

LAW OFFICES OF VATCHE CHORBAJIAN, APC

ATTORNEYS AT LAW

655 North Central Street 17th Floor
Glendale, CA 91203
phone 818.409.6700 fax 858.923.2124

VATCHE CHORBAJIAN

6006 El Tordo
Suite 207
Rancho Santa Fe, CA 92067
phone 858.759.8822 fax 858.923.2124

WWW.VCLEGAL.COM
vatche@vclegal.com

Mailing Address:
P.O.Box 661
Rancho Santa Fe, CA 92067

October 16, 2018

Via Mail & Email

Ms. Cybele Thompson
Ms. Heidi Farst
City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
MS 51A
San Diego, CA 92101-4199

Re: Fairbanks Polo Club Homeowner's Association

Dear Ms. Thompson:

Our firm represents the Fairbanks Polo Club Homeowner's Association ("FPCHA").

The purpose of this letter is to address the continued, increased and unauthorized use by Surf Club, a tenant of the City of San Diego, at the Polo fields.

As you have been made aware, the assignment of all rights has been recorded for the benefit of FPCHA from the Corporation Grant Deed dated October 24, 1983 from Watt Industries/San Diego, Inc. (also known as "Ocean Industries, Inc."). Enclosed with this letter is a copy of the duly recorded assignment. We are writing to you on behalf of the FPCHA to set a follow up meeting to address and discuss the usages of the subject property by the City of San Diego ("City"). As the recipient of all grant deed rights by way of the Assignment, the FPCHA has a key role in working with the City to define permitted usages.

We believe that it is mutually beneficial to approach the City through a business efficient meeting approach (even though the FPCHA believes it could obtain a clear determination from the court as to our legal rights and empowerment). We invite either an informal meeting or in a formal mediation/dispute resolution context to deal with this issue.

Letter to Ms. Cybele Thompson
Ms. Heidi Farst
October 16, 2018
Page 2

The City has received multiple notices with concerns from homeowners and the FPCHA over the usages of the subject property by Surf Club. It is time for those concerns to be addressed. Though FPCHA is mindful of the fact that the City has public purposes in mind for some of the usages intended, the current usage has become a nuisance and continues to harm this community. Thus, it has become imperative to FPCHA that a clear scope of the use of the subject property is defined, as well as the frequency and times it is used, to balance the increasing use of the subject property with the privacy concerns of the nearby homeowners.

Anticipatory to any meeting, the FPCHA would be glad to discuss or provide further written outline regarding its main concerns regarding the current usages of the subject property. We are committed to having this dialogue and issue resolution as soon as possible and invite a response to this letter within 30 days from the City.

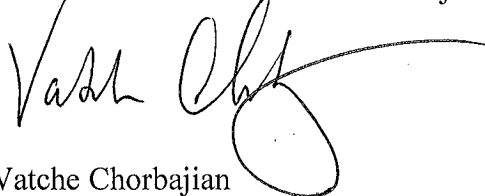
The City has to re-engage this process as in effect whatever permissions have historically been granted to the City by Watt Industries have been, or readily can be, withdrawn. The FPCHA would like to work out a resolution with City that would work to benefit all parties involved. However, the City must be mindful that the FPCHA has to protect the rights and interests of its members to a pleasurable and peaceful enjoyment of the premises. This imposes some reasonable limitations on traffic flow and premises usages.

We look forward to your prompt response and working constructively to resolve these issues. Until then, we reserve all rights in this matter.

Looking forward to your prompt response.

Sincerely,

The Law Offices of Vatche Chorbajian, APC

A handwritten signature in black ink, appearing to read "Vatche Chorbajian", with a large, stylized flourish extending from the end of the signature.

Vatche Chorbajian

VC/ca

Cc: client
Encl.



Jan 24, 2018 01:55 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$190.00 (SB2 Atkins: \$150.00)

PCOR: N/A

PAGES: 5

5P
20

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

Fairbanks Polo Club
Homeowner's Association
c/o Law Offices of Vatche Chorbajian, APC
6006 El Tordo, Suite 207
Mailing: P.O. Box 661
Rancho Santa Fe, CA 92067
Attn: Vatche Chorbajian, Esq.

ASSIGNMENT OF GRANTOR'S RIGHTS

THIS ASSIGNMENT OF GRANTOR'S RIGHTS (this "Assignment") dated as of December 12, 2017 (the "Effective Date"), is made by and between OCEAN INDUSTRIES, INC., a California corporation, as successor by merger to Watt Industries/San Diego, Inc. ("Assignor"), and FAIRBANKS POLO CLUB HOMEOWNER'S ASSOCIATION, a California non-profit mutual benefit corporation ("Assignee"), with reference to the following:

A. Assignor, as the successor by merger to Watt Industries/San Diego, Inc., a California corporation, holds the rights of "Grantor" under that certain Corporation Grant Deed dated September 19, 1983 (the "Grant Deed") executed by Watt Industries/San Diego, Inc., as grantor, in favor of The City of San Diego, a municipal corporation, as grantee ("Grantee"), and recorded on October 24, 1983 in the Office of the County Recorder of San Diego County, California as Instrument No. 83-382964. The real property conveyed to Grantee (the "Conveyed Property") is legally described in the Grant Deed.

B. Among other things, the Grant Deed reserved unto the Grantor certain rights and privileges which limited Grantee's use of the Conveyed Property and gave Grantor discretionary approval of certain uses of the Conveyed Property by Grantee, all for the benefit of certain real property (the "Benefited Land") legally described as Lots 1 through 18, inclusive, of Parcel Map No. 12638 filed in the Office of the County Recorder of San Diego County, California on March 25, 1983.

C. Without limiting the generality of the Grant Deed and the rights and obligations reserved therein, the Grant Deed provides that each person having any interest in the Benefited Land derived through the Grantor shall be benefited by the covenants and restrictions contained in the Grant Deed, with it being agreed that the burdens and benefits of such covenants shall run with the land.

D. Because Assignee is a party expressly intended to be benefited by the restrictions on the Conveyed Property contained in the Grant Deed, Assignor desires to assign to Assignee all of Assignor's rights, privileges and powers as Grantor under the Grant Deed, including,

without limitation, the right to approve all discretionary uses requested by Grantee relating to the Conveyed Property ("Grantor's Rights").

E. Assignee desires to acquire and assume all of the Grantor's Rights, upon the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing, incorporated herein by this reference, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights and Delegation of Obligations. Assignor hereby assigns and transfers to Assignee, without representation or warranty, all of the Grantor's Rights, as of the Effective Date.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Grantor's Rights and assumes all rights, privileges and obligations, if any, related to the Grantor's Rights.

3. Counterparts. This Assignment may be signed in counterparts, each of which is an original, and all of which together are one and the same instrument.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized agents and/or officers as of the date first written above.

"Assignor"

OCEAN INDUSTRIES, INC.,
a California corporation, as
successor by merger to Watt
Industries/San Diego, Inc.

By: Allison M Lynch
Name: Allison M Lynch
Title: SVP

"Assignee"

FAIRBANKS POLO CLUB HOMEOWNER'S ASSOCIATION,
a California non-profit mutual benefit corporation

By: _____
Name: _____
Title: _____

without limitation, the right to approve all discretionary uses requested by Grantee relating to the Conveyed Property ("Grantor's Rights").

E. Assignee desires to acquire and assume all of the Grantor's Rights, upon the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing, incorporated herein by this reference, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights and Delegation of Obligations. Assignor hereby assigns and transfers to Assignee, without representation or warranty, all of the Grantor's Rights, as of the Effective Date.

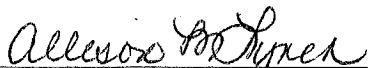
2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Grantor's Rights and assumes all rights, privileges and obligations, if any, related to the Grantor's Rights.

3. Counterparts. This Assignment may be signed in counterparts, each of which is an original, and all of which together are one and the same instrument.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized agents and/or officers as of the date first written above.

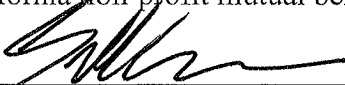
"Assignor"

OCEAN INDUSTRIES, INC.,
a California corporation, as
successor by merger to Watt
Industries/San Diego, Inc.

By: 
Name: ALLISON M LYNCH
Title: SVP

"Assignee"

FAIRBANKS POLO CLUB HOMEOWNER'S ASSOCIATION,
a California non-profit mutual benefit corporation

By: 
Name: SCOTT C. KAMERON
Title: HOA PRESIDENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On DECEMBER 13, 2017, before me, MURIEL M. PAQUIN,
(insert name of notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Muriel M. Paquin

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On December 15, 2017, before me, Natalie Christine Jordan,
(insert name of notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Natalie Jordan



(Seal)