

WISD, INC.**Legal Department**

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August 5, 2002

Tim C. Rothans
Deputy Director, Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4199Re: City/San Diego Polo Club Lease - City Clerk Doc. #RR-265268
Corporation Grant Deed, Watt Industries/San Diego, Inc. to City

Dear Mr. Rothans:

By a Corporation Grant Deed ("Deed") recorded October 24, 1983, as Document No. 83-382964, Watt Industries/San Diego, Inc., now known as WISD, Inc. ("WISD") granted the City of San Diego ("City") certain land in the Fairbanks Ranch area for use as a country club, golf course and open space. The San Diego Polo Club (the "Polo Club") leases property from the City that the Deed defines as the "Affected Land." As you know, the Polo Club has sought to operate several special events on its leased land. However, several provisions of the Deed arguably prohibit some of these events. For example, Section 4 of the Deed allows only "non-commercial recreational uses" on the Affected Land (paragraph (a)(iii)) and prohibits "large assemblages of people" (paragraph (b)(ix)). The City's lease to the Polo Club includes provisions limiting uses to those consistent with the Deed.

Section 5 of the Deed allows otherwise prohibited uses to occur on the Affected Land if the Grantor (WISD) gives its written consent. WISD hereby consents to the following uses:

1. Dog shows;
2. Soccer tournaments;
3. Lacrosse tournaments;
4. Christmas tree sales;
5. Golf equipment testing;
6. Youth soccer practices; and
7. Up to (but not exceeding) six (6) livestock superintendents/grounds keepers living on site.

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This consent is subject to the following:

- A. This permission is valid until expressly revoked by WISD by written notice delivered to the City and the Polo Club and need not be renewed each year.
- B. Uses 1, 2 and 3 may occur no more than twenty-five (25) days per calendar year cumulatively (not each).
- C. The Polo Club, not the City, may decide the dates, terms, sponsors and organizers of each of the above uses consistent with the Polo Club's financial needs.
- D. This consent is valid only for the land leased by the Polo Club and only for events permitted by the Club.

WISD suggests the City amend the Polo Club's lease to reflect this letter. Please feel free to call me if you have any questions.

Very truly yours,

WISD, Inc.



Christopher Chase
Secretary and General Counsel

cc: Casey Gwinn, City Attorney
Will Griffith
Harry Collins
Tom Goodspeed