



DELANO & DELANO

June 14, 2016

VIA E-MAIL & U.S. MAIL

John Helmer, Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Safari Highlands Ranch Project (SUB 15-0019, ENV 15-0009): Zoo Road

Dear City of Escondido:

This letter is submitted on behalf of San Pasqual Valley Preservation Alliance in connection with the proposed Safari Highlands Ranch project ("Project"). In a response to a comment by the City of Escondido about the use of Zoo Road, Safari Highlands Ranch claims that a 1973 settlement agreement provides it with "all of the elements we believe we need to utilize this roadway as gated emergency access." Safari Highlands Ranch claims "the City of SD has already granted the right to widen and improve Zoo Road."

However, a review of the settlement agreement reveals a very different story. It is correct, as the response from Safari Highlands Ranch claims, that the settlement agreement states, at Paragraph 4: "The entire length of West Zoo Road ... may be widened and improved to the extent necessary to permit development of Plaintiff's property" But Safari Highlands Ranch's response leaves out two important elements.

For one thing, the rest of that sentence states "... consistent with present County LC zoning." A similar caveat is found in Paragraph 5 of the settlement agreement, which states: "City and Society further warrant and agree that they shall not interpose any official or unofficial objection to development of Plaintiff's property provided that said development is consistent with the standards of the County L.C. zone." Since the project proposed by Safari Highlands Ranch is not consistent with County of San Diego zoning (indeed, that is precisely why the project proposes to annex into the City of Escondido), the allowance for "widen[ing] and improve[ing]" West Zoo Road is inapplicable.

But there is an additional reason the applicant's reliance upon the 1973 settlement agreement is misplaced. Paragraph D of the agreement notes that the parties desired to "provide for the orderly development of the area while minimizing detrimental effects to the operation of the San Diego Wild Animal Park which may be incidental to

EVERETT L. DELANO III
Admitted in California and Colorado

M. DARE DELANO
Admitted in California and New York

220 W. Grand Avenue
Escondido, CA 92025

(760) 510-1562 :: Office
(760) 510-1565 :: Fax

City of Escondido

June 14, 2016

Page 2 of 2

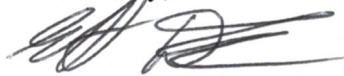
such development.” And Paragraph E states: “All parties to this Settlement Agreement recognize that the key element of the ultimate solution to this problem is the construction of an alternate route to Plaintiff’s properties which avoids the Park altogether.”

Accordingly, Paragraph 1 of the settlement agreement provides (emphasis added): “City and Society shall execute easements of access over West Zoo Road ... to each of the Plaintiffs Said easements shall terminate automatically and quitclaim deeds shall be executed by Plaintiffs ... quitclaiming any interest in said easements as soon as the proposed Rockwood Road ... has been completed and accepted by the County Engineer.”

Since Rockwood Road has been completed and accepted to the Plaintiffs’ property, Safari Highlands Ranch no longer has any interest in or right to utilize Zoo Road.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Everett DeLano', with a stylized, flowing script.

Everett DeLano

cc: Myra Herrmann, Planning Dept., City of San Diego
Joe Farace, Advance Planning Division, County of San Diego
Robert M. McClure, San Diego Zoo Safari Park