distant thereon North 43°15'58" East (record North 43°14'32" East) 100.00 feet from the most Southerly corner of said land; thence at right angles to said Southeasterly line South 46°45'02" East (record South 46°45'28" East) 50.00 feet; thence at right angles South 43°14'58" West 204.61 feet (record South 43°14'32" West, 207 feet, more or less, to a point on the Northerly line of land described in a deed to the San Diego Unified School District dated October 10, 1952 and recorded January 9, 1953 in Book 4711, Page 57 of Official Records; thence South 89°53'58" West (record South 89°55'32" West) along said Northerly line 34.29 feet (record 34 feet, more or less) to the Northwesterly corner of said land; thence leaving the boundary of said land Northerly North 17°54'58" East 58.58 feet (record in a straight line, 60 feet, more or less) to the Northeasterly Terminus of a 50.00 foot radius curve, concave Northwesterly which forms a

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portion of the Southerly boundary of land conveyed to the Cubic Corporation by deed dated October 31, 1955 and recorded in Book 5904, Page 433 of Official Records; thence North 43°14'58" East (record North 43°14'32") East along the Southeasterly line of said Cubic Corporation Land, 75.20 feet (record 110 feet, more or less) to the most Easterly corner thereof, being also the most Southerly corner of said Parcel 3; thence North 43°14'58" East (record North 43°14'32" East) along the Southeasterly line of said Parcel 3, a distance of 100.00 feet to the Point of Beginning.

PARCEL 2B:

A nonexclusive easement for ingress, egress and the construction and maintenance of utilities, sanitary sewer and storm sewers over, under, upon and across the land described as follows, which easement is appurtenant to and for the benefit of the present and future owners of Parcel 1 above described:

That portion of Parcel 2 of Parcel Map No. 8670, 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, May 1, 1979, described as follows:

Beginning at the most Westerly corner of said Parcel 2, said corner being a point on a 60.00 foot radius curve concave Northwesterly, a radial to said point bearing South 32°16'53" East; thence Northeasterly along the arc of said curve and the boundary of said Parcel 2, 15.16 feet through a central angle of 14°28'39"; thence departing said boundary, South 46°45'28" East, 63.87 feet; thence South 43°14'32" West, 15.00 feet to a point on the Southwesterly boundary of said Parcel 2; thence along said boundary, North 46°45'28" West, 65.79 feet to the Point of Beginning.

Assessor's Parcel Number: **369-040-18**

PARCEL 3:

Parcel 4 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County October 30, 1978.

PARCEL 3A:

An easement for ingress, egress and the construction and maintenance of utilities, sanitary sewers and storm sewers under, over and across that portion of Parcel 3 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to the Map thereof filed in the Office of the Recorder of San Diego County, October 30, 1978, described as follows:

Beginning at the most Northerly corner of said Parcel 3, said corner being a point of a 60.00 foot radius curve concave Northwesterly, a radial to said point bearing South 32°16'53" East; thence Westerly along the arc of said curve and boundary

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of said Parcel 3, 16.25 feet through a central angle of 15°31'20"; thence departing said boundary, South 46°45'28" East, 16.91 feet to the beginning of a tangent 5.00 foot radius curve concave Westerly; thence Southerly along the arc of said curve 7.85 feet through a central angle of 90°00'00"; thence South 43°14'32" West, 14.05 feet to a point on the boundary of said Parcel 3; thence along said boundary South 46°45'28" East, 25.00 feet to a boundary corner of said Parcel 3; thence South 46°45'28" East, 25.00 feet; thence North 43°14'32" East, 34.05 feet to a point on the Northeasterly boundary of said Parcel 3; thence Northwesterly along the boundary of said Parcel 3, North 46°45'28" West, 65.78 feet to the Point of Beginning.

PARCEL 3B:

An easement for ingress, egress and the construction and maintenance of utilities, sanitary sewers and storm sewers under, over and across that portion of Parcel 3 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to the Map thereof filed in the Office of the Recorder of San Diego County, October 30, 1978, described as follows:

Beginning at the most Westerly corner of said Parcel 3; thence along the Southwesterly boundary of said parcel 3, South 46°46'32" East, 20.00 feet; thence departing said boundary, North 43°14'32" East, 234.99 feet to an intersection with the Southeasterly prolongation of that course and distance of part of the Southwesterly boundary of Parcel 3 of said Parcel Map No. 7992 shown on said Parcel Map as North 46°45'28" West, 64.32 feet; thence North 46°45'28" West along said prolongation, 20.00 feet to a boundary corner of said Parcel 3; thence along said boundary being the Northwesterly line of said Parcel 3, South 43°14'32" West, 235.00 feet to the Point of Beginning.

PARCEL 4:

Parcel 5 of Parcel Map No. 7992, in the City of San Diego, County of San Diego, State of California, according to Map thereof, filed in the Office of the County Recorder of San Diego County, according to Map thereof, filed in the Office of the County Recorder of San Diego County, October 30, 1978.

Assessor's Parcel Number: **369-040-5 and 19**

PARCEL 5:

That portion of Lot 78 of the Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof, filed in the Office of the County Clerk of San Diego County, in action of Juan M. Luco, vs., Commercial Bank of San Diego, et al, described as follows:

Beginning at Engineer's Station 137 Plus 31.74 on the Center Line of the Department of Public Works Survey between the North City limits of San Diego and Miramar Road XI-SD-77A, as the same was described in a final order of

Handwritten signature and date:
J. Luco
July 84

condemnation entered in the Case No. 148365 of the Superior Court of California, in and for the County of San Diego, and recorded November 21, 1949 in Book 3393, Page 220 of Official Records of said San Diego County, said Point of Beginning on the East line of said Lot 78; thence along said center line, South 37°13'15" West, 2975.45 feet to Engineer's Equation Station 107 plus 68.22 E.C. equals 107 plus 56.29 P.O.T. of said survey; thence leaving said center line South 52°46'45" East, 155.06 feet to the Northwesterly line of the public road as shown on Map of Road Survey No. 341, on file in the Office of the County Surveyor of San Diego County; thence South 46°45'28" East, 25.00 feet to the center line of said public road; thence along said center line, North 43°14'32" East record North 43°14'45" East 1125.00 feet to the True Point of Beginning; thence continuing along said center line North 43°14'32" East, 190.00 feet; thence at right angles South 46°45'28" East, 519.00 feet; thence at right angles South 43°14'32" West, 190.00 feet; thence at right angles North 46°45'28" West, 436.00 feet to the beginning of a tangent 20.00 foot radius curve, concave Easterly; thence along said curve, 31.43 feet through an angle of 90° to a point of tangency in the Southeasterly line of that step of land 38 feet wide described under Parcel 3 of easement deed to the City of San Diego, recorded September 27, 1951 in Book 4247, Page 5 of Official Records; thence along said Southeasterly line, South 43°14'32' West, 20.00 feet; thence North 46°45'28" West, 63.00 feet to the True Point of Beginning.

PARCEL 6:

Parcel(s) 1 and 2 of Parcel Map No. 11434, 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 July 2, 1981.

Together with those portions of Topaz Way and Complex Street and the Street Reservation adjacent to Parcel 2 of Parcel Map No. 11434 as vacated and closed to public use by the City of San Diego by document recorded June 28, 1983 as File No. 83-218343, which would revert to Parcel 2 of Parcel Map No. 11434 by operation of law.

PARCEL 7:

Being a portion of Lot 1 of Manuel G. Rosa subdivision, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3857, filed in the Office of the County Recorder of San Diego County, being more particularly described as follows:

Beginning at the most Easterly corner of Parcel 2, of Parcel Map No. 11434 as filed in the Office of the County Recorder of San Diego County; thence, along the Southeasterly Parcel line of said Parcel 2, South 43°14'32" West, 75.20 feet to the True Point of Beginning of the Parcel to be herein described; thence, leaving said Southeasterly Parcel line, South 17°57'09" West, 58.52 feet; thence, South 43°14'32" East, 103.42 feet to a point on the arc of a curve, concave Southwesterly, having a radius of 125.00 feet, a radial line to said point bears

Handwritten signature and initials

North $89^{\circ}17'48''$ East, thence, Northwesterly and Westerly along the arc of said curve, through a central angle of $68^{\circ}12'30''$, an arc length of 148.81 feet to a point of the Southeasterly Parcel line of said Parcel 2; thence, along said Parcel line, North $89^{\circ}55'32''$ East, 132.55 feet to the beginning of a tangent 50.00 foot radius curve, concave Northwesterly; thence, Northeasterly along the arc of said curve, through a central angle of $46^{\circ}41'00''$, an arc length of 40.74 feet to the True Point of Beginning.

Together with those portions of Topaz Way and Complex Street and the Street Reservation adjacent to Parcel 2 of Parcel Map No. 11434 as vacated and closed to public use by the City of San Diego by document recorded June 28, 1983 as File No. 83-218343, which would revert to Parcel above described by operation of law.

Assessor's Parcel Number: **369-040-4, 22, 23 and 24**

[Handwritten signature]
JUN 28 1983

EXHIBIT A
CHARGER PRACTICE FIELD

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

Lots 11 through 16 inclusive of Murphy Canyon Gateway Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11502, filed in the Office of the County Recorder of San Diego County, May 2, 1986.

Assessor's Parcel Number: **421-392-01, 02, 03, 04 through 04; and 421-391-01 and 02**

Handwritten signature/initials

1 **DECLARATION OF SERVICE**

2 **GLEASON, et al. v. SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM, et al.**
3 **GLEASON v. SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM**
4 **WISEMAN v. BOARD OF ADMINISTRATION OF THE SAN DIEGO CITY**
5 **EMPLOYEES' RETIREMENT SYSTEM**

6 **San Diego Superior Court Case No. GIC803779 (Consolidated with**
7 **Case No. GIC810837 and Case No. GIC811756)**

8 I declare as follows:

9 I, the undersigned declare under penalty of perjury that I am employed in the County of
10 San Diego, State of California. I am over the age of 18 and not a party to the within action; my
11 business address is 16236 San Dieguito Road, Suite 4-14, P.O. Box 9374, Rancho Santa Fe,
12 California 92067.

13 On July 23, 2004, I served the foregoing document(s) described as:

14 1. **[PROPOSED] JUDGMENT APPROVING SETTLEMENT OF CLASS**
15 **ACTION;**

16 on the following:

17 **Michael A. Leone, Esquire**
18 **Seltzer, Caplan, McMahon & Vitek**
19 **750 B Street, Suite 2100**
20 **San Diego, CA 92101**
21 **Telephone: (619) 685-3075**
22 **Facsimile: (619) 702-6832**

Attorneys for Defendant
San Diego City Employees'
Retirement System

23 **Timothy R. Pestotnik, Esquire**
24 **Luce, Forward, Hamilton & Scripps LLP**
25 **600 West Broadway, Suite 2600**
26 **San Diego, CA 92101-3372**
27 **Telephone: (619) 236-1414**
28 **Facsimile: (619) 744-3685**

Attorneys for Defendant
City of San Diego

0 BY MAIL - I am readily familiar with the firm's practice of collection and processing of
1 correspondence for mailing with the United States Postal Service, and that the
2 correspondence shall be deposited with the United States Postal Service this same day in
3 the ordinary course of business pursuant to Code of Civil Procedure §1013(a).

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