

MINUTES OF THE  
WARNER RANCH COMMITTEE OF  
VISTA IRRIGATION DISTRICT

January 29, 2020

A meeting of the Warner Ranch Committee of Vista Irrigation District was held on Wednesday, January 29, 2020, at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

Chair MacKenzie called the meeting to order at 1:00 p.m.

**2. ROLL CALL**

Committee members present: MacKenzie and Dorey

Committee members absent: None.

Staff present: Brett Hodgkiss, General Manager, Don Smith, Director of Water Resources, Mark Saltz, Water Resources Specialist; and Lisa Soto, Secretary of the Board.

Other attendees: Wayne Taylor was present regarding agenda Item 5. Nine other members of the public were in attendance who were interested in agenda Item 6.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**4. PUBLIC COMMENT TIME**

No public comments were presented on items not appearing on the agenda.

**5. TAYLOR GRAZING LICENSE AGREEMENT**

See staff report attached hereto.

Director of Water Resources Don Smith provided an overview of the item stating that the Taylor Grazing License Agreement terminated when the licensee, Michael Taylor, passed away in 2019. The District has received inquiries from Diane Taylor, widow of Michael Taylor, and Wayne Taylor, brother of Michael Taylor, both interested in taking over the license agreement. Mr. Smith showed the Warner Ranch Committee members (Committee) aerial views of the pasture and the surrounding area (using a detailed map displayed via computer). He stated that there is no developed water in this pasture, and all of the water provided to the watering troughs for the cattle comes from wells on adjacent properties owned by Diane Taylor and Wayne Taylor.

Mr. Smith reviewed the fencing issues associated with the pasture area, stating that some portions are fenced while others are not. In the unfenced areas, it is presumed that Michael Taylor had permission from the adjacent property owners to allow cattle to graze in those areas. He noted the existence of some cattle grates to prevent cattle from wandering onto the highway; however, Mr. Smith added that the grates are ineffective due to the way in which they were installed.

Mr. Smith stated that staff would like to get a sense of how the Committee would like to proceed with this license agreement. He stated that the license could remain as written for one of the Taylor parties to assume, or the District could solicit proposals (for use of the pasture area) from the general public to assess other interest. He commented that for a new party to engage in a license agreement for this pasture parts of the agreement would require revisions in order to clarify the need for either additional pasture fencing or roaming and grazing permission from adjacent property owners. The agreement would also need to state that there is no water source on the pasture itself and that the licensee would need to make his/her own provision for watering the cattle in the pasture area.

Mr. Smith said that Mr. Wayne Taylor, who was present in the audience, would be interested in using the pasture for grazing as well as possible container farming of high-value plants. Since Mr. Taylor owns one of the adjacent properties with his own well, water for this use would not be a problem. Chair MacKenzie expressed concern regarding container farming on the property, but added that she would need more information about how this would work. Mr. Taylor addressed the Committee, expressing his interest in taking over the license and adding that container farming was just an idea; he would not pursue it if the District objects. Mr. Taylor said that the number of cattle he would graze on the property would likely be closer to 10 rather than 15. He said that he has 30 years of experience working with his father and his son, Sam, tending to the cattle grazing on this pasture. He said that he discussed taking over the license with his brother Michael Taylor, but sadly his brother passed before that assignment could take place.

Chair MacKenzie suggested that Mr. Taylor and the other interested party (Mr. Taylor's sister-in-law, Diane Taylor) prepare project proposals and submit them to Mr. Smith in the next month or so for consideration by the Committee. Mr. Taylor asked if an interim license could be issued until a decision can be made regarding the awarding of a longer-term license agreement. Chair MacKenzie responded that this is a question for District legal counsel and suggested that Mr. Smith follow-up with General Counsel.

Mr. Taylor left the meeting following the above discussion.

## **6. CALIFORNIA RIDING AND HIKING TRAIL**

See staff report attached hereto.

Mr. Smith provided an overview of the two separate license agreements approved by Vista Irrigation District Board of Directors in 1949 and 1962, giving the State of California (State) access to certain portions of the Warner Ranch for the purpose of constructing and maintaining the California Riding and Hiking Trail (CRHT). In 2008, the State was interested in turning over operation and maintenance of the CRHT to the County of San Diego (County); since then the County has determined that it has inadequate resources to assume responsibility for all of the CRHT alignment within the County and has focused its efforts on other reaches of the trail.

Mr. Smith said that over the past few decades the State has not performed any maintenance on the CRHT. Some members of the public have attempted to maintain the trail; however, they have done so without approval from the State. He said that the license agreement with the State has two termination clauses, 1) the agreement would terminate of its own accord if the CRHT is not maintained by the Licensee (State) for two or more years; or 2) after five years, either party could terminate with notice. Mr. Smith said that District staff considers the agreement to have terminated of its own accord due to lack of maintenance. He said that the State was notified in 2008 that the District considers the agreement terminated, but no official action was ever taken at the request of the State because hope was being held that the operation of the CRHT could be resumed under the auspices of the County. Mr. Smith noted that the Board authorized the General Manager in 2008 to send a letter to the County expressing conceptual support for the re-

establishment of the CRHT; re-establishment of the CRHT would require a new agreement with the County identifying routes, trail management and liability issues.

Chair MacKenzie welcomed the members of the public present in the audience; she advised that those who wished to address the Committee would have five minutes in which to make their statements. Chair MacKenzie stated she would call the speakers up in the order in which the requests were received beginning with Ms. Maryanne Vancio.

Ms. Vancio of El Cajon stated that she first met Mr. Smith in 2008 when she was the County Trails Coordinator. She worked with the California State Parks on an assessment of the CRHT with the goal of the County taking over the trail easements on private lands and the alignment across District lands; Ms. Vancio worked with Mr. Smith on assessing the portions of the trail that cross District lands. She provided background regarding the efforts in 2008, and what happened to derail the efforts. Ms. Vancio stated California State Parks is currently working on a plan that will allow the State to allocate funds and resources to the CRHT, which is an important first step that has never happened before. She stated that the CRHT passes through nine unincorporated communities, and for many of those communities, this is their only trail. Ms. Vancio addressed liability concerns, stating that California Civil Code Section 846 (CCC 846) states that if a public agency has a recreational trail on its property, the State will indemnify and reimburse the public agency for claims related to the use of the trail by the general public. She reviewed other liability safeguards provided by the County, called the Trails Defense and Indemnification Ordinance, which provides protections beyond CCC Section 846.

Ms. Vancio stated that she and others are encouraging a joint agreement between California State Parks and the County to manage the CRHT. She is also working on creating a non-profit organization, the California Riding and Hiking Trail Association (Association), tailored after the Pacific Crest Trail (PCT) Association, which would be responsible for the day-to-day management of the CRHT. The Association would be the first point of contact for CRHT users and landowners that have reaches of the trail cross their property and would take care of the maintenance needs. As a non-profit, the Association would be able to fundraise and apply for grants. Ms. Vancio said that she believes the time is right to get these things done and asked that the District not to make any decisions regarding closing the trail at this time.

Ms. Kathleen Hayden of Santa Ysabel said that she has served as a consultant on trails and easement matters in the State. She spoke about the history of the CRHT, and the accolades it has received in years past. She explained the differences between the CRHT and the PCT. Ms. Hayden read aloud an excerpt from the National Historic Preservation Act of 1966 and spoke strongly in favor of keeping the CRHT open and maintained.

Ms. Judy Taylor of Warner Springs characterized herself as a passionate property owner and user of the CRHT. She said that she bought her home in Warner Springs specifically for the CRHT, and she uses the trail often for riding her horse and for hiking. Ms. Taylor stated that she used to live in Ramona, and many of the horse trails there have been closed due to development; she would hate to see this trail close too.

Ms. Stacey Landfield of Warner Springs said she chose where she lives for the beauty of the area, and she would be willing to work to maintain the CRHT, just as others present in the audience. She spoke in favor of keeping the CRHT open and accessible.

Mr. Martin Jorgensen of Ramona stated that he is a current board member of the San Diego Trails Alliance and past president and current board member of the Back Country Horsemen of California. He stated that he has been working on trail issues in the County for over 20 years. Mr. Jorgensen provided clarification and background regarding the CRHT and the PCT, noting that the CRHT predates the PCT by

about 20 years. He clarified that one difference between the two trails is that mountain bikers are not allowed to use the PCT, but they are able to use the CRHT. Mr. Jorgensen commented that the portion of the CRHT on District land is in good shape and does not appear to need a lot of maintenance. He spoke in support of the District allowing some time for the California State Parks and the County to get together and see if a non-profit can be formed to directly address maintenance of the trail. Mr. Jorgensen asked that the District table discussion and consideration about closing the CRHT for the time being.

Mr. Larry Kelly of Warner Springs spoke in favor of keeping the CRHT open because he believes the 20-foot easement (on private properties) on which the trail lies was intended as a firebreak. He said he is concerned about fires that could be started by hunter's stray bullets ricocheting off rocks.

Mr. Lawrence Peabody of Warner Springs provided history regarding the CRHT and the PCT stating that the CRHT was established 75 years ago and was originally dedicated to World War II veterans. He noted that in the year 2000 the White House Millennium Council designated the CRHT as a Millennium Trail (a copy of this designation was provided by Kathleen Hayden, and is attached hereto as Exhibit A). Mr. Peabody said that the public owns the easement on which the CRHT is located; therefore, he believed it to be improper for the District to construct barriers or remove signage placed there by the public.

Chair MacKenzie said that since the Alexandra Stehl, California State Parks Statewide Trails Manager, is going meet with staff in February or March 2020 regarding the CRHT, it was timely to hear from the public on this matter. She said that the comments presented were enlightening, and she thanked all in attendance. Chair MacKenzie said that this matter will be considered again by the Committee after the staff's meeting with Ms. Stehl.

**7. COMMENTS BY COMMITTEE MEMBERS**


No committee member comments were presented.

**8. ADJOURNMENT**

There being no further business to come before the Committee, at 2:39 p.m. Chair MacKenzie adjourned the meeting.

  
\_\_\_\_\_  
Jo MacKenzie, Chair

ATTEST:

  
\_\_\_\_\_  
Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



**WARNER RANCH COMMITTEE  
STAFF REPORT**

**Agenda Item: 5**

**Meeting Date: January 29, 2020  
Prepared By: Don Smith  
Approved By: Brett Hodgkiss**

**SUBJECT:** TAYLOR GRAZING LICENSE AGREEMENT

**RECOMMENDATION:** Consider options for the disposition of the lands that are part of the Taylor Grazing License Agreement.

**PRIOR BOARD ACTION:** The Board has approved previous 5-year leases/licenses with Charles Chester Taylor and/or Michal Taylor on October 3, 1990, September 20, 1995, August 16, 2000, February 1, 2006, and February 16, 2011.

**FISCAL IMPACT:** This license has generated \$1,650.00 per year income.

**SUMMARY:** The Taylor Grazing License Agreement is limited to 15 mature cattle on approximately 95 acres of District land south of Highway 76 and east of Highway 79 (see Exhibit A at the end of the License Agreement, attached). The former licensee (Michael Taylor) passed away on August 25, 2019, and two parties, one of which would also like to use a portion of the premises for limited container farming in addition to grazing, have expressed interest in executing a license agreement with the District for the use of said 95 acres. The unique characteristics of this grazing location (e.g. access to water, existing fencing, changes to cattle grating on East Loop Road and impacts on adjacent parcels) warrant further discussion and consideration before deciding whether to enter into a new grazing license agreement.

**DETAILED REPORT:** Prior to 1990, the Taylor pasture was part of the District's primary grazing lease. Because of its limited size, discontinuity with the majority of District pasturage, and limited water availability, previous primary lessees had sublet the Taylor pasture to Charles Chester Taylor who owned adjoining land to the south the Taylor pasture. Starting in 1990, the Taylor pasture has been excluded from the primary grazing lease and the District has executed grazing leases/licenses with Taylors directly.

The annual rent for the Taylor pasture was fixed at \$1,200 between 1990 and 2005. In 2006, annual rent was adjusted to \$1,500 per year to reflect adjustments in rent made to the Hettinga Grazing Lease. In 2016, annual rent was adjusted to \$1,650 per year.

**ATTACHMENT:** Taylor Grazing License Agreement

# GRAZING LICENSE AGREEMENT

MICHAEL J. TAYLOR

This License Agreement ("License") is made and entered into as of 12-21-15, 2015, by and between the VISTA IRRIGATION DISTRICT, a political subdivision of the State of California organized under the Irrigation District Law, California Water Code Section 20500, et seq. ("VID"), and MICHAEL J. TAYLOR, as Licensee ("Licensee").

## PART I

### FUNDAMENTAL LICENSE TERMS

**1.1 License:** VID hereby issues to Licensee a License to enter upon the following real property owned by VID, for the purpose or activity specified in Paragraph 1.1.2:

**1.1.1 Licensed Property:** Approximately 95 acres, located on the Warner Ranch, generally south of Highway 76 and west of Highway 79, as depicted on the map attached hereto as Part IV and incorporated herein by this reference ("Premises").

**1.1.2. Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the pasturage and grazing of cattle.

**1.2 Term:** This License shall commence on January 1, 2016 ("Commencement Date") and shall continue to and terminate at 11:59 p.m. local time on December 31, 2020 ("Expiration Date"). This License and the Licensee's rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both VID and the Licensee. Notwithstanding the foregoing or any other provision of this License, either VID or Licensee may terminate this License with or without cause, or for any reason, at any time, by giving the other party a sixty (60) days written notice of termination.

**BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW VID TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.**

Licensee: MJT

**1.3 License Consideration:** Consideration for the issuance of this License is One Thousand Six Hundred and Fifty Dollars (\$1,650.00) per year or fraction thereof in the event this lease is terminated as herein set forth (License Fee). The License Fee shall payable in advance, on January 1st of each license year.

**1.4 Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions

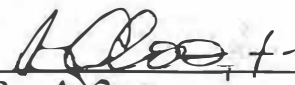

of Part II ("General Provisions"), to VID at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

**1.5 Attachments:** This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises

**1.6 Integration:** This License represents the entire understanding of VID and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p><b>VISTA IRRIGATION DISTRICT</b></p>          <p>By: <u></u> Roy A. Coox General Manager</p>	<p><b>MICHAEL J. TAYLOR</b> An individual</p> <p>By: <u></u> Name: <u>MICHAEL J TAYLOR</u> Title: <u>LICENSEE</u></p> <p><b>Licensee Information:</b></p> <p>Address for Notices: 28202 Highway 76 Santa Ysabel, CA 92070</p> <p>Telephone Number: (858) 395-6336 (mobile) Alternate Number: (760) 445-9897 (home)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## PART II

### GENERAL LICENSE PROVISIONS

#### 2.1 Payment of License Fee

2.1.1 Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "VISTA IRRIGATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to VID at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2 No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by VID of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by VID modifying this License or a waiver of VID's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and VID shall accept all checks and payments from Licensee without prejudice to VID's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

#### 2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due VID is not received by VID within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to VID. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and VID hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that VID will incur by reason of Licensee's late payment.

2.2.3 Acceptance by VID of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and



delinquent payment, or in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.3 Use of Premises

2.3.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of VID.

2.3.1.2 Lessee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by VID, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 VID or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this License by VID shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by VID, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein

from a company or companies acceptable to VID, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to VID), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to VID and contain the following separate endorsements:

(a) "The Vista Irrigation District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Vista Irrigation District, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

2.4.3 Evidence of Coverage: Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form

CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Licensee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.4.4 Review of Coverage: VID shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of VID, the insurance provisions in this License do not provide adequate protection for VID, VID shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. VID's requirements shall not be unreasonable, but shall be adequate in the sole opinion of VID to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5 Deductibles: Any and all deductibles must be declared and approved by VID prior to execution of this License.

2.4.6 License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with VID.

## 2.5 Indemnification

2.5.1 VID not Liable: VID shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent, contractor or volunteer of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of VID, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold VID, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments,

attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor or volunteer of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of VID, and/or acts for which the VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID. In connection therewith:

2.5.2.1 Licensee shall defend and hold VID, its officers, employees, agents, representatives and volunteers, harmless from any and all Claims, whether caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of VID, its officers, employees, agents, or representatives; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or VID covering any Claim, and hold and save VID harmless therefrom, whether such Claim was caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID.

2.5.2.3 In the event VID is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to VID any and all costs and expenses incurred by VID in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

## 2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship: VID and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between VID and Licensee.

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, VID, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of VID, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of VID's Title: Licensee hereby acknowledges the title of VID in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist VID's title to the Premises.

2.6.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify VID and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that VID shall have no responsibility therefor.

#### 2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the

Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to VID. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 VID hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 VID reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the water supply of the watershed of Lake Henshaw, and any other work necessary to the functions or purposes of VID, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases VID from, and covenants not to sue VID for, any such liability. VID further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8 Waiver of Claims: As a material part of the consideration to VID under the License, Licensee hereby waives any and all claims that it may have against VID during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at VID's opinion, be deemed to have been abandoned and transferred to VID. VID shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and VID shall have no duty to account for such property. Licensee agrees to reimburse VID for any and all costs associated with VID transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without

reliance upon any representation by VID, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither VID, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should VID be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to VID its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.14 Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to VID hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that VID makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that VID shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than VID and Licensee.

2.6.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.



2.6.17 VID's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of VID in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

## 2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of VID in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of VID and in compliance with all applicable laws.

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to VID within ten (10) days of Licensee's receipt of a statement of such costs from VID. Any such maintenance, repair or replacement by or on behalf of VID shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.8 Miscellaneous

2.8.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to VID:

VISTA IRRIGATION DISTRICT  
1391 Engineer Street  
Vista, CA 92081-8836  
Attn: General Manager

If to Licensee:

To such name and address set forth for Licensee in Part I of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority: Each officer of VID and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both VID and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, VID, Licensee, and their respective successors and assigns.

2.8.7 Re-Entry: No entry or re-entry into the Premises by VID shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by VID to Licensee. VID's entry into possession of the Premises without having elected to terminate shall not prevent VID from making such an election and giving Licensee notice thereof.

2.8.8 Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

**[END GENERAL LICENSE PROVISIONS]**

**PART III**

**SPECIAL LICENSE PROVISIONS**

3.1 Additional Conditions of Use: The following are added to Paragraph 2.3.1 of this License, as additional conditions to the use of the Premises:

2.3.1.5 Licensee shall coordinate all activity on the Premises with VID's Water Resources Department.

2.3.1.6 A maximum of 15 mature cattle may be retained on the Premises at any given time. In addition, calves born to these cattle may graze on the premises through their first year without being counted towards the 15 mature animal limit. Notwithstanding this limitation, Licensee shall not overgraze the Premises. Licensee shall conduct all operations contemplated under this agreement in accordance with good and accepted agronomic and environmental practices.

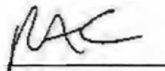
2.3.1.7 Licensee shall not build any structures of any character upon the Premises. All fencing and gates on the Premises shall be maintained by the Licensee in proper working order.

3.2 Paragraph 2.4.1.2(a) of this License is modified to specify a "Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property."

3.3 Paragraph 2.4.1.3 of this License is modified to require the Licensee to provide evidence of personal automobile liability coverage per the requirements of the State of California.

Initial:

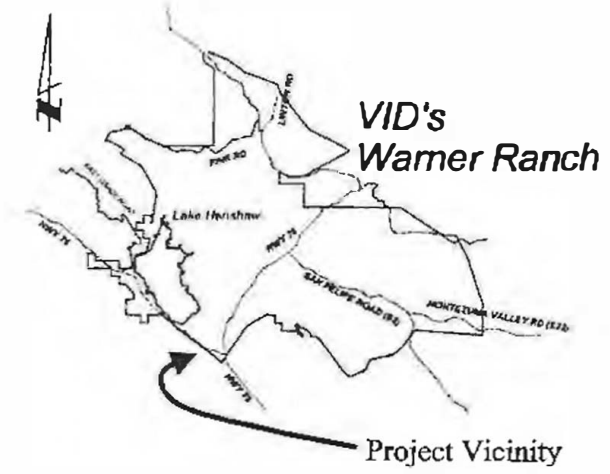
  
\_\_\_\_\_  
Licensee

  
\_\_\_\_\_  
VID

**[END SPECIAL LICENSE PROVISIONS]**

**PART IV**

**Map of the Premises**



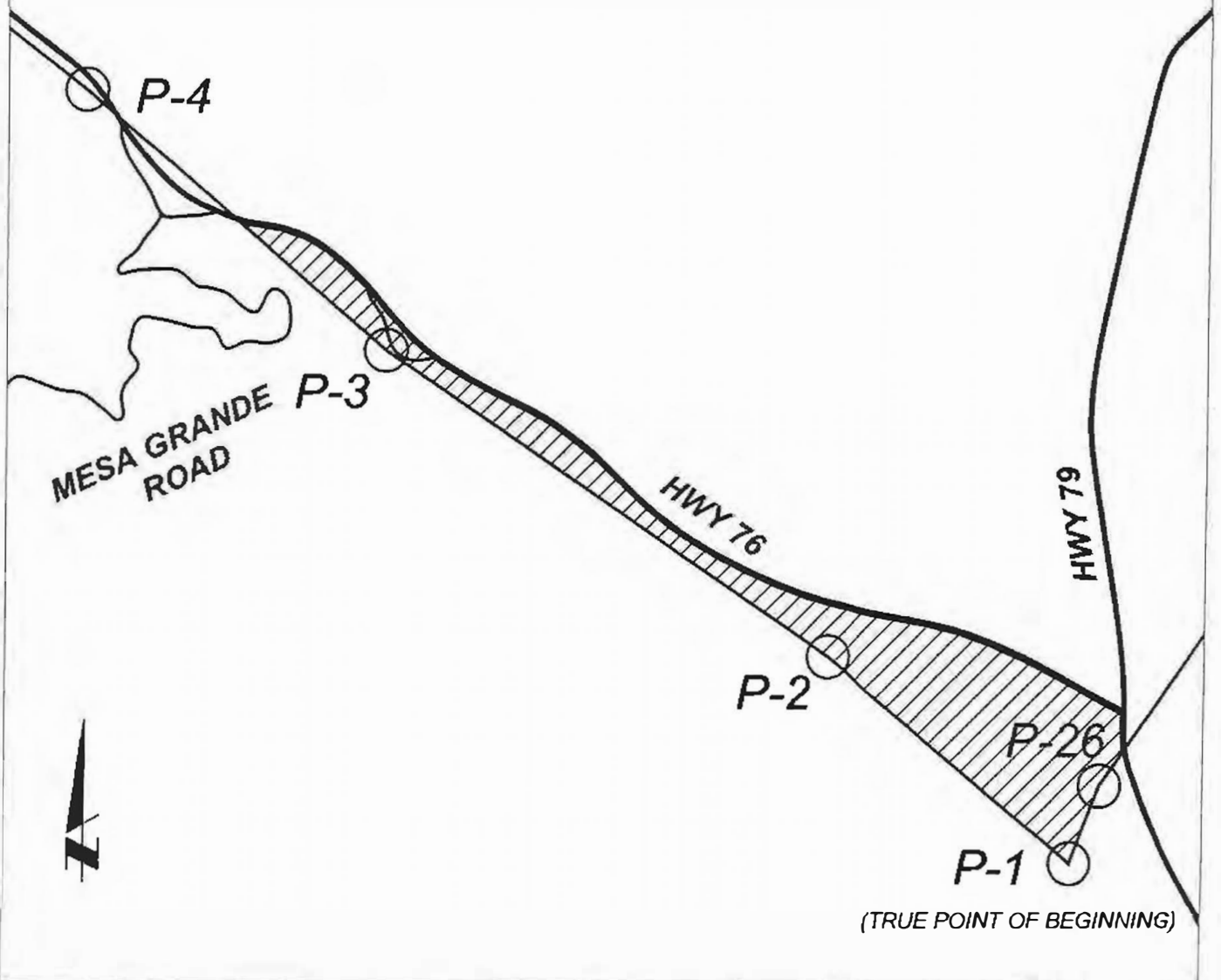
See Exhibit A, attached, for License Premises

**LICENSE PREMISES**

(Portion of APN 193-080-30)

All that portion of RANCHO VALLE DE SAN JOSE, in the County of San Diego, State of California, as per Patent issued by the United States of America to Sylvestre de la Portilla, dated January 10, 1880 and recorded in the Office of the County Recorder of San Diego County, February 20, 1880 in Book 2, page 84 of Patents, and as shown on Record of Survey No. 7740, filed in the Office of the County Recorder of San Diego County, March 1, 1973, described as follows:

Beginning at Corner P1 of said Rancho being the TRUE POINT OF BEGINNING; thence along the boundary of said RANCHO the following courses and distances, North 50°18'30" West, 2840.74 feet to Corner P2, North 55°22'15" West, 4748.60 feet to Corner P3 and North 48°49'48" West to a point lying between Corners P3 and P4 at the intersection with the southwesterly right-of-way line of State Highway 76; thence southeasterly along said right-of-way line to the intersection with the westerly right-of-way line of State Highway 79; thence southerly along said right-of-way line to the intersection of the boundary line of said RANCHO lying between Corners P25 and P26; thence southwesterly along said boundary line to Corner P1 and the TRUE POINT OF BEGINNING.



**Exhibit A - Taylor Pasture Grazing License**



**WARNER RANCH COMMITTEE  
STAFF REPORT**

**Agenda Item: 6**

**Meeting Date: January 29, 2020**  
**Prepared By: Don Smith**  
**Approved By: Brett Hodgkiss**

SUBJECT: CALIFORNIA RIDING AND HIKING TRAIL

RECOMMENDATION: Receive status report on the California Riding and Hiking Trail (CRHT) across District land.

PRIOR BOARD ACTION: On November 22, 1949 and July 24, 1962, the Board approved two separate license agreements giving the State of California (State) access to certain portions of the Warner Ranch for the purpose of constructing and maintaining the CRHT. On October 15, 2008, the Board authorized the General Manager to send a letter to the County of San Diego (County) expressing conceptual support for the re-establishment of the CRHT across District land.

FISCAL IMPACT: None.

SUMMARY: Since the State and County made their presentation to the Board in October 2008, the County has determined that they have inadequate resources to assume responsibility for all of the CRHT alignment within the County and have instead focused their efforts of specific reaches of the trail considered to have high value. Heretofore, the County has not identified the portion of the CRHT that crosses District lands as a high value asset.

In recent discussions with a representative for State Parks, the State represents that they are interested in maintaining public access to as much of the CRHT as possible, but that they too have inadequate resources to manage or maintain most of the historic alignment of the CRHT. State Parks staff assigned to manage CRHT issues plans to visit San Diego County in February or March of this year, and District staff intend to meet with State Park staff at that time.

DETAILED REPORT: District staff take the position that the license agreements issued to the State in 1949 and 1962 have terminated due to neglect as provided for in those agreements. Therefore, CRHT reaches located on District land are no longer available for public use. Certain members of the public fail to recognize the limited nature of the District's license agreements and attempt to maintain public access to the historic CRHT alignment without authorization of the State or District.

ATTACHMENTS:

District Letter of Support dated October 15, 2008  
Map of Public Trails across Warner Ranch  
November 22, 1949 Agreement  
July 24, 1962 Agreement



1391 Engineer Street • Vista, California 92081-8836  
Phone (760) 597-3100 • Fax: (760) 598-8757  
[www.vid-h2o.org](http://www.vid-h2o.org)

October 15, 2008

Maryanne Vancio  
County Trails Coordinator  
County of San Diego  
9150 Chesapeake Drive, Suite 200  
San Diego, CA 92123

**Subject: Vista Irrigation District Support for the  
California Riding and Hiking Trail**

Dear Ms. Vancio:

Thank you for bringing to our attention that portion of the historic California Riding and Hiking Trail alignment which crosses the Warner Ranch lands owned by the Vista Irrigation District (District). We understand that the County of San Diego (County) proposes to restore and integrate this trail as major north-south connection with many other regional trails in San Diego County. California State Parks has had agreements with the District in the past that gave permission for the use of certain District lands for the purpose of allowing access via this trail to the public. It is our understanding that California State Parks is proposing to convey all rights-of-way for the California Riding and Hiking Trail within San Diego County to the County for the operation and management of this public resource.

We understand that the majority of the historic California Riding and Hiking Trail alignment crossing District lands utilizes existing ranch roads and trails. We also understand that a portion of the historic trail alignment has been encroached upon by vegetation to a non discernable state which would need to be reconstructed prior to opening for public use.

You have requested that the District express its conceptual support for the re-establishment of the California Riding & Hiking Trail generally through the historic route on VID property both north and south of the Warner Springs Resort. This re-establishment will include a new agreement with the County identifying routes, trail management and liability issues.

We have discussed this matter with our Board of Directors and they have authorized me to express the District's conceptual support of your request for the re-establishment of this historic trail through the lands of the Vista Irrigation District, subject to the negotiation of a new agreement with the County that provides for adequate management and indemnification in a mutually acceptable alignment.

Board of Directors

Jo MacKenzie, *President*  
Paul E. Dorey  
Joseph T. Jewell III  
Robert R. Mendez  
Howard S. Williams

Administrative Staff

Roy A. Coox  
*General Manager*  
Eldon L. Boone  
*Assistant General Manager / Treasurer*  
Lisa R. Soto  
*Board Secretary*



Maryanne Vancio  
October 15, 2008  
Page 2 of 2

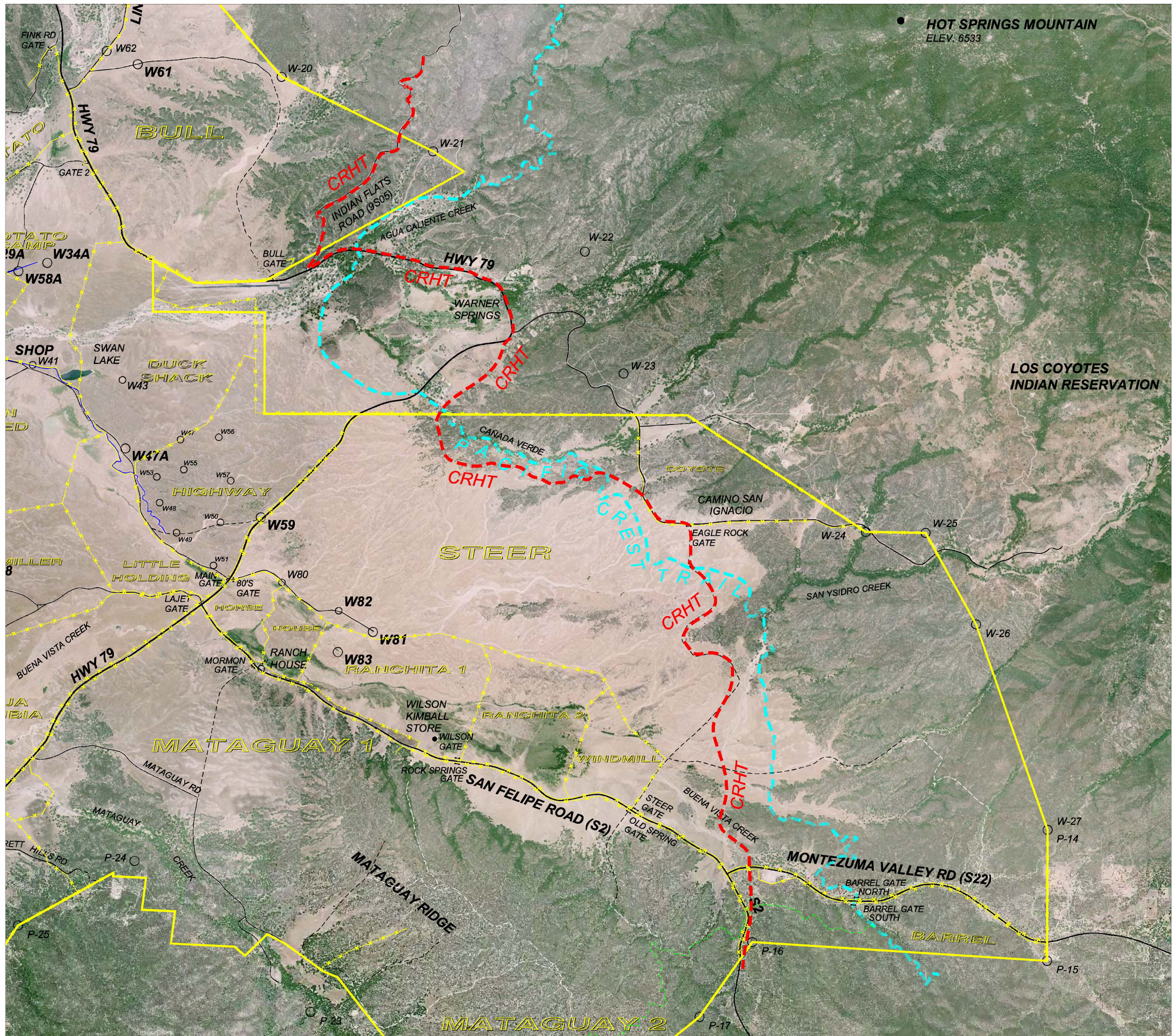
We look forward to working with the State and County on this important project and wish you all the best as you undertake the formidable task of reassembling the rights-of-way for this significant historic trail.

Very truly yours,

A handwritten signature in black ink, appearing to read "Roy A. Coox". The signature is fluid and cursive, with a prominent initial "R" and a long horizontal stroke at the end.

Roy A. Coox  
General Manager

c: Don A. Smith, Director of Water Resources



HOT SPRINGS MOUNTAIN  
ELEV. 6533

Scale: 1"= 4,000'

--- Pacific Crest Trail  
--- California Riding & Hiking Trail

# Major Public Trails on the Warner Ranch

300-546

**PARK COMMISSION**

JOSEPH R. KNOWLAND, CHAIRMAN  
OAKLAND  
LEO CARRILLO  
SANTA MONICA  
GEORGE WALDNER  
FERNDALE  
CHARLES KASCH  
UKIAH  
GEORGE A. SCOTT  
SAN DIEGO

EARL WARREN  
GOVERNOR



WARREN T. HANNUM  
DIRECTOR OF NATURAL RESOURCES

A. E. HENNING  
EARL F. HANBOM  
CHIEF, DIVISION OF BEACHES  
AND PARKS

STATE OF CALIFORNIA

**Division of Beaches and Parks**

Department of Natural Resources

STATE OF CALIFORNIA  
DIVISION OF BEACHES AND PARKS

April 25, 1950

BRANCH OFFICES

1152 MARKET STREET  
SAN FRANCISCO 2  
534 DOUGLAS BLDG  
257 SO. SPRING STREET  
LOS ANGELES 12



COAST REDWOOD  
TALLEST KNOWN TREE IN  
THE WORLD, 384 FT. HIGH  
PRESERVED IN HUMBOLDT  
STATE PARK

Vista Irrigation District  
Vista  
California

Re: Tract 73  
San Diego County  
Riding & Hiking Trails

Attention Mr. Yackey

Gentlemen:

Enclosed please find your copy of the permit for the Riding and Hiking Trail you granted the State of California signed by the proper officials of the State.

This Department wishes to thank you for your cooperation in this matter and sincerely hope that it will be to the mutual benefit of all concerned.

Yours very truly,

JOHN A. HENNESSEY  
Supervising Land Officer

By: *Otto C. Born*  
OTTO C. BORN  
Land Officer

oob-r  
cc-eph  
cc-saoto  
enc.

*MM*



Project Name Riding and Hiking

Tract Number 73

County San Diego

AGREEMENT

(Right of Way Form prepared by Attorney General's Office and approved by the Department of Finance)

THIS AGREEMENT, executed in quadruplicate the second day of November 1949, by and between VISTA IRRIGATION DISTRICT

of the County of San Diego, State of California, hereinafter called the Licensor, and the State of California, through its Chief of Division of Beaches and Parks, with the approval of the Director of the Department of Natural Resources and the Director of the Department of Finance, hereinafter called the Licensee;

WITNESSETH: That in consideration of the mutual undertaking, promises, agreements and the mutual benefits to accrue to the parties hereto for themselves, their heirs, successors and assigns, mutually agree as follows:

The Licensor being the legal owner or the lawful authorized agent for the owner of the following described real property, situate, lying and being in the County of San Diego, State of California, and more particularly described as follows, to wit:

Fractional Sections 20, 17 and 18 of Rancho Valle de San Jose in Township 11 South, Range 4 East, SBB&M; fractional Sections 7 and 6 in Township 11 South, Range 4 East, SBB&M; fractional Section 31 in Township 10 South, Range 4 East, SBB&M, fractional Sections 36, 35, 22, 23 and 14 in Township 10 South, Range 3 East, SBB&M of Rancho San Jose del Valle.

does hereby license to the Licensee an easement or right of way for the purpose of constructing, maintaining, and using a segment of the "California Riding and Hiking Trail", as authorized by the California Riding and Hiking Trails law. Said right of way being a strip of land 20 feet

in width, the center line of which is described as follows, to wit:

Beginning at a point in the southwest boundary line of Rancho Valle de San Jose 100 feet, more or less, southwesterly from the said Rancho corner number 16, said point of beginning being in Lot 4 of Section 20, Township 11 South,

Range 4 East, SBB&M; thence northerly to the junction of the San Felipe Road and the Montezuma Valley Road; thence northerly and northwesterly over and upon an abandoned dirt road, as said road enters Rancho San Jose del Valle 500 feet, more or less, westerly from the southeast corner of Fractional Section 7 of Rancho San Jose del Valle, Township 11 South, Range 4 East, thence continuing northerly over and upon said road as it meanders across said Fractional Section 7; thence northerly to the junction of the now traveled dirt road; thence over and upon said road in a generally northerly direction meandering through said fractional Sections 6 and 31 to the intersection of the Los Coyotes Indian Reservation Road, said intersection being in the Southwest Quarter of fractional Section 31, Township 10 South, Range 4 East, SBB&M, a total distance of 4.2 miles; thence northwesterly over and upon said Indian Reservation Road a distance of .7 mile, more or less; thence leaving said Indian Reservation Road in a westerly and northwesterly direction over and upon an existing ridge route trail as said trail traverses fractional Section 36 to the northerly line of the Northwest Quarter of Fractional Section 35 in Township 10 South, Range 3 East, SBB&M, being a distance of 1.5 miles, more or less, from the said Indian Reservation Road to the northerly line of the Northwest Quarter of said fractional Section 35.

Also beginning at the intersection of the Lost Valley Forest Service Truck Trail with the northwesterly boundary line of the Warner Resort Company, Inc. land, as said boundary line traverses the South Half of fractional Section 22 in Township 10 South, Range 3 East, thence northeasterly over and upon said Truck Trail as it traverses said fractional Sections 22 and 23 to the northeasterly boundary line in fractional Section 14 of the said Rancho San Jose del Valle.

It is understood and agreed that the center line of the trail or roadway as constructed, will be the center line of the said 20 foot easement and right of way.

The Licensee shall have the right of ingress upon, along and within said property, easement or right of way, necessary for all purposes connected with the proper construction, maintenance, use, operation, repair, reconstruction and patrolling thereof, for all of the purposes and uses herein specified, and the Licensee shall, at its own cost, keep said easement or right of way in good repair. This license shall be effective only so long as said easement or right of way shall be used for the purposes above enumerated by the Licensee, and so long as the same shall be maintained and kept in repair by the Licensee, and all rights conveyed hereunder shall revert to the owner of the land if and when the said use shall be abandoned or discontinued for a period of two or more years.

It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

This agreement may be terminated or amended by mutual consent of the parties hereto and is made on condition

The permittor has the right to amend or terminate this agreement at the expiration of 5 years from date hereof, by giving permittee ninety days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

P. J. Becker  
W. W. Y. Y. Y. Y.

STATE OF CALIFORNIA

By \_\_\_\_\_  
Director, Department of Natural Resources

Earl P. Hanson  
Deputy Chief, Division of Beaches and Parks

300-546

EDMUND G. BROWN  
GOVERNOR OF  
CALIFORNIA

WILLIAM E. WARNE  
ADMINISTRATOR  
RESOURCES AGENCY

EDWARD F. DOLDER  
Chief  
Division of Beaches and Parks

CHARLES A. DeTURK  
Director of  
Parks and Recreation



THE RESOURCES AGENCY OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
**DIVISION OF BEACHES AND PARKS**

217 WEST FIRST STREET, LOS ANGELES 12

December 28, 1962

Mr. L. R. Burzell  
General Manager and Chief  
Engineer  
Vista Irrigation District  
P. O. Box 1088  
Vista, California

Dear Mr. Burzell:

Vista Irrigation District  
Tract V-2-SD  
San Diego County  
Riding and Hiking Trails

Enclosed for your records is a copy of AGREEMENT as approved by the State and stamped by the County Recorder's office.

This office wishes to extend its appreciation to your organization for giving the State permission to use a segment of your property for riding and hiking trail use.

Sincerely yours,

*psk*

*S. R. Brecher*  
S. R. Brecher  
Land Agent

SRB:scj  
Enclosure

cc: Powell

*Noted PWB 1/2/63*  
*LANS — B.*  
*Clare added to the file.*

Project Name Vista Secondary Trail  
~~Tract~~ ~~Subject~~ No 4-2-60 County San Diego

AGREEMENT

(Right of Way Form prepared by Attorney General's Office and approved by the Department of Finance)

THIS AGREEMENT, executed in quadruplicate the 30th day of July 1962, by and between Vista Irrigation District

1103

of the County of San Diego, State of California, hereinafter called the Licensor, and the State of California, through its Chief of Division of Beaches and Parks, with approval of the Director of the Department of ~~Parks and Recreation~~ Parks and Natural Resources and the Director of the Department of Finance, hereinafter called the Licensee;

Witnesseth: That in consideration of the mutual undertaking, promises, agreements and the mutual benefits to accrue to the parties hereto, and subject to the conditions herein contained, the parties hereto for themselves, their heirs successors and assigns, mutually agree as follows:

The Licensor being the legal owner or the lawful authorized agent for the owner of the following described property situate, lying and being in the County of San Diego State of California, and more particularly described as follows, to wit:

Tracts San Jose del Valle according to the Map thereof No. 794 filed in the office of the County Recorder March 14, 1895, patented to J. J. Wagner by a patent issued by the United States of America to J. J. Wagner, dated January 16, 1880, and recorded February 23, 1880, in Book 2, Page 11 of Patents, and estimated to contain 26,686.93 acres.

does hereby license to the Licensee an easement or right of way for the purpose of constructing, maintaining, and using a segment of the "California Riding and Hiking Trail", as authorized by the California Riding and Hiking Trails law, over and across the above described property. Said easement or right of way



will traverse the above described premises according to the following general courses and distances, to wit:

Said right of way being a strip of land 20 feet in width, the center line of which is described as follows, to wit: Beginning at the intersection of the East line of Section 12, Township 10 South, Range 2 East, San Bernardino Meridian, and the Palomar Divide Truck Trail; thence northeasterly along the center line of said truck trail and following the meanderings thereof to State Highway 79; thence continuing and meandering northeasterly from said point to the northeasterly boundary of Rancho San Jose del Valle at or near its intersection with the San Luis Rey River. It is understood and agreed that the center line of the trail or roadway, as constructed, will be the center line of said 20-foot easement and right of way.

The Licensee shall have the right of ingress upon, along and within said property, easement or right of way, necessary for all purposes connected with the proper construction, maintenance, use, operation, repair, reconstruction and patrolling thereof, for all of the purposes and uses herein specified, and the Licensee shall, at its own cost, keep said easement or right of way in good repair. This license shall be effective only so long as said easement or right of way shall be used for the purposes above enumerated by the Licensee, and so long as the same shall be maintained and kept in repair by the Licensee, and all rights conveyed hereunder shall revert to the owner of the land if and when the said use shall be abandoned or discontinued for a period of two or more years.

It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

This agreement may be terminated or amended by mutual consent of the parties hereto and is made on condition

The permitter has the right to amend or terminate this agreement at the expiration of five years from date hereof by giving permittee ninety days written notice.

In Witness Whereof, The parties hereto have executed  
this agreement the day and year first above written.

VISTA IRRIGATION DISTRICT

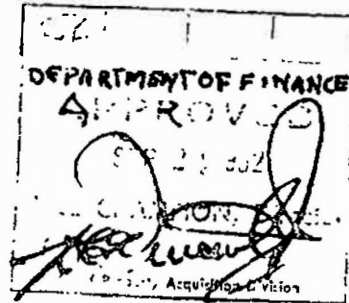
By *Thos Adams*  
President

By *P. W. Bayley*  
Secretary

STATE OF CALIFORNIA

By *Frank S. [Signature]* Director  
Department of ~~Public Works and Services~~  
Parks and Recreation

*Earl P. Hanson* ~~Deputy~~ Chief  
Division of Beaches and Parks



ACKNOWLEDGEMENT - CORPORATION

State of.... California.....)
County of... San Diego.....) ss.

On this... 24th... day of... July... in the year
one thousand nine hundred and... sixty-two..., a Notary Public in
and for the County of... San Diego..., State of... California
..., residing therein, duly commissioned and sworn, per-
sonally appeared... Thomas J. Adams...
...and... L.R. Burrell... known to
me to be the... President... and... Secretary...
respectively, of the corporation described in and that executed
the within instrument, and also known to me to be the person...
who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal at my office in the... County
of... San Diego... the day and year in this certificate first
above written.

FILE/PAGE NO. 216260
RECORDED REQUEST OF
STATE OF CALIFORNIA

DEC 19 12 07 PM '62

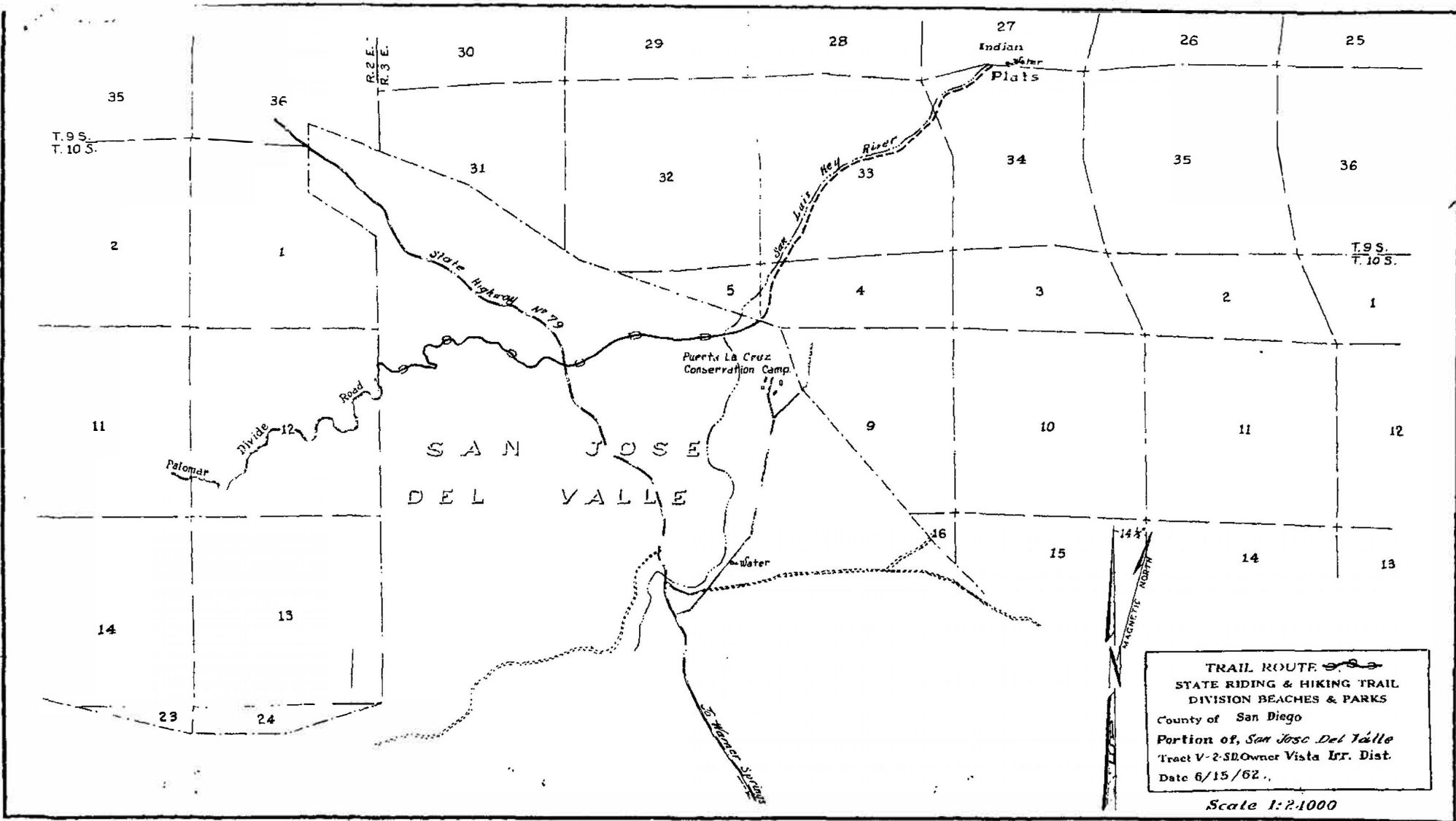
SERIES 3 BOOK 1962
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER

NO FEE

Elsie H. Crenshaw
NOTARY PUBLIC in and for the County
of San Diego, State of California
State of

(Seal)

My commission expires... My Commission Expires March 31, 1963





THE WHITE HOUSE MILLENNIUM COUNCIL

*designates as a*

MILLENNIUM TRAIL

*California Biding & Hiking Trail*

*In recognition of efforts to bring the community together to  
"Honor the Past—Imagine the Future," by developing a trail that  
connects people to their land, their history and their culture.*

*Hillary Rodham Clinton*