

ORDINANCE NO. 3505

ORDINANCE OF THE CITY OF CHULA VISTA APPROVING
THE SECOND AMENDMENTS TO THE DEVELOPMENT
AGREEMENTS BETWEEN THE CITY OF CHULA VISTA AND
HOMEFED VILLAGE III MASTER, LLC AND HOMEFED
OTAY LAND II, LLC AND OTAY LAND COMPANY, LLC
AND HOMEFED VILLAGE 8, LLC

I. RECITALS

A. Project Site

WHEREAS, the area of land that is the subject of this Ordinance is diagrammatically represented in Exhibit A attached hereto and incorporated into this Ordinance, and commonly known as Village 3 (Escaya), and for the purpose of general description herein consists of 484.6 acres within the Otay Ranch Planned Community (Project Site); and

B. Project; Application for Discretionary Approvals

WHEREAS, a duly verified application was filed with the City of Chula Vista Development Services Department on May 29, 2020 by HomeFed Village III Master, LLC/FlatRock Land Company, LLC (the "Applicant" or "Owner") requesting approval of the Village 3 and a Portion of Village 4 Sectional Planning Area (SPA) Plan amendment to expand the boundary of the SPA to include parcel R-20 (a.k.a. the "FlatRock" parcel) and rezone three parcels from professional & office, medium residential and light industrial to "High Residential," "Medium-High Residential," and "Medium-High Residential," respectively, redistribute residential unallocated, unused and transfer units (418 units) among Village 3 parcels; and

WHEREAS, due to proposed amendments in the expanded boundary, proposed modifications in zoning and resulting increase in Village 3 units, therefore require modifications to the Development Agreement between the City of Chula Vista and HomeFed Village III Master, LLC and HomeFed Otay Land II, LLC approved by Ordinance No. 2700 (City Clerk Document No. C097-014) and first amendment on January 14, 2015, recorded as Document No. 2015-0015682 with the San Diego County Recorder's Office; and

WHEREAS, this action further requires modifications to the Development Agreement between the City of Chula Vista and Otay Land Company, LLC and HomeFed Village 8, LLC recorded on May 12, 1997, as Document No. 1997-0219970 with the San Diego County Recorder's Office and first amendment on October 15, 2014, recorded as Document No. 2014-0446474 with the San Diego County Recorder's Office; and

C. Environmental Determination

WHEREAS, the City's Director of Development Services has reviewed the project for compliance with the California Environmental Quality Act (CEQA) and determined that the Village 3 and a Portion of Village 4 project is substantially covered in the previously certified Final Environmental Impact Report for the University Villages EIR (FEIR 13-01) (SCH #2013071077) and that the FlatRock parcel is substantially covered in the Otay Ranch Village 2, 3 and a Portion of 4 EIR (FEIR02-02) (SCH #2003091012), that only minor technical changes or additions to FEIR 13-01 are necessary, and that none of the conditions described in Section 15162 of the State CEQA Guidelines calling for the preparation of a subsequent document have occurred; therefore, the Director of Development Services has caused the preparation of an Addendum to FEIR 13-01 (IS20-0003) for consideration; and

WHEREAS, the City Council has considered the Addendum and hereby finds that the Addendum to the FEIR has been prepared in accordance with the requirements of CEQA, and the Environmental Procedures of the City of Chula Vista; and

D. Planning Commission Record of Application

WHEREAS, the Director of Development Services set the time and place for a public hearing on the project, and notice of the public hearing, together with its purpose, was given by its publication in a newspaper of general circulation in the City, and its mailing to property owners within 500 feet of the exterior boundary of the Project Site at least ten (10) days prior to the public hearing; and

WHEREAS, the Planning Commission held an advertised public hearing on April 28, 2021 on the project to adopt Resolution MPA20-00017 recommending that the City Council amend the Village 3 and a Portion of Village 4 SPA Plan, Tentative Maps (TMs), Public Facilities Financing Plan (PFFP), Fiscal Impact Analysis (FIA) and Development Agreements (DAs); and

WHEREAS, the proceedings and all evidence introduced before the Planning Commission at the public hearing on the Project and the Minutes and Resolution resulting therefrom, are incorporated into the record of this proceeding; and

E. City Council Record of Application

WHEREAS, the City Clerk set the time and place for a public hearing on the project and notices of said hearing, together with its purposes given by its publication in a newspaper of general circulation in the City, and its mailing to property owners within 500 feet of the exterior boundaries of the Project Site at least ten (10) days prior to the public hearing; and

WHEREAS, the duly noticed and called public hearing on the Project was held before the City Council in the Council Chambers in the City Hall, Chula Vista Civic Center, 276 Fourth Avenue, to receive the recommendations of the Planning Commission, and to hear public testimony with regard to the same.

II. NOW, THEREFORE, the City Council of the City of Chula Vista does hereby find, determine and ordain as follows:

A. CONSISTENCY WITH GENERAL PLAN

The City Council finds that the proposed amendment to the Village 3 and a Portion of Village 4 project (Village 3) SPA Plan and related documents are consistent with the City of Chula Vista General Plan. The General Plan envisions Village 3 as a vibrant transit-oriented mixed-use Village center serving the City and Otay Ranch master plan community.

B. APPROVAL OF PROPOSED AMENDMENTS

The City Council hereby approves the Second Amendment to the Development Agreement between the City of Chula Vista and HomeFed Village III Master, LLC and HomeFed Otay Land II, LLC as represented in Exhibit B attached hereto and incorporated herein by this reference and the Second Amendment to the Development Agreement between the City of Chula Vista and Otay Land Company, LLC and HomeFed Village 8, LLC as represented in Exhibit C attached hereto and incorporated herein by this reference.

III. EFFECTIVE DATE

This ordinance shall take effect and be in full force on the thirtieth day from and after its adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

Ordinance No. 3505

Page No. 4

Presented by

Approved as to form by

DocuSigned by:

 AA76E150450845D

 Tiffany Allen
 Director of Development Services

DocuSigned by:

 CE40650850444BE

 Glen R. Googins
 City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 13th day of July 2021, by the following vote:

AYES:	Councilmembers:	Cardenas, Galvez, Padilla, and Casillas Salas
NAYS:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	McCann

DocuSigned by:

 062BFD7C0386456

 Mary Casillas Salas, Mayor

ATTEST:

DocuSigned by:

 3074D104EAF342E...

 Kerry K. Bigelow, MMC, City Clerk

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO)
 CITY OF CHULA VISTA)

I, Kerry K. Bigelow, City Clerk of Chula Vista, California, do hereby certify that the foregoing Ordinance No. 3505 had its first reading at a regular meeting held on the 15th day of June 2021, and its second reading and adoption at a regular meeting of said City Council held on the 13th day of July 2021; and was duly published in summary form in accordance with the requirements of state law and the City Charter.

7/29/2021

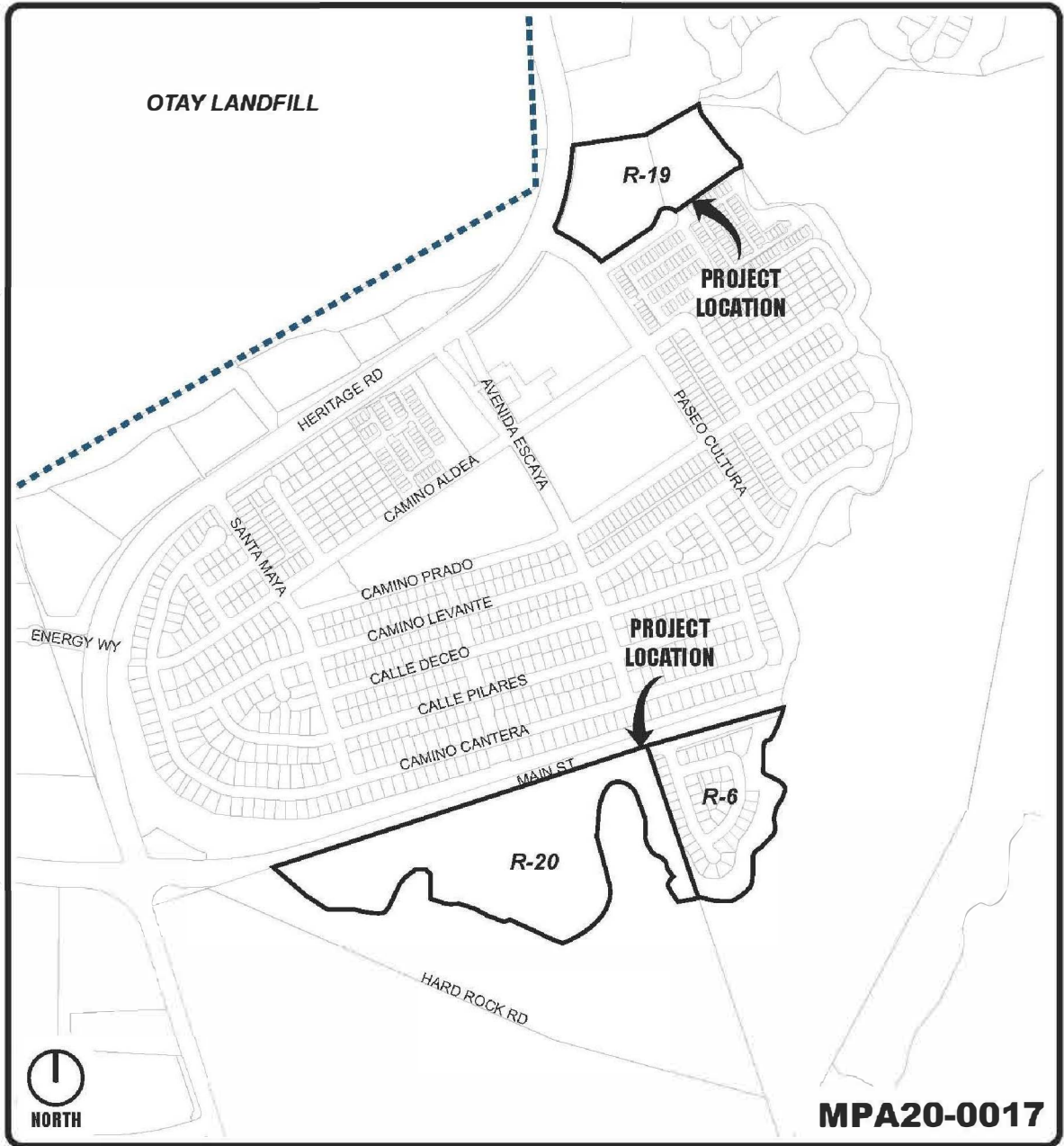
 Dated

DocuSigned by:

 3074D104EAF342E...

 Kerry K. Bigelow, MMC, City Clerk

Exhibit A Locator Map



CHULA VISTA DEVELOPMENT SERVICES DEPARTMENT			
LOCATOR NORTH	PROJECT APPLICANT: HomeFed Village III, LLC/FlatRock, LLC PROJECT ADDRESS: Village 3: R-6, R-19 & R-20	PROJECT DESCRIPTION: MISCELLANEOUS Project Summary: Village 3 SPA Amendment to expand boundary to include FlatRock parcel and change land use designation to high residential & change land use designation for two other parcels from office to high residential. Related cases: None	
	SCALE: No Scale	FILE NUMBER: MPA20-0017	

Exhibit B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CHULA VISTA
276 Fourth Ave.
Chula Vista, CA 91910

Attention: City Clerk

(Space Above For Recorder's Use)

**SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION
DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION DEVELOPMENT AGREEMENT (the "Second Amendment") is entered into and effective as of _____, 2021 (the "Effective Date"), by and between HOMEFED VILLAGE III MASTER, LLC, a Delaware limited liability company and HOMEFED OTAY LAND II, LLC, a Delaware limited liability company (the "Owner") and the CITY OF CHULA VISTA, a political subdivision of the State of California (the "City").

RECITALS

A. On or about March 18, 1997, City and SNMB, LTD. entered into that certain Amended and Restated Pre-Annexation Development Agreement ("Development Agreement") as approved by the City of Chula Vista by Ordinance No. 2700 and on file with the Chula Vista City Clerk's office as Document No. C097-014.

B. SNMB, LTD. subsequently transferred its interest in the Development Agreement to JJJ&K Investments Two, LLC, OV Three Two LLC and RR Quarry, LLC, which in turn transferred its interests in the Development Agreement to SSBT LCRE V, LLC, a Delaware limited liability company ("SSBT"). SSBT subsequently transferred its interest in the Development Agreement to HomeFed Village III, LLC, a Delaware limited liability company, which in turn transferred its interest in the Development Agreement to Owner. Said Owner's property being described on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

C. On or about December 16, 2014, City and Owner entered into that certain First Amendment to Restated Amended Pre-Annexation Development Agreement recorded in the San Diego County Recorder's Office on January 14, 2015 as Document No. 2015-0015682.

D. The property subject to the Development Agreement is part of a master-planned community subject to the Otay Ranch General Development Plan ("GDP") and Village 3 North and a Portion of Village 4 Sectional Planning Area ("SPA") Plan, approved by the City in 2014 and amended in 2016 ("2016 SPA"), and commonly known as "Village 3 North." Adjacent land not subject to the Development Agreement is also part of the GDP and within the Villages 2, 3 and

a Portion of Village 4 SPA Plan approved by the City in 2006 ("2006 SPA") and commonly known as the "FlatRock Parcel."

E. City and Owner wish to further amend the Development Agreement as set forth herein.

F. The City seeks to facilitate the creation of high-quality jobs and economic growth within the SR-125 corridor through development of sites within the University Innovation District SPA, Millenia (formerly Eastern Urban Center) SPA, the Otay Ranch Village 9 SPA, Otay Ranch Village 8 East SPA and/or the Otay Ranch Village 10 SPA by attracting industries and businesses that can accommodate high technology and large manufacturing businesses or academic, institutional, and innovation-related businesses that contribute to the diversification and stabilization of the local economy ("Economic Development Uses").

G. The City also seeks to expedite the construction of much needed rental and for-sale housing to respond to a broadly recognized shortfall of housing supply.

H. The Owner proposes to amend the Chula Vista General Plan and the Otay Ranch General Development Plan ("GDP") to change the existing General Plan land use designations on portions of the property subject to the Development Agreement from Office & Professional to Residential High and from Residential Medium to Residential Medium High designations. Concurrently, the owner of the FlatRock Parcel proposes General Plan and GDP changes to the existing designation on portions of its property from Research & Limited Industrial to Residential Medium High. The Owner further proposes to amend the Village 3 North and a Portion of Village 4 Sectional Planning Area ("SPA") Plan and two new tentative maps consistent with the GDP described above. Collectively, these amendments and tentative maps ("Entitlements") enable and accelerate development of housing opportunities for City residents in newly established residential neighborhoods with retail and community amenities. Owner is proposing to utilize existing, unallocated, and unused units previously approved within Village 3 as well as previously approved units to be transferred from Village 9 to Village 3. No new residential units are proposed.

I. Moreover, the Owner proposes a financial contribution to the City to be used toward Economic Development Uses to advance City interests, addressed above, and serve the public by attracting high-quality job producing businesses and educational anchor institutions.

J. The commitments of the Owner made in this Agreement allow the City to realize significant economic, social, or other public benefits.

K. Unless otherwise defined herein, capitalized terms as used herein shall have the same meaning as given thereto in the Development Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City agree as follows:

1. Term. The following language shall be added after the phrase "twenty (20) years" and before the phrase "(the term)" in the fourth sentence of Section 3 of the Development Agreement:

“from _____, 2021, the effective date of this Second Amendment.”

2. Owner’s Financial Contribution. Not later than ninety (90) days from the later to occur of the following: (i) the date of written request of City following the Effective Date, and (ii) the expiration of all applicable statutes of limitations within which to file legal challenges to the Second Amendment, GDP and Entitlements concurrently approved by the City in connection therewith, with no such legal challenges having been filed, Owner shall contribute one million dollars (\$1,000,000) to the City, which funds shall be used exclusively for Economic Development Uses (the “Initial Contribution”). Thereafter, Owner shall contribute an additional three million dollars (\$3,000,000) to the City not later than thirty (30) days from the City’s written notice of the sooner to occur of the following: (i) the City’s issuance of the 224th certificate of occupancy to Owner for Otay Ranch Village 3, Neighborhood R-19, or (ii) the commencement of construction of an Economic Development Use as defined above and enacted by an action of the City Council (the “Remaining Contribution”). In any case, the Remaining Contribution shall not be paid to City sooner than eighteen (18) months from the Effective Date. If the Remaining Contribution has not been paid to City within thirty-six (36) months of the Effective Date, then the Remaining Contribution shall accrue compound interest at a rate of two percent (2%) per annum, until the date payment is remitted to the City. Any and all funds contributed to the City pursuant to this Agreement, including interest accrued thereon, shall be used exclusively for Economic Development Uses. Expenditures toward Economic Development Uses shall be at the City’s sole and absolute discretion and shall be subject to approval of the Chula Vista City Council. City and Owner agree that a minimum of one million dollars (\$1,000,000) shall be used for the future planning, engineering, or marketing costs associated with development of University and Innovation District land.

3. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Development Agreement shall remain unmodified and in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Second Amendment to Restated and Amended Pre-Annexation Development Agreement has been executed as of the day and year first above written.

CITY OF CHULA VISTA, a political subdivision of the State of California

HOMEFED VILLAGE III MASTER, LLC, a Delaware limited liability company

By:

By: _____

Mary Salas, Mayor

Name: _____

Attested By:

Title: _____

Kerry K. Bigelow, City Clerk

HOMEFED OTAY LAND II, LLC, a Delaware limited liability company

APPROVED AS TO FORM

By: _____

Glen R. Googins, City Attorney

Name: _____

Title: _____

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
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_____

(Seal)

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
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_____

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A (VILLAGE 3 R-6, O-1, AND R-21c)

LOTS 770 THROUGH 813, INCLUSIVE, 826, 827, "M", "N", AND "BB" OF CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

TOGETHER WITH AVENIDA SENECA, CALLE MARIN AND PASEO LUMINOSO AS SHOWN ON SAID MAP.

PARCEL B (VILLAGE 3 REMAINDER)

PARCEL 3 OF PARCEL MAP NO. 21214, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 29, 2015 AS FILE NO. 2015-7000022, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 3 LYING WITHIN CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

PARCEL C (VILLAGE 8 EAST)

PARCELS 1 AND 2 OF PARCEL MAP NO. 21215, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JANUARY 29, 2015 AS FILE NO. 2015-7000023, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2 DESCRIBED IN THE

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST RECORDED DECEMBER 10, 2014, AS INSTRUMENT NO. 2014-0543530 OF OFFICIAL RECORDS, AS ACCEPTED BY THE CITY OF CHULA VISTA IN DOCUMENT RECORDED JUNE 23, 2015, AS INSTRUMENT NO. 2015-0326142, OF OFFICIAL RECORDS.

PARCEL D (VILLAGE 8 EAST-PIPELINE)

ALL THAT PORTION OF THE SAN DIEGO PIPELINE RIGHT-OF-WAY GRANTED TO THE CITY OF SAN DIEGO PER DEED RECORDED JANUARY 31, 1913 IN BOOK 598, PAGE 54 OF DEEDS, LYING WITHIN LOT 24 OF THE OTAY RANCHO, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 7, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST BOUNDARY CORNER OF PARCEL MAP NO. 21215, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF SAID COUNTY RECORDER JANUARY 29, 2015; THENCE ALONG THE BOUNDARY THEREOF, ALSO BEING THE EASTERLY LINE OF LOTS 25 AND 24 OF SAID OTAY RANCHO, NORTH 18°40'35" WEST, 3680.88 FEET (N18°40'35"W, 3680.88' PER SAID PARCEL MAP) TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SAN DIEGO PIPELINE RIGHT-OF-WAY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PARCEL MAP AND SAN DIEGO PIPELINE RIGHT-OF-WAY BOUNDARIES SOUTH 79°53'28" WEST, 126.70 FEET TO THE EASTERLY SIDELINE OF STATE ROUTE 125 SHOWN AND DESCRIBED ON RECORD OF SURVEY MAP NO. 20626, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF SAID COUNTY RECORDER NOVEMBER 20, 2009; THENCE CONTINUING SOUTH 79°53'28" WEST, 114.03 FEET TO THE BEGINNING OF A 149.18 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°12'00" A DISTANCE OF 49.99 FEET; THENCE SOUTH 60°41'28" WEST, 275.90 FEET TO THE BEGINNING OF A 366.48 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00" A DISTANCE OF 70.36 FEET; THENCE SOUTH 71°41'28" WEST, 19.21 FEET TO THE WESTERLY SIDELINE OF SAID STATE ROUTE 125; THENCE CONTINUING SOUTH 71°41'28" WEST, 372.54 FEET TO THE BEGINNING OF A 366.48 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°32'56" A DISTANCE OF 176.21 FEET; THENCE NORTH 80°45'36"

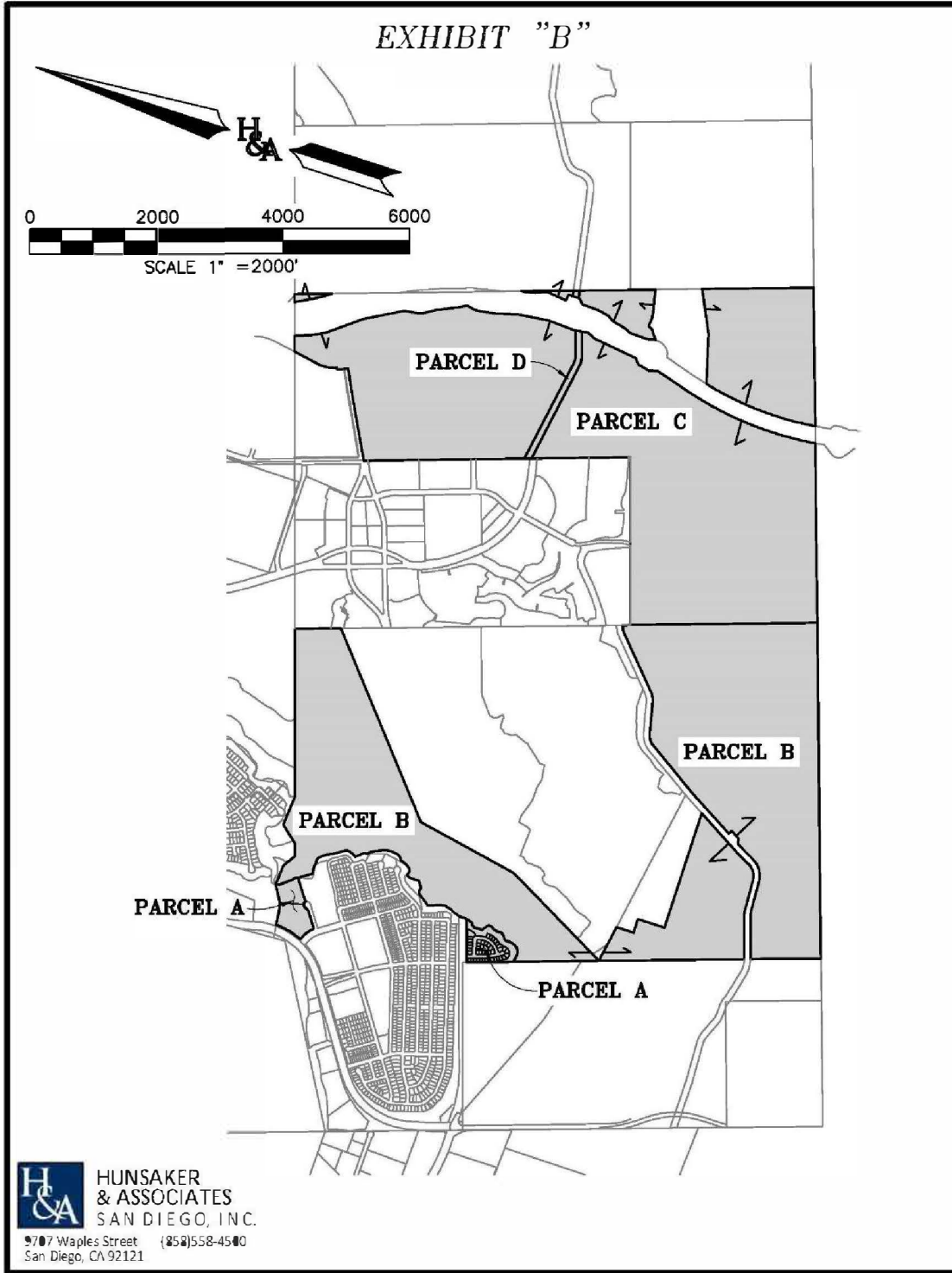
WEST, 1642.06 FEET TO AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY AND THE WESTERLY LINE OF SAID LOT 24; THENCE LEAVING SAID PARCEL MAP AND SAN DIEGO PIPELINE RIGHT-OF-WAY BOUNDARIES ALONG SAID WESTERLY LINE NORTH 18°40'05" WEST, 113.16 FEET TO THE NORTHERLY LINE OF SAID PIPELINE RIGHT-OF-WAY AND AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY, SAID NORTHERLY LINE BEING 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE HEREINABOVE DESCRIBED SOUTHERLY LINE OF SAID PIPELINE RIGHT-OF-WAY; THENCE LEAVING SAID WESTERLY LINE OF LOT 24 ALONG SAID PARCEL MAP AND PIPELINE RIGHT-OF-WAY BOUNDARIES SOUTH 80°45'36" EAST, 1695.02 FEET TO THE BEGINNING OF A 266.48 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°32'56" A DISTANCE OF 128.13 FEET; THENCE NORTH 71°41'28" EAST, 389.79 FEET TO SAID WESTERLY SIDELINE OF SAID STATE ROUTE 125; THENCE CONTINUING NORTH 71°41'28" EAST, 1.95 FEET TO THE BEGINNING OF A 266.48 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00" A DISTANCE OF 51.16 FEET; THENCE NORTH 60°41'28" EAST, 275.90 FEET TO THE BEGINNING OF A 249.18 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°12'00" A DISTANCE OF 83.50 FEET; THENCE NORTH 79°53'28" EAST, 136.40 FEET TO A POINT ON SAID EASTERLY SIDELINE OF STATE ROUTE 125; THENCE CONTINUING NORTH 79°53'28" EAST, 89.26 FEET TO THE EASTERLY LINE OF SAID LOT 24, BEING AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY; THENCE LEAVING SAID PARCEL MAP AND PIPELINE RIGHT-OF-WAY BOUNDARIES ALONG SAID EASTERLY LINE OF LOT 24 SOUTH 18°40'35" EAST, 101.13 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFORM THE HEREINABOVE DESCRIBED PARCEL OF LAND ANY PORTION OF STATE ROUTE 125 AS SHOWN AND DESCRIBED ON SAID RECORD OF SURVEY MAP NO. 20626.



DOUGLAS B. STROUP P.L.S. 8553
HUNSAKER & ASSOCIATES SAN DIEGO, INC. 2/11/21





R:\1327\Map\Exhibits\EX Dev Agmt SNMB Ltd SHF 01.dwg[Feb-11-2021:16:40 W.O. 2395-0011

Exhibit C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CHULA VISTA
276 Fourth Ave.
Chula Vista, CA 91910

Attention: City Clerk

(Space Above For Recorder's Use)

**SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION
DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION DEVELOPMENT AGREEMENT (Second Amendment) is entered into and effective as of _____, 2021, by and between OTAY LAND COMPANY, LLC, a Delaware limited liability company, HOMEFED VILLAGE 8, LLC, a Delaware limited liability company, FLATROCK, LAND COMPANY, LLC, a Delaware limited liability company (the "Owner") and the CITY OF CHULA VISTA, a political subdivision of the State of California (the "City").

RECITALS

A. On or about May 12, 1997, City and The Otay Ranch, L.P., a California Limited Partnership (the "Original Owner") entered into that certain Restated and Amended Pre-Annexation Development Agreement (the "Development Agreement") recorded in the San Diego County Recorder's Office on May 12, 1997, as Document No. 1997-0219970.

B. Pursuant to sections 2.6, 15.1 and 16.1 of said Development Agreement, Owner acquired its interest in portions of the property subject to the Development Agreement, said property being described on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

C. On or about September 9, 2014, City and Owner entered into that certain First Amendment to Restated and Amended Pre-Annexation Development Agreement recorded in the San Diego County Recorder's Office on October 15, 2014 as document no. 2014-0446474.

D. City and Owner wish to further amend the Development Agreement as set forth herein.

E. Unless otherwise defined herein, capitalized terms as used herein shall have the same meaning as given thereto in the Development Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City agree as follows:

1. Term. The following language shall be added to the end of the last sentence of the first full paragraph of Section 3 of the Development Agreement:

"from _____, 2021, the effective date of this Second Amendment."

2. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Development Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

CITY OF CHULA VISTA, a political subdivision of the State of California

OTAY LAND COMPANY, LLC, a Delaware limited liability company

By:

By: _____

Mary Salas, Mayor

Name: _____

Attested By:

Title: _____

Kerry K. Bigelow, City Clerk

HOMEFED VILLAGE 8, LLC, a Delaware limited liability company

APPROVED AS TO FORM

By: _____

Glen R. Googins, City Attorney

Name: _____

Title: _____

FLATROCK LAND COMPANY, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
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 _____

(Seal)

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
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_____

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A (VILLAGE 9)

LOTS 16, 17 AND 18 OF OTAY RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 7, 1900.

EXCEPTING THEREFROM THAT PORTION OF LOTS 17 AND 18 CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED SEPTEMBER 1, 2005 AS DOCUMENT NO. 2005-0759298 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A 2" IRON PIPE WITH DISC STAMPED "R.C.E. 22606" PER RECORD OF SURVEY NO. 16504, RECORDED MARCH 9TH, 2000 IN THE OFFICE OF SAID COUNTY RECORDER, SAID PIPE MARKING THE NORTHEAST CORNER OF LOT 23 OF SAID OTAY RANCHO, AND BEARING NORTH 71°57'57" EAST 804.798 METERS FROM A 2" IRON PIPE WITH DISC STAMPED "L.S. 5284" MARKING THE SOUTHWEST CORNER OF LOT 10 OF MAP NO. 14432, RECORDED AUGUST 30TH, 2002 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 18°40'36" EAST 324.223 METERS TO A POINT HEREIN REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 18°40'36" EAST 178.898 METERS TO THE BEGINNING OF A NON-TANGENT 1629.700 METER RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 62°20'18" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'15" A DISTANCE OF 107.257 METERS; THENCE NON-TANGENT TO SAID CURVE SOUTH 66°04'27" WEST 2.000 METERS TO THE BEGINNING OF A NON-TANGENT 1627.700 METER RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 66°06'33" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°22'45" A DISTANCE OF 209.633 METERS; THENCE NON-TANGENT TO SAID CURVE SOUTH 46°12'45" EAST 7.041 METERS TO THE BEGINNING OF A NON-TANGENT 1631.200 METER RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 73°42'11" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°37'25" A DISTANCE OF 46.228 METERS; THENCE SOUTH 75°19'37" WEST

3.500 METERS TO THE BEGINNING OF A 1627.700 METER RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'29" A DISTANCE OF 128.541 METERS; THENCE NON-TANGENT TO SAID CURVE SOUTH 18°40'36" EAST 87.291 METERS; THENCE SOUTH 08°00'06" EAST 19.092 METERS; THENCE SOUTH 11°41'19" EAST 24.481 METERS; THENCE SOUTH 16°27'43" EAST 24.874 METERS; THENCE SOUTH 20°32'09" EAST 26.118 METERS; THENCE SOUTH 20°53'50" EAST 30.314 METERS; THENCE SOUTH 04°19'10" WEST 29.530 METERS; THENCE SOUTH 06°03'38" WEST 77.800 METERS; THENCE SOUTH 05°49'22" WEST 22.546 METERS; THENCE NORTH 79°53'42" EAST 32.402 METERS; THENCE SOUTH 01°31'37" WEST 25.439 METERS; THENCE SOUTH 06°34'53" WEST 11.008 METERS; THENCE SOUTH 45°00'54" WEST 30.733 METERS; THENCE SOUTH 01 24'21" WEST 77.485 METERS; THENCE SOUTH 11°22'20" WEST 30.117 METERS; THENCE SOUTH 13°45'02" WEST 28.527 METERS; THENCE SOUTH 31°10'10" WEST 28.222 METERS; THENCE SOUTH 16 38'48" WEST 22.806 METERS; THENCE SOUTH 08°41'59" WEST 25.640 METERS; THENCE SOUTH 17°28'45" WEST 27.925 METERS; THENCE SOUTH 25°54'42" WEST 26.053 METERS; THENCE SOUTH 01°51'20" WEST 90.226 METERS; THENCE SOUTH 12°17'55" EAST 34.960 METERS; THENCE SOUTH 03°15'57" WEST 31.934 METERS TO THE BEGINNING OF A NON-TANGENT 63.657 METER RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 77°41'34" EAST; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°00'21" A DISTANCE OF 84.444 METERS; THENCE NON-TANGENT TO SAID CURVE SOUTH 16°12'00" WEST 157.318 METERS TO THE BEGINNING OF A 1561.900 METER RADIUS CURVE CONCAVE EASTERLY; THENCE ALONG THE ARC OF SAID CURVE SOUTHERLY 634.612 METERS THROUGH A CENTRAL ANGLE OF 23°16'47" TO A POINT ON THE SOUTH LINE OF LOT 25 OF SAID OTAY RANCHO, SAID POINT BEING THE POINT OF TERMINUS AND BEARING NORTH 71°22'55" EAST 2555.510 METERS FROM A 2" IRON PIPE WITH DISC STAMPED "R.C.E. 22606" PER SAID RECORD OF SURVEY, SAID PIPE MARKING THE SOUTHWEST CORNER OF LOT 36 OF SAID OTAY RANCHO.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 16 CONVEYED TO THE COUNTY OF SAN DIEGO IN RECORDED FEBRUARY 28, 2006 AS DOCUMENT NO. 2006-0139662.

PARCEL B (VILLAGE 9 PIPELINE)

THAT PORTION OF THE SAN DIEGO PIPELINE RIGHT-OF-WAY GRANTED TO THE CITY OF SAN DIEGO PER DEED RECORDED JANUARY 31, 1913 IN BOOK 598, PAGE 54 OF DEEDS, LYING WITHIN LOT 17 OF THE OTAY RANCHO, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 7, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 18°40'33" WEST, 790.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SAN DIEGO PIPELINE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 18°40'33" WEST, 101.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SAN DIEGO PIPELINE; THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID NORTHERLY LINE OF SAID SAN DIEGO PIPELINE NORTH 79°53'43" EAST, 1610.70 TO THE BEGINNING OF A 184.63 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°03'17" A DISTANCE OF 241.86 FEET; THENCE NORTH 04°50'26" EAST, 110.02 FEET TO THE BEGINNING OF A 249.18 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°24'43" A DISTANCE OF 193.15 FEET; THENCE NORTH 49°15'09" EAST, 114.73 FEET TO THE BEGINNING OF A 306.48 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°59'37" A DISTANCE OF 53.46 FEET; THENCE NORTH 59°14'46" EAST, 354.18 FEET; THENCE NORTH 60°13'18" EAST, 172.24 FEET TO THE EASTERLY LINE OF SAID LOT 17; THENCE LEAVING SAID NORTHERLY LINE OF THE SAN DIEGO PIPELINE AND ALONG SAID EASTERLY LINE OF LOT 17 SOUTH 18°41'15" EAST, 101.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SAN DIEGO PIPELINE; THENCE LEAVING SAID EASTERLY LINE OF LOT 17 AND ALONG SAID SOUTHERLY LINE SOUTH 60°13'18" WEST, 151.56 FEET; THENCE SOUTH 59°14'46" WEST, 353.55 FEET TO THE BEGINNING OF A 206.48 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°59'08" A DISTANCE OF 35.99 FEET; THENCE SOUTH 49°15'38" WEST, 114.62 FEET TO THE

BEGINNING OF A 149.18 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'42" A DISTANCE OF 115.94 FEET; THENCE SOUTH 04°43'56" WEST, 109.21 FEET TO THE BEGINNING OF A 284.63 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°09'46" A DISTANCE OF 373.39 FEET; THENCE SOUTH 79°53'42" WEST, 1595.92 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C (VILLAGE 8 WEST)

ALL OF CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

EXCEPTING THEREFROM SAID MAP LOTS 3, 9, AND 15.

PARCEL D (FLAT ROCK: R-20)

PARCEL A OF LOT LINE ADJUSTMENT DEED RECORDED DECEMBER 9, 2004 AS INSTRUMENT NO. 2004-1159742, OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 44 IN THE OTAY RANCHO IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP NO. 862, FILED FEBRUARY 7, 1900 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 44; THENCE ALONG THE EASTERLY LINE OF SAID LOT 44, SOUTH 18°37'56" EAST, A DISTANCE OF 1868.17 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 75°14'35" WEST, A DISTANCE OF 1093.04 FEET; THENCE NORTH 66°35'10" WEST, A DISTANCE OF 1928.12 FEET TO THE

NORTHERLY LINE OF SAID LOT 44; THENCE ALONG SAID NORTHERLY LINE, NORTH 71°58'14" EAST, A DISTANCE OF 2344.60 FEET TO THE POINT OF BEGINNING.

PARCEL E (FLAT ROCK)

PARCEL B OF LOT LINE ADJUSTMENT DEED RECORDED DECEMBER 9, 2004 AS INSTRUMENT NO. 2004-1159742, OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF LOTS 44 AND 45 IN THE OTAY RANCHO IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP NO. 862 FILED FEBRUARY 7, 1900 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 44; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 44, SOUTH 71°58'14" WEST, A DISTANCE OF 2344.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 66°35'10" EAST, A DISTANCE OF 1928.12 FEET; THENCE SOUTH 75°14'35" EAST, A DISTANCE OF 1093.04 FEET TO THE EASTERLY LINE OF SAID LOT 44; THENCE ALONG SAID EASTERLY LINE OF LOT 44 AND LOT 45, SOUTH 18°37'56" EAST, A DISTANCE OF 2558.09 FEET TO THE NORTHERLY LINE OF THE OTAY CORONADO PIPELINE BEING 100.00 FEET IN WIDTH, AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DEED AND AGREEMENT DATED APRIL 11, 1912, BETWEEN SOUTHERN CALIFORNIA MOUNTAIN WATER COMPANY, A CORPORATION AND SAN DIEGO LAND COMPANY, A CORPORATION BEING FILED IN BOOK 570, PAGE 113 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JUNE 24, 1912; THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 45, SOUTH 18°37'56" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPELINE; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 45, SOUTH 18°37'56" EAST, A DISTANCE OF 1113.25 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 45; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 45, SOUTH 71°22'55" WEST, A DISTANCE OF 662.71 FEET TO THE EASTERLY LINE OF THE WESTERLY THREE-QUARTERS OF THE SOUTH HALF OF SAID LOT 45; THENCE ALONG SAID


EASTERLY LINE, NORTH 18°37'46" WEST, A DISTANCE OF 1503.31 FEET TO THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 45; THENCE ALONG SAID NORTHERLY LINE, SOUTH 71°40'43" WEST, A DISTANCE OF 1978.91 FEET TO THE WESTERLY LINE OF SAID LOT 45; THENCE ALONG THE WESTERLY LINE OF SAID LOT 45, NORTH 18°37'16" WEST, A DISTANCE OF 785.49 FEET TO THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 45 TO THE NORTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE, NORTH 18°37'16" WEST, A DISTANCE OF 106.05 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 45 AND SAID LOT 44, NORTH 18°37'16" WEST, A DISTANCE OF 3261.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 44, NORTH 71°58'14" EAST, A DISTANCE OF 296.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT 45 IN THE OTAY RANCHO IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP NO. 862 FILED FEBRUARY 7, 1900 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF SAID LOT 45, NORTH 18°37'56" WEST, A DISTANCE OF 1113.25 FEET TO THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE, SOUTH 72°23'33" WEST, A DISTANCE OF 38.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 366.58 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 17°36'20" WEST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 197.26 FEET THROUGH A CENTRAL ANGLE OF 30°49'55", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 13°13'35" WEST; THENCE NORTH 76°46'03" WEST, A DISTANCE OF 447.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 366.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 13°13'57" EAST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.96 FEET THROUGH A CENTRAL ANGLE OF 10°00'01" A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 23°13'58" WEST; THENCE NORTH 66°46'02" WEST, A DISTANCE

OF 8.10 FEET TO THE EASTERLY LINE OF THE WESTERLY THREE-QUARTERS OF THE SOUTH HALF OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF THE WESTERLY THREE-QUARTERS OF THE SOUTH HALF OF SAID LOT 45, NORTH 18°37'46" WEST 54.65 FEET TO THE NORTHERLY LINE OF THE WESTERLY THREE-QUARTERS OF THE SOUTH HALF OF SAID LOT 45; THENCE ALONG THE NORTHERLY LINE OF THE WESTERLY THREE-QUARTERS OF THE SOUTH HALF OF SAID LOT 45, NORTH 71°40'43" EAST 80.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPELINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 206.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 02°40'08" WEST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1.57 FEET THROUGH A CENTRAL ANGLE OF 0°26'10", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 02°13'58" WEST; THENCE ALONG THE SOUTHERLY LINE OF SAID OTAY-CORONADO PIPELINE, NORTH 87°46'02" WEST, A DISTANCE OF 145.30 FEET; THENCE NORTH 83°28'02" WEST, A DISTANCE OF 93.65 FEET; THENCE NORTH 67°28'02" WEST, A DISTANCE OF 339.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 206.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 22°31'58" WEST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.01 FEET THROUGH A CENTRAL ANGLE OF 24°42'00" A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 02°10'02" WEST; THENCE SOUTH 87°49'58" WEST, A DISTANCE OF 667.04 FEET; THENCE NORTH 89°10'02" WEST, A DISTANCE OF 745.98 FEET TO THE WESTERLY LINE OF SAID LOT 45; THENCE ALONG THE WESTERLY LINE OF SAID LOT 45, NORTH 18°37'16" WEST, A DISTANCE OF 106.05 FEET TO THE NORTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE; THENCE ALONG THE NORTHERLY LINE OF SAID OTAY-CORONADO PIPE LINE, SOUTH 89°10'02" EAST, A DISTANCE OF 781.30 FEET; THENCE CONTINUING ALONG SAID LINE, SOUTH 87°49'15" EAST, A DISTANCE OF 661.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 306.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 02°10'02" EAST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.12 FEET THROUGH A CENTRAL ANGLE OF 24°42'00", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 22°31'58" EAST; THENCE SOUTH 67°28'02" EAST, A DISTANCE OF 325.39 FEET; THENCE SOUTH 83°28'02" EAST, A DISTANCE OF 75.84 FEET; THENCE SOUTH 87°46'02" EAST, A DISTANCE OF 141.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING

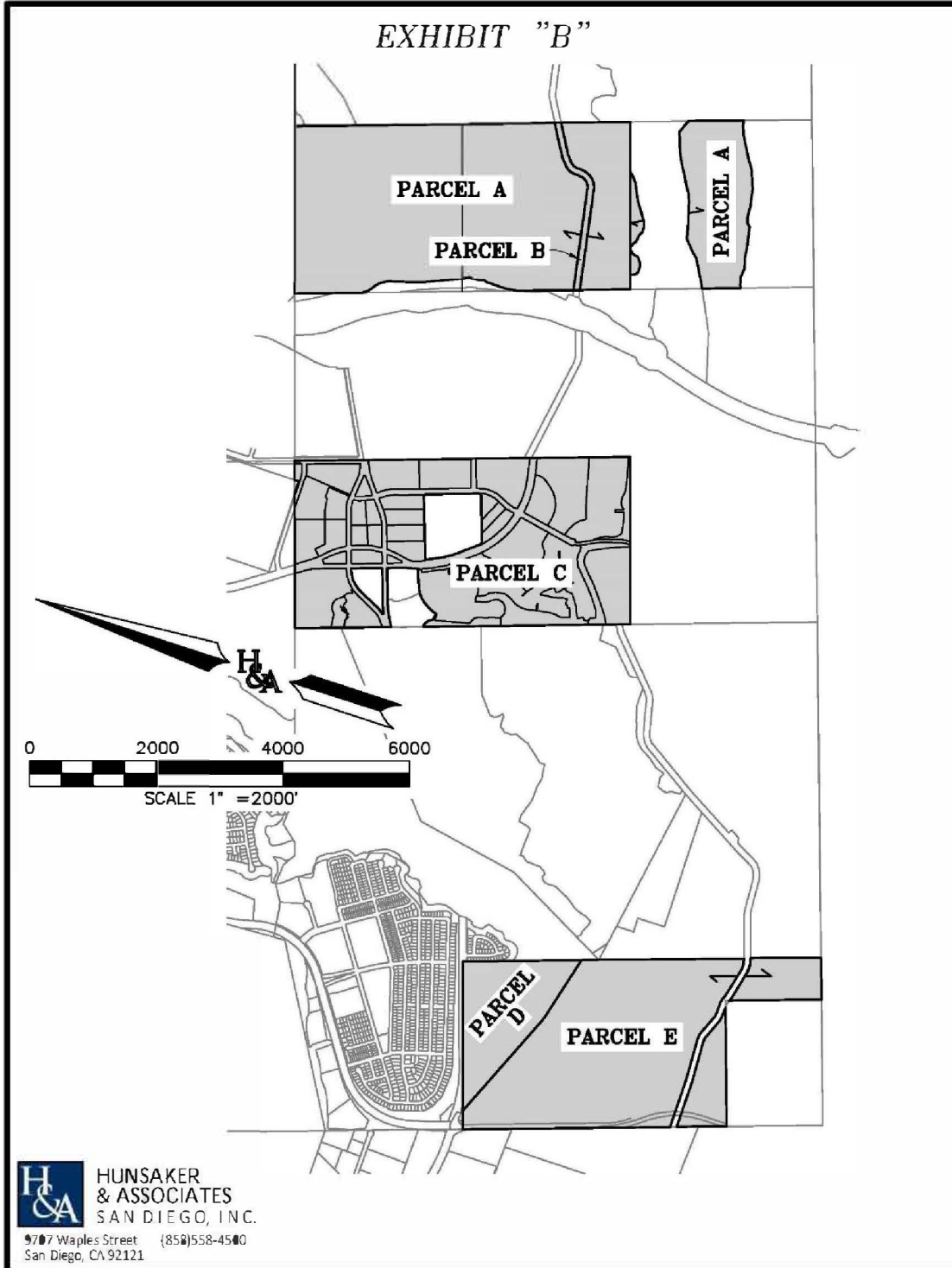
A RADIUS OF 306.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 02°13'58" WEST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.24 FEET THROUGH A CENTRAL ANGLE OF 15°00'00", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 17°13'58" EAST; THENCE SOUTH 72°46'02" EAST, A DISTANCE OF 13.35 FEET; THENCE SOUTH 66°46'02" EAST, A DISTANCE OF 51.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 266.48 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 23°13'58" EAST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.51 FEET THROUGH A CENTRAL ANGLE OF 10°00'01", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 13°13'57" WEST; THENCE SOUTH 76°46'03" EAST, A DISTANCE OF 447.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 266.58 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 13°13'27" EAST; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.44 FEET THROUGH A CENTRAL ANGLE OF 30°49'44" A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 17°36'17" EAST; THENCE SOUTH 72°23'33" EAST, A DISTANCE OF 37.16 FEET TO THE EASTERLY LINE OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF SAID LOT 45, SOUTH 18°37'56" EAST 100.02 FEET TO THE POINT OF BEGINNING.



DOUGLAS B. STROUP
HUNSAKER & ASSOCIATES SAN DIEGO, INC.

2/19/21
P.L.S. 8553





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