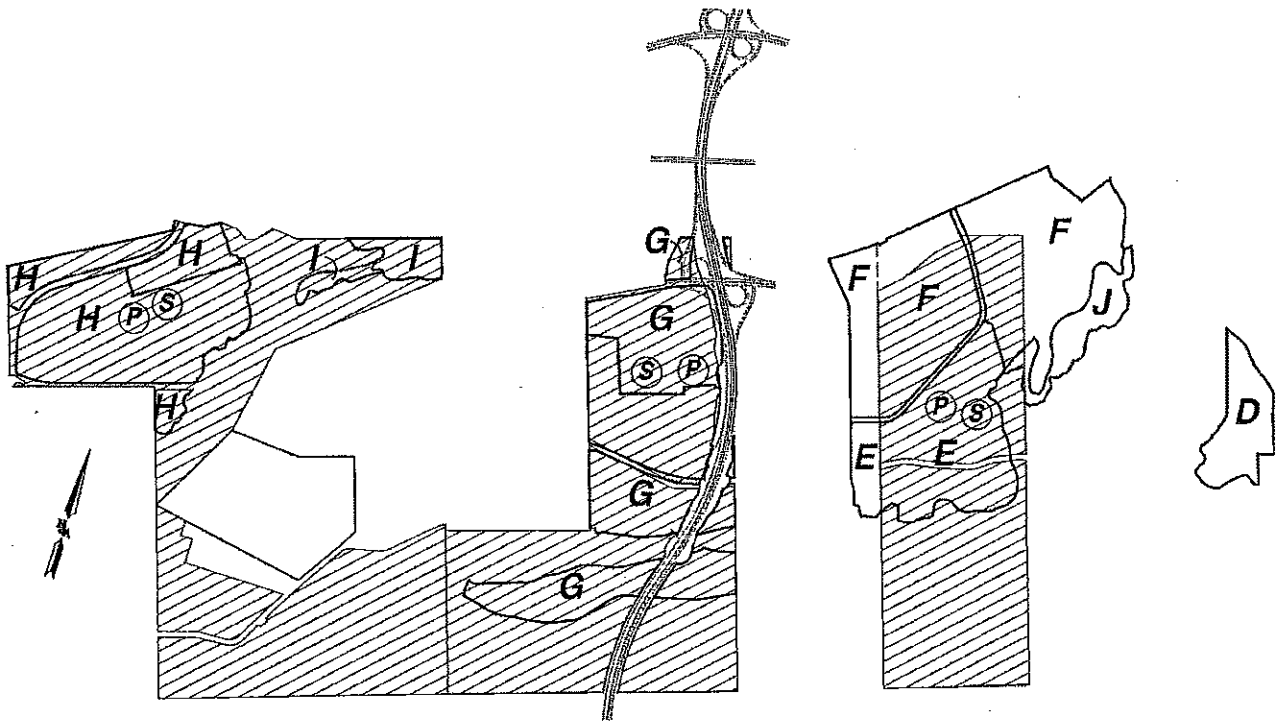
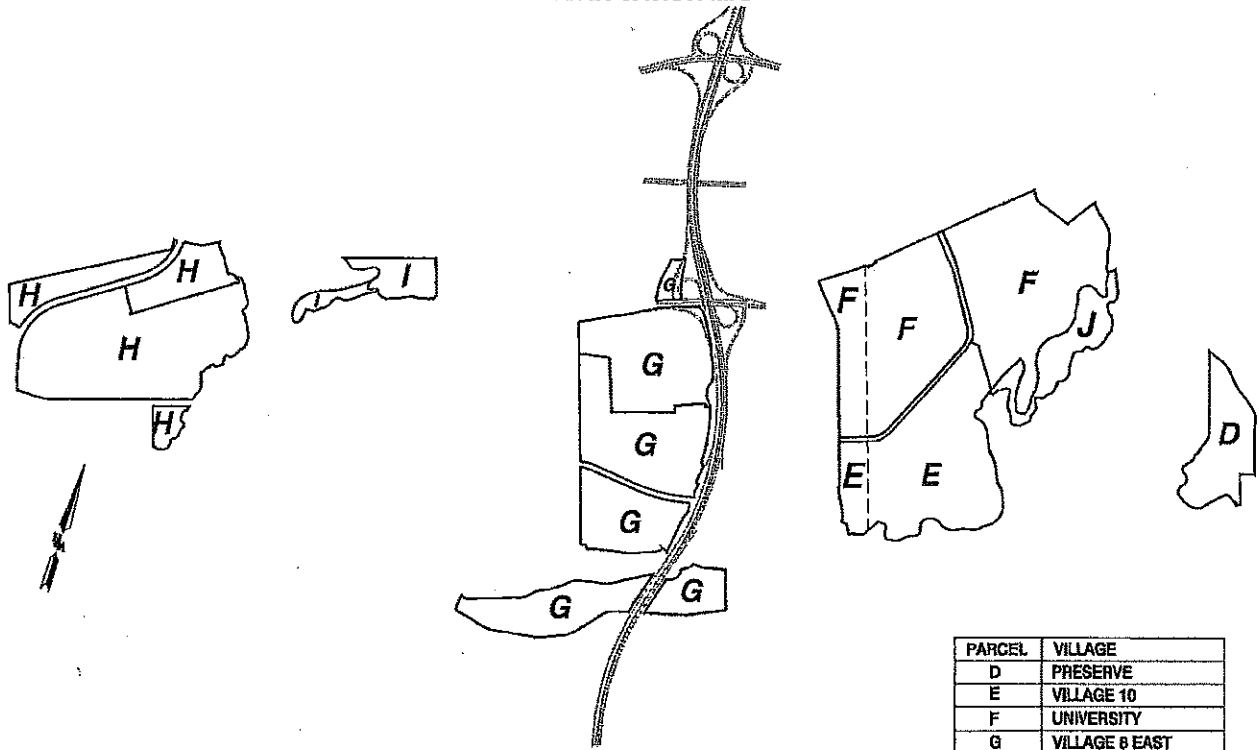


EXHIBIT "A"
EXISTING OWNERSHIP



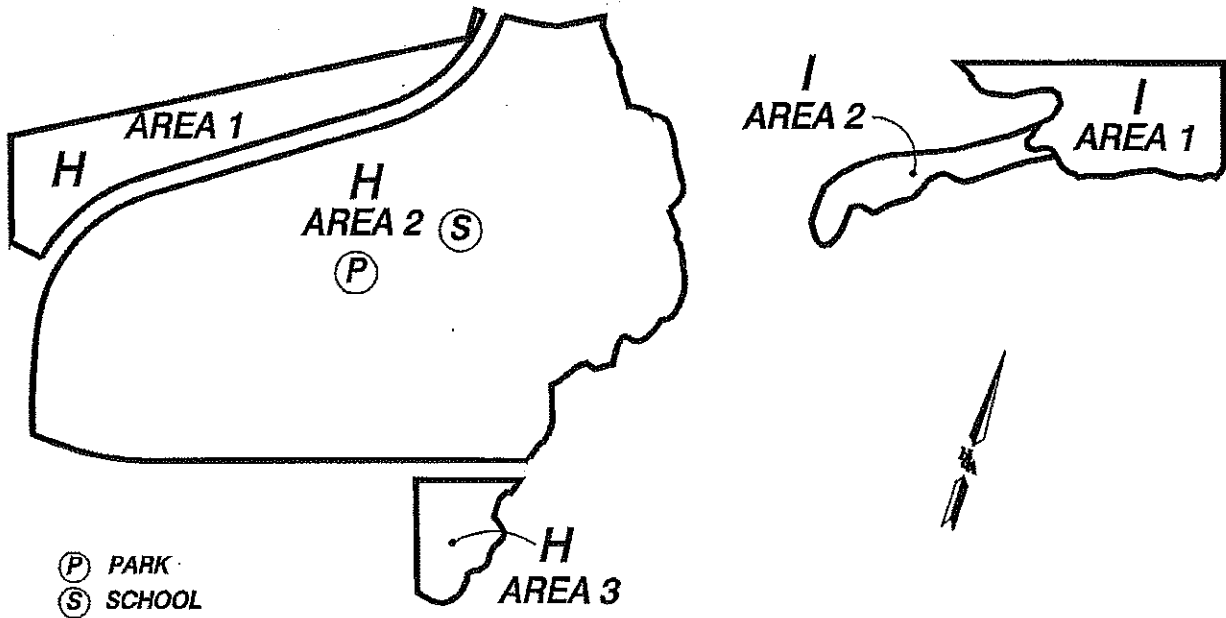
 OWNER'S EXISTING PROPERTY

EXHIBIT "B-1"
 LAND USE PLAN
 PARCEL LOCATION MAP



PARCEL	VILLAGE
D	PRESERVE
E	VILLAGE 10
F	UNIVERSITY
G	VILLAGE 8 EAST
H	VILLAGE 8 NORTH
I	VILLAGE 4 (PORTION)
J	UNIVERSITY

**EXHIBIT "B-2" LAND USE PLAN
VILLAGES 3 NORTH & 4
PARCELS H & I**

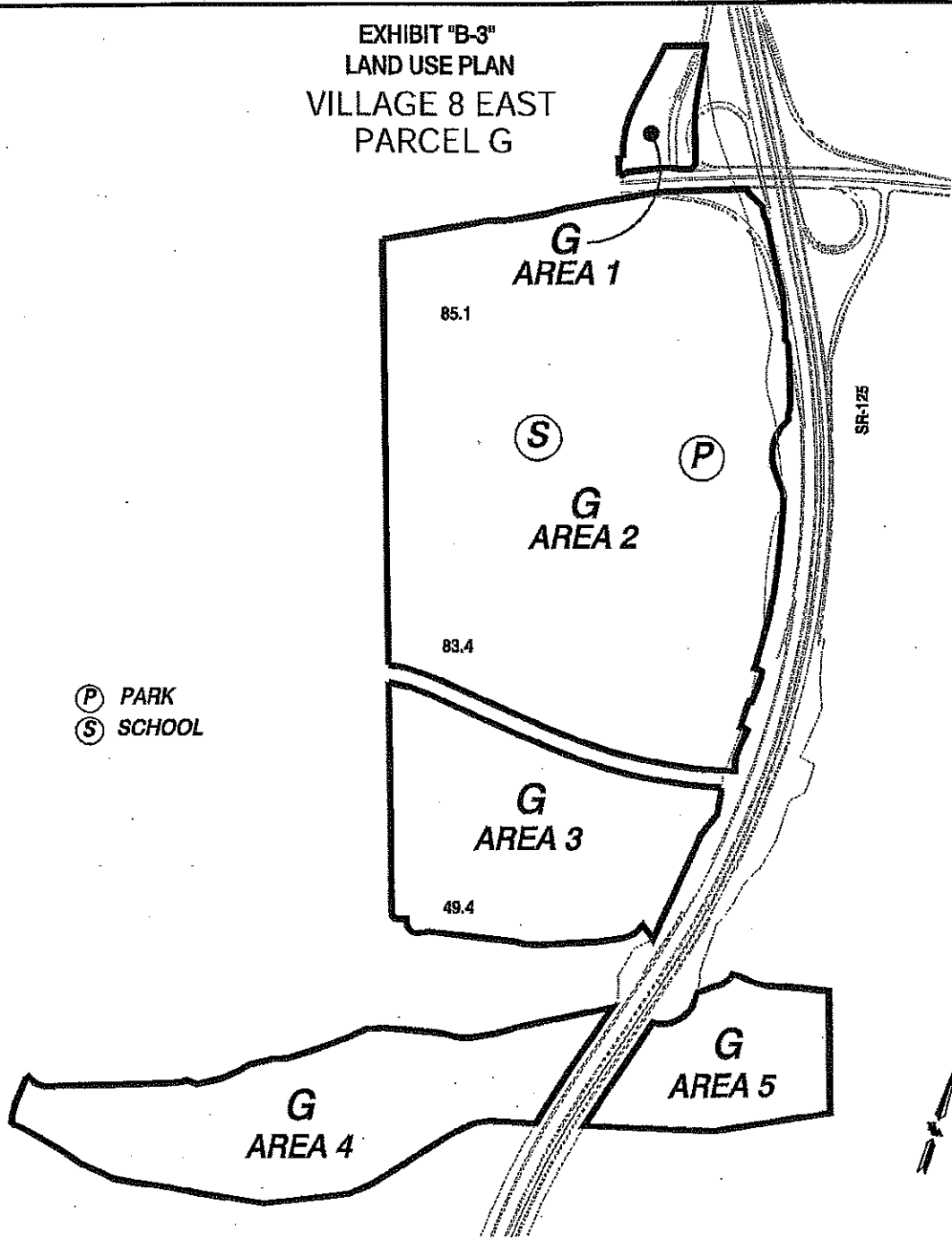


(P) PARK
(S) SCHOOL

VILLAGE 3 NORTH (H)				
AREA	LAND USE/ DISTRICT	GROSS ACRES	DU	GROSS DU/ACRE
1	IND	29.3	-	-
2	MU/M	192.1	1553	8.1
3	M	8.6	44	5.1
TOTALS			1,597	

VILLAGE 4 (I)				
AREA	LAND USE DISTRICT	GROSS AC.	DU	DU/ACRE
1	COMM. PARK	21.1	-	-
2	OPEN SPACE	8.6	-	-
TOTALS		29.7	-	-

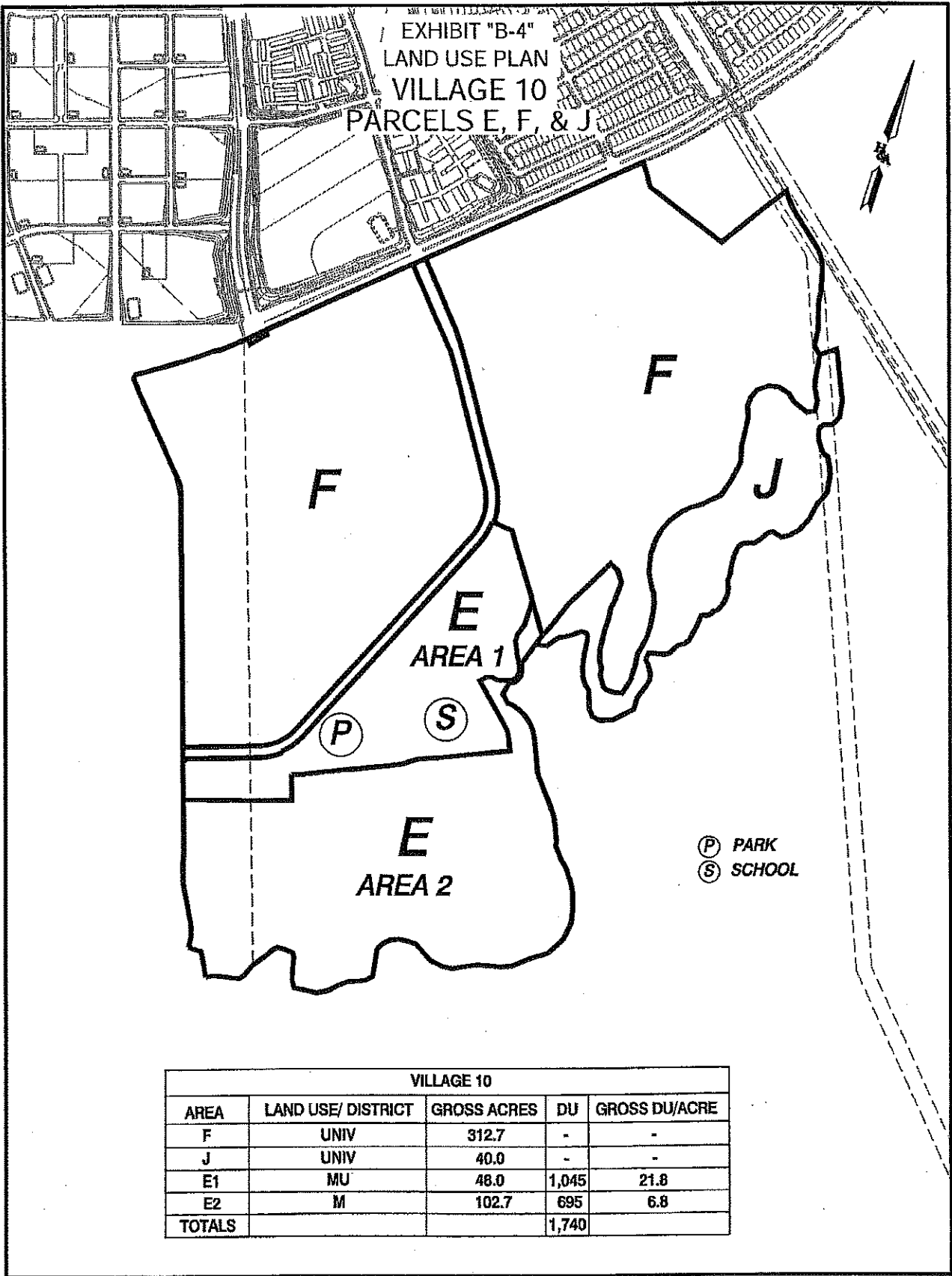
EXHIBIT "B-3"
 LAND USE PLAN
 VILLAGE 8 EAST
 PARCEL G



(P) PARK
 (S) SCHOOL

VILLAGE 8 EAST				
AREA	LAND USE/ DISTRICT	GROSS ACRES	DU	GROSS DU/ACRE
1	MU	6.2	287	46.3
2	M/MU	168.5	2,948	17.5
3	M	49.4	325	6.6
4	ACTIVE REC/COMMUNITY PARK	51.5	0	-
5	ACTIVE RECREATION	22.6	0	-
TOTALS			3,580	

EXHIBIT "B-4"
 LAND USE PLAN
 VILLAGE 10
 PARCELS E, F, & J



VILLAGE 10				
AREA	LAND USE/ DISTRICT	GROSS ACRES	DU	GROSS DU/ACRE
F	UNIV	312.7	-	-
J	UNIV	40.0	-	-
E1	MU	48.0	1,045	21.8
E2	M	102.7	695	6.8
TOTALS			1,740	

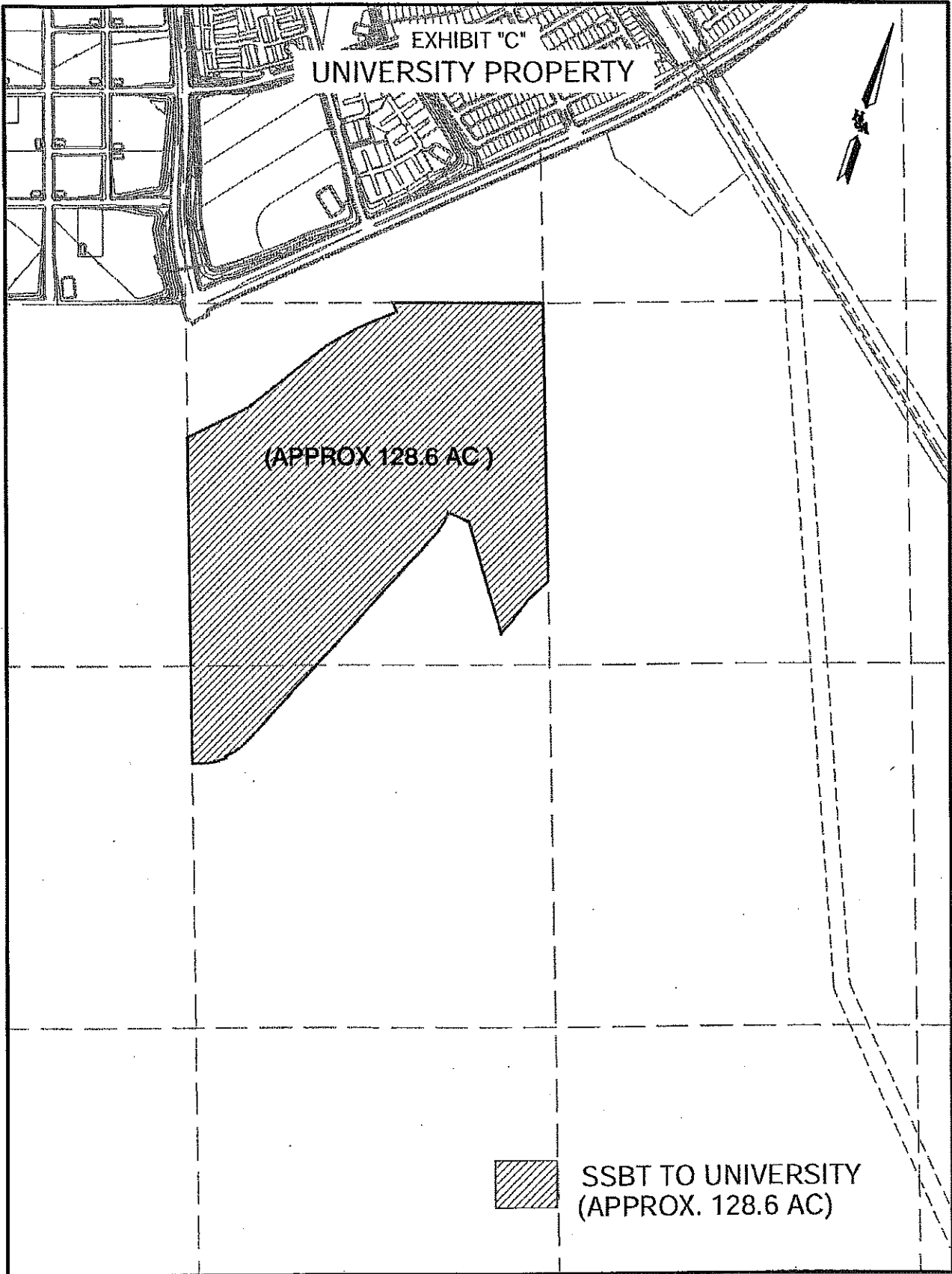


EXHIBIT D

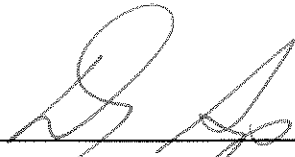
LEGAL DESCRIPTION OF UNIVERSITY PROPERTY

THAT PORTION OF LOT 13 OF 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 ON FEBRUARY 7, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE EASTERLY LINE OF SAID LOT 13 SOUTH 18°41'56" EAST, 2833.89 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 50°58'25" WEST, 57.14 FEET; THENCE NORTH 32°18'24" WEST, 60.45 FEET; THENCE NORTH 19°52'25" WEST, 79.70 FEET; THENCE NORTH 10°31'35" WEST, 99.50 FEET; THENCE NORTH 05°10'36" WEST, 74.74 FEET; THENCE NORTH 07°56'58" WEST, 52.00 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 118°48'16" A DISTANCE OF 82.94 FEET; THENCE SOUTH 53°14'46" WEST, 26.00 FEET; THENCE SOUTH 51°05'52" WEST, 50.43 FEET; THENCE SOUTH 61°39'39" WEST, 90.22 FEET; THENCE SOUTH 48°31'20" WEST, 27.04 FEET; THENCE SOUTH 36°26'34" WEST, 91.97 FEET; THENCE SOUTH 78°03'27" WEST, 87.62 FEET; THENCE NORTH 18°47'53" EAST, 89.81 FEET; THENCE NORTH 33°36'51" WEST, 328.04 FEET; THENCE NORTH 34°08'47" WEST, 512.10 FEET; THENCE NORTH 84°46'10" WEST, 168.12 FEET TO THE BEGINNING OF A 510.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 87°12'49" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°04'06" A DISTANCE OF 196.43 FEET; THENCE SOUTH 24°51'17" WEST, 2025.24 FEET TO THE BEGINNING OF A 480.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°53'38" A DISTANCE OF 208.55 FEET; THENCE SOUTH 38°21'27" EAST, 13.01 FEET TO THE BEGINNING OF A 493.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 40°12'05" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°41'37" A DISTANCE OF 186.66 FEET; THENCE SOUTH 71°29'32" WEST, 65.93 FEET TO THE WESTERLY LINE OF

SAID LOT 13; THENCE ALONG SAID WESTERLY LINE NORTH 18°41'15" WEST, 2371.85 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY OF CHULA VISTA DESCRIBED IN DEED RECORDED JUNE 28, 2011 AS FILE NO. 2011-0326935 OF OFFICIAL RECORDS; THENCE LEAVING SAID WESTERLY LINE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 46°25'40" EAST, 495.29 FEET; THENCE NORTH 34°04'54" EAST, 732.68 FEET; THENCE NORTH 42°51'05" EAST, 265.78 FEET; THENCE NORTH 50°13'24" EAST, 315.59 FEET; THENCE NORTH 41°33'34" WEST, 72.14 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE LEAVING SAID SOUTHEASTERLY LINE ALONG SAID NORTHERLY LINE NORTH 71°57'57" EAST, 1107.50 FEET TO THE **POINT OF BEGINNING**.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 130.68 ACRES, MORE OR LESS.



DOUGLAS B. STROUP 6/04/14 P.L.S. 8553
HUNSAKER & ASSOCIATES SAN DIEGO, INC.

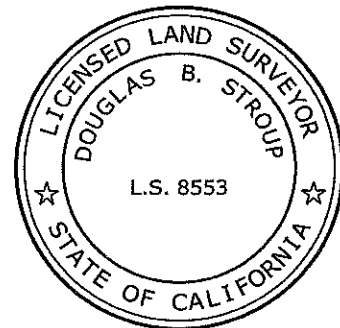


EXHIBIT "E"
RECREATION PROPERTY
VILLAGE 8 EAST
PARCEL G

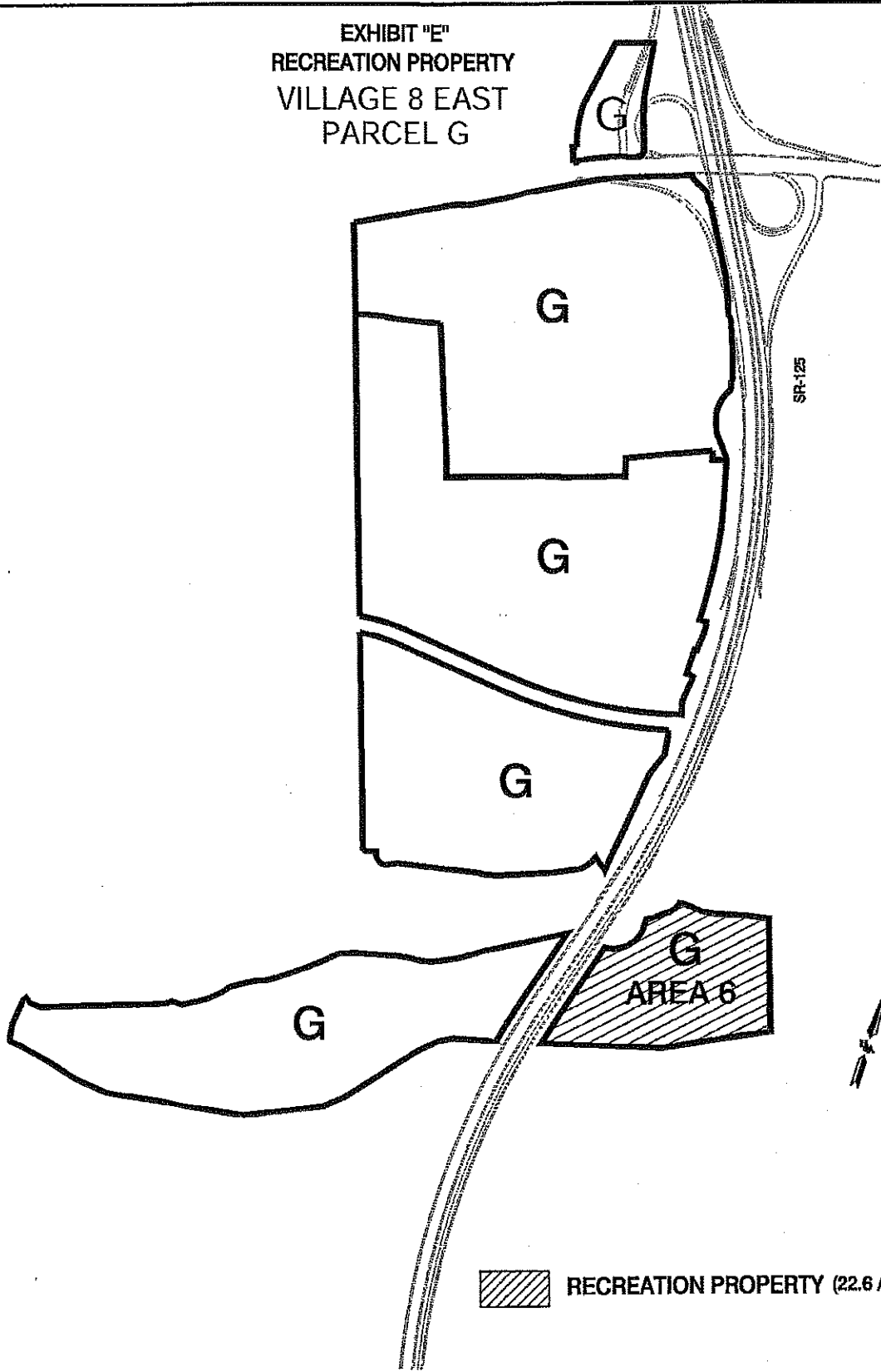


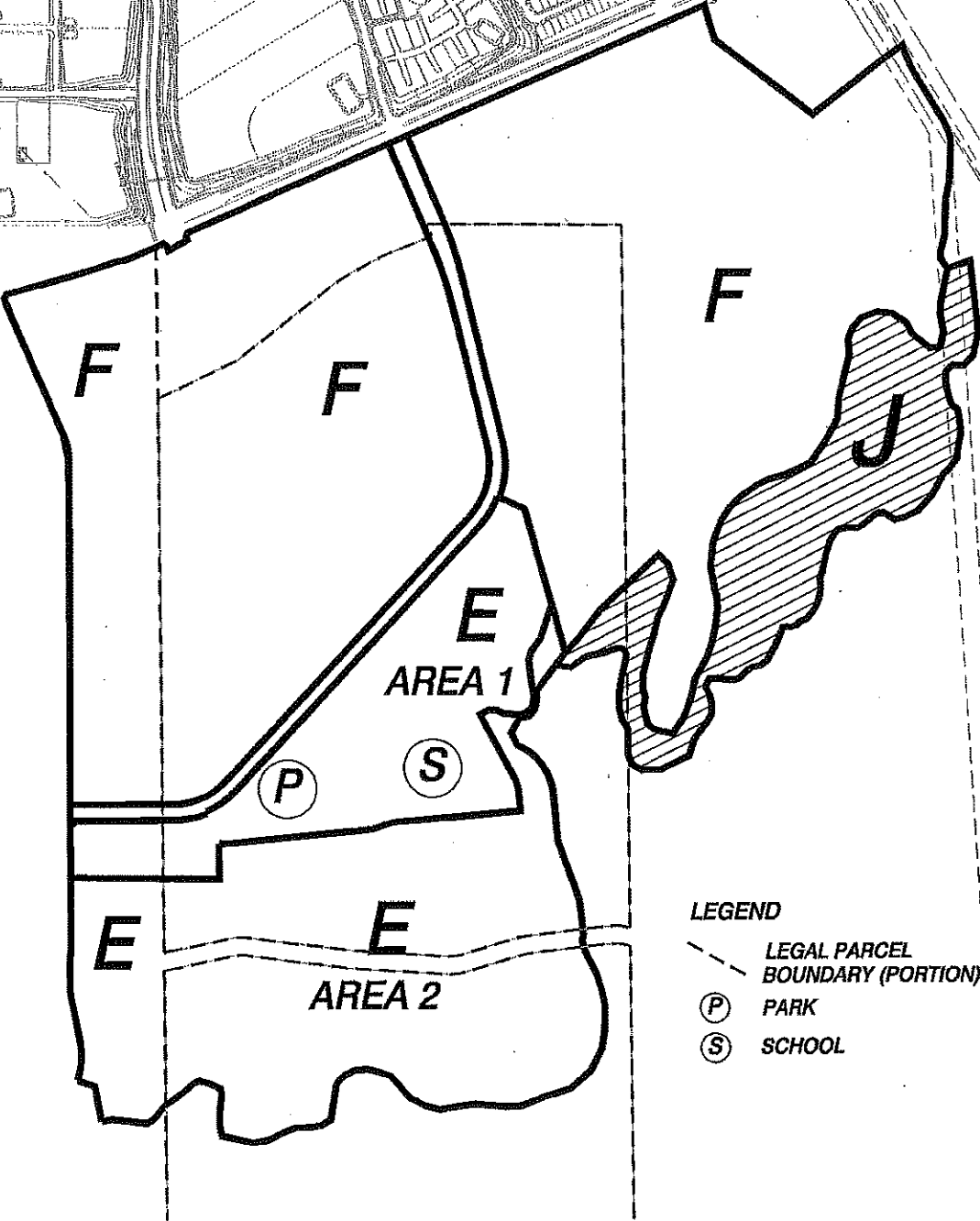
EXHIBIT F

LEGAL DESCRIPTION OF RECREATION PROPERTY

THAT PORTION OF LOT 25 IN 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 07, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 25; THENCE ALONG THE EASTERLY LINE OF SAID LOT 25 NORTH 18°40'33" WEST, 1756.61 FEET **TO THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE SOUTH 63°42'23" WEST, 712.12 FEET; THENCE SOUTH 74°46'02" WEST, 790.79 FEET TO A POINT IN THE EASTERLY SIDELINE OF STATE HIGHWAY 125 DEDICATED PER DOCUMENT RECORDED JUNE 21, 2008 AS DOC. NO. 2008-0437364 OF OFFICIAL RECORDS, BEING ALSO THE BEGINNING OF A 5124.33 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 76°23'03" WEST, THENCE NORTHERLY ALONG SAID EASTERLY SIDELINE OF SAID STATE HIGHWAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'04" A DISTANCE OF 231.15 FEET; THENCE NORTH 16°12'01" EAST, 516.13 FEET TO THE BEGINNING OF A 208.85 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY A RADIAL LINE TO SAID POINT BEARS SOUTH 01°41'11" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°00'20" A DISTANCE OF 277.05 FEET; THENCE NORTH 03°15'59" EAST, 88.12 FEET; THENCE LEAVING SAID EASTERLY SIDELINE NORTH 62°15'34" EAST, 16.52 FEET; THENCE NORTH 52°30'37" EAST, 27.73 FEET; THENCE NORTH 52°23'53" EAST, 78.26 FEET; THENCE NORTH 56°44'36" EAST, 41.26 FEET; THENCE NORTH 39°19'17" EAST, 47.34 FEET; THENCE NORTH 16°43'02" EAST, 38.24 FEET; THENCE NORTH 80°32'16" EAST, 25.85 FEET; THENCE SOUTH 85°05'34" EAST, 49.68 FEET; THENCE SOUTH 83°35'58" EAST, 39.24 FEET; THENCE SOUTH 86°40'05" EAST, 36.56 FEET; THENCE NORTH 86°06'36" EAST, 62.64 FEET; THENCE NORTH 80°29'33" EAST, 52.22 FEET; THENCE NORTH 72°35'55" EAST, 72.31 FEET; THENCE NORTH 76°49'29" EAST, 112.97 FEET; THENCE NORTH 78°58'36" EAST, 39.22 FEET; THENCE NORTH 78°57'01" EAST, 105.10 FEET TO A POINT IN SAID EASTERLY LINE OF SAID LOT 25; THENCE SOUTHERLY ALONG SAID EASTERLY

EXHIBIT "G"
40 ACRE UNIVERSITY SITE
VILLAGE 10



- LEGEND
- LEGAL PARCEL BOUNDARY (PORTION)
 - (P) PARK
 - (S) SCHOOL

 40 AC UNIVERSITY ONSITE *

* APPROXIMATELY 2.1 ACRES OF THE 40 AC. UNIVERSITY SITE ARE INCLUDED IN THE UNIVERSITY PROPERTY IOD

EXHIBIT H

IRREVOCABLE OFFER OF DEDICATION FOR RECREATION PROPERTY

*Recording Requested by and
Please Return to:*

City Clerk
City of Chula Vista
P.O. Box 1087
Chula Vista, CA 91912

*This Instrument Benefits City Only.
No fee is required.*

This Space for Recorder's Use Only

APN(s) 646-010-04

C.V. File No. _____

**IRREVOCABLE OFFER
OF DEDICATION OF FEE INTEREST**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SSBT LCRE V LLC**, a Delaware limited liability company, represents that, as the owner(s) of herein-described real property, (*in the case of multiple owners, collectively referred to as "Grantor"*), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

ACTIVE RECREATION PURPOSES

The real property referred to above is situated in the City of Chula Vista, County of San Diego, State of California and is more particularly described as follows:

**SEE ATTACHED: EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT**

This Offer of Dedication is made pursuant to Section 7050 of Government Code of the State of California and may be accepted at any time by the City Clerk of the City of Chula Vista.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

SIGNATURE PAGE

Signed this _____ day of _____, 20_____

Grantor Signatures: SSBT LCRE V LLC,
a Delaware limited liability company

By: _____

Name:

Title:

By: _____

Name:

Title:

(Notary Acknowledgment Required for Each Signatory)

This is to certify that the interest in real property offered herein to the City of Chula Vista, a governmental agency, is hereby acknowledged by the undersigned, City Clerk, on behalf of the Chula Vista City Council pursuant to authority conferred by Resolution No. 15645 of the Chula Vista City Council adopted on June 5, 1990, and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer.

By: _____
DONNA NORRIS, CMC, City Clerk

Date: _____

State of California

County of _____

On _____, before me, _____.

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 of Notary Public

(Notary Seal)

State of California

County of _____

On _____, before me, _____.

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 of Notary Public

(Notary Seal)


EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF LOT 25 IN 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 07, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LINE SOUTH 18°40'33" EAST, 736.34 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 22.62 ACRES, MORE OR LESS.



DOUGLAS B. STROUP 6/04/14
P.L.S. 8553
HUNSAKER & ASSOCIATES SAN DIEGO, INC.

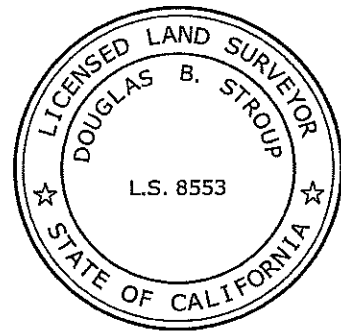
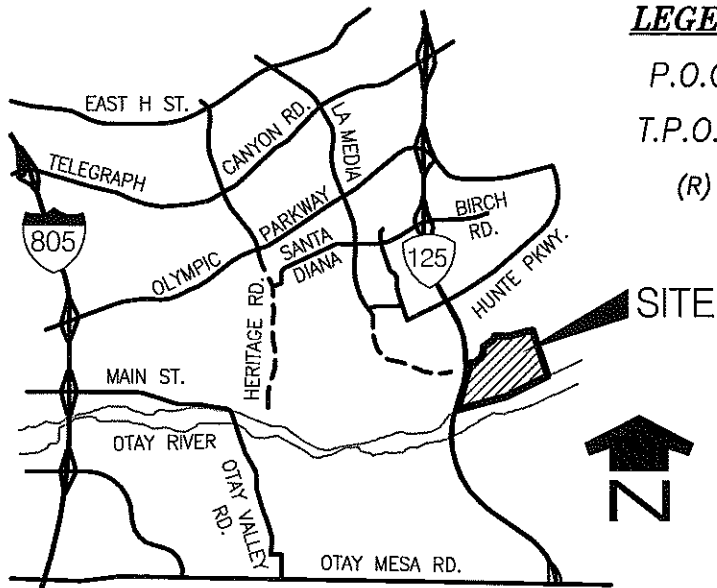


EXHIBIT "B"

SHEET 1 OF 2 SHEETS





LEGEND:

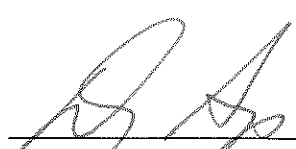
- P.O.C. INDICATES POINT OF COMMENCEMENT
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- (R) INDICATES RADIAL BEARING

VICINITY MAP

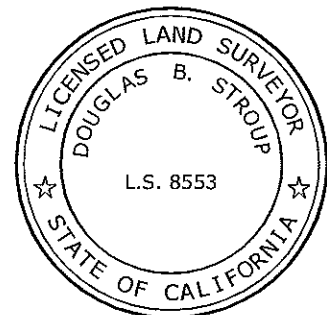
NOT TO SCALE

EASEMENT LEGEND:

-  INDICATES BOUNDARY OF STATE HIGHWAY 125 PER DOCUMENT RECORDED JUNE 21, 2008 AS DOC. NO. 2008-0437364.
-  INDICATES AN EXISTING EASEMENT FOR PUBLIC SEWER PURPOSES PER DOCUMENT RECORDED APRIL 15, 2003 AS DOC. NO. 2003-0433781.


DOUGLAS B. STROUP
EXP. 12/31/14

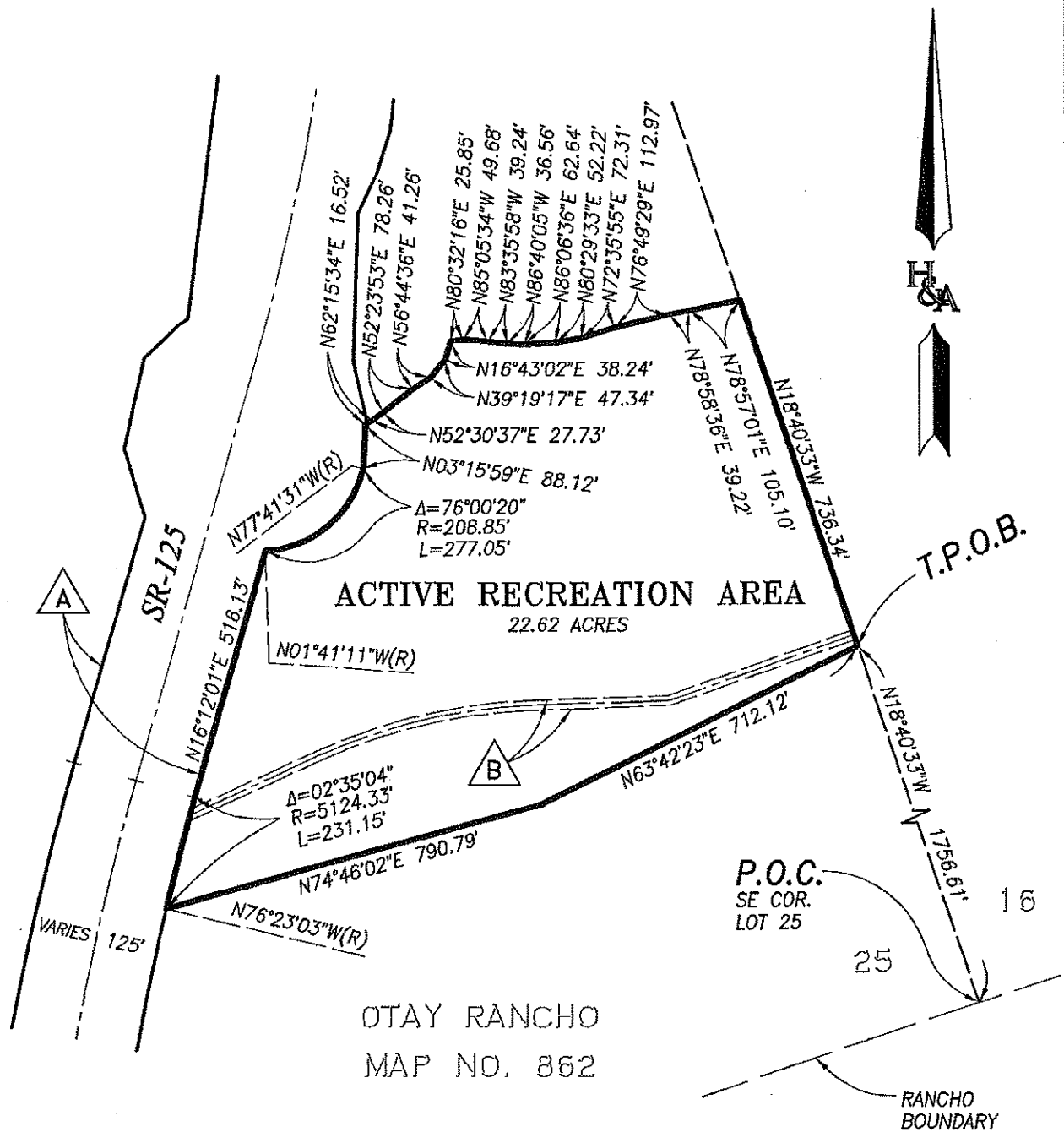
6/04/14
L.S. 8553



PLANNING 9707 Waples Street
ENGINEERING San Diego, Ca 92121
SURVEYING PH(650)558-4500 • FX(650)558-1414

EXHIBIT "B"

SHEET 2 OF 2 SHEETS



HUNSAKER & ASSOCIATES
SAN DIEGO, INC.
 PLANNING 9707 Waples Street
 ENGINEERING San Diego, Ca 92123
 SURVEYING PH(602)558-4500 FX(602)558-1414

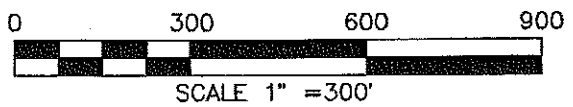


EXHIBIT I

IRREVOCABLE OFFER OF DEDICATION FOR UNIVERSITY PROPERTY

*Recording Requested by and
Please Return to:*

City Clerk
City of Chula Vista
P.O. Box 1087
Chula Vista, CA 91912

*This Instrument Benefits City Only.
No fee is required.*

This Space for Recorder's Use Only

APN(s) 644-080-17

C.V. File No. _____

**IRREVOCABLE OFFER
OF DEDICATION OF FEE INTEREST**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SSBT LCRE V LLC, a Delaware limited liability company**, represents that, as the owner(s) of herein-described real property, (*in the case of multiple owners, collectively referred to as "Grantor"*), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

FUTURE UNIVERSITY PURPOSES

The real property referred to above is situated in the City of Chula Vista, County of San Diego, State of California and is more particularly described as follows:

**SEE ATTACHED: EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT**

This Offer of Dedication is made pursuant to Section 7050 of Government Code of the State of California and may be accepted at any time by the City Clerk of the City of Chula Vista.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

SIGNATURE PAGE

Signed this _____ day of _____, 20_____

Grantor Signatures: SSBT LCRE V LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

(Notary Acknowledgment Required for Each Signatory)

This is to certify that the interest in real property offered herein to the City of Chula Vista, a governmental agency, is hereby acknowledged by the undersigned, City Clerk, on behalf of the Chula Vista City Council pursuant to authority conferred by Resolution No. 15645 of the Chula Vista City Council adopted on June 5, 1990, and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer.

By: _____
DONNA NORRIS, CMC, City Clerk

Date: _____

State of California

County of _____

On _____, before me, _____,

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 of Notary Public

(Notary Seal)

State of California

County of _____

On _____, before me, _____,

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
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WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)


EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF LOT 13 OF 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 ON FEBRUARY 7, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE EASTERLY LINE OF SAID LOT 13 SOUTH 18°41'56" EAST, 2833.89 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 50°58'25" WEST, 57.14 FEET; THENCE NORTH 32°18'24" WEST, 60.45 FEET; THENCE NORTH 19°52'25" WEST, 79.70 FEET; THENCE NORTH 10°31'35" WEST, 99.50 FEET; THENCE NORTH 05°10'36" WEST, 74.74 FEET; THENCE NORTH 07°56'58" WEST, 52.00 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 118°48'16" A DISTANCE OF 82.94 FEET; THENCE SOUTH 53°14'46" WEST, 26.00 FEET; THENCE SOUTH 51°05'52" WEST, 50.43 FEET; THENCE SOUTH 61°39'39" WEST, 90.22 FEET; THENCE SOUTH 48°31'20" WEST, 27.04 FEET; THENCE SOUTH 36°26'34" WEST, 91.97 FEET; THENCE SOUTH 78°03'27" WEST, 87.62 FEET; THENCE NORTH 18°47'53" EAST, 89.81 FEET; THENCE NORTH 33°36'51" WEST, 328.04 FEET; THENCE NORTH 34°08'47" WEST, 512.10 FEET; THENCE NORTH 84°46'10" WEST, 168.12 FEET TO THE BEGINNING OF A 510.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 87°12'49" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°04'06" A DISTANCE OF 196.43 FEET; THENCE SOUTH 24°51'17" WEST, 2025.24 FEET TO THE BEGINNING OF A 480.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°53'38" A DISTANCE OF 208.55 FEET; THENCE SOUTH 38°21'27" EAST, 13.01 FEET TO THE BEGINNING OF A 493.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 40°12'05" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°41'37" A DISTANCE OF 186.66 FEET; THENCE SOUTH 71°29'32" WEST, 65.93 FEET TO THE WESTERLY LINE OF

SAID LOT 13; THENCE ALONG SAID WESTERLY LINE NORTH 18°41'15" WEST, 2371.85 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY OF CHULA VISTA DESCRIBED IN DEED RECORDED JUNE 28, 2011 AS FILE NO. 2011-0326935 OF OFFICIAL RECORDS; THENCE LEAVING SAID WESTERLY LINE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NORTH 46°25'40" EAST, 495.29 FEET; THENCE NORTH 34°04'54" EAST, 732.68 FEET; THENCE NORTH 42°51'05" EAST, 265.78 FEET; THENCE NORTH 50°13'24" EAST, 315.59 FEET; THENCE NORTH 41°33'34" WEST, 72.14 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE LEAVING SAID SOUTHEASTERLY LINE ALONG SAID NORTHERLY LINE NORTH 71°57'57" EAST, 1107.50 FEET TO THE **POINT OF BEGINNING**.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 130.68 ACRES, MORE OR LESS.



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

6/04/14
P.L.S. 8553

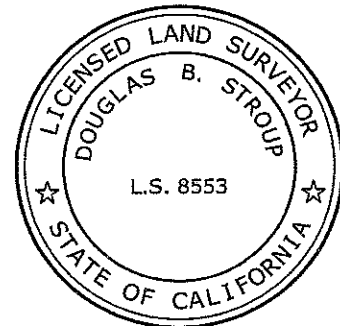


EXHIBIT "B"

SHEET 1 OF 2 SHEETS

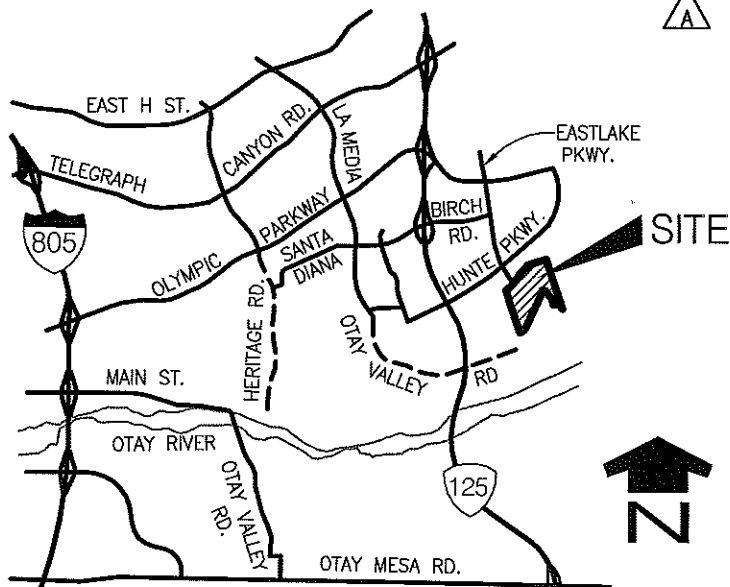
LEGEND:

P.O.B. INDICATES POINT OF COMMENCEMENT

(R) INDICATES RADIAL BEARING




LAND GRANTED TO THE CITY OF CHULA VISTA PER GRANT DEED RECORDED 6/28/2011 AS DOC. NO. 2011-0326935, O.R.

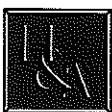


VICINITY MAP

NOT TO SCALE


DOUGLAS B. STROUP
EXP. 12/31/14

6/04/2014
L.S. 8553

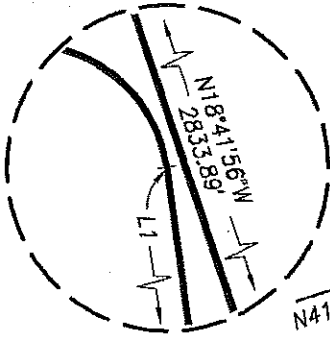


**HUNSAKER
& ASSOCIATES**
SAN DIEGO, INC

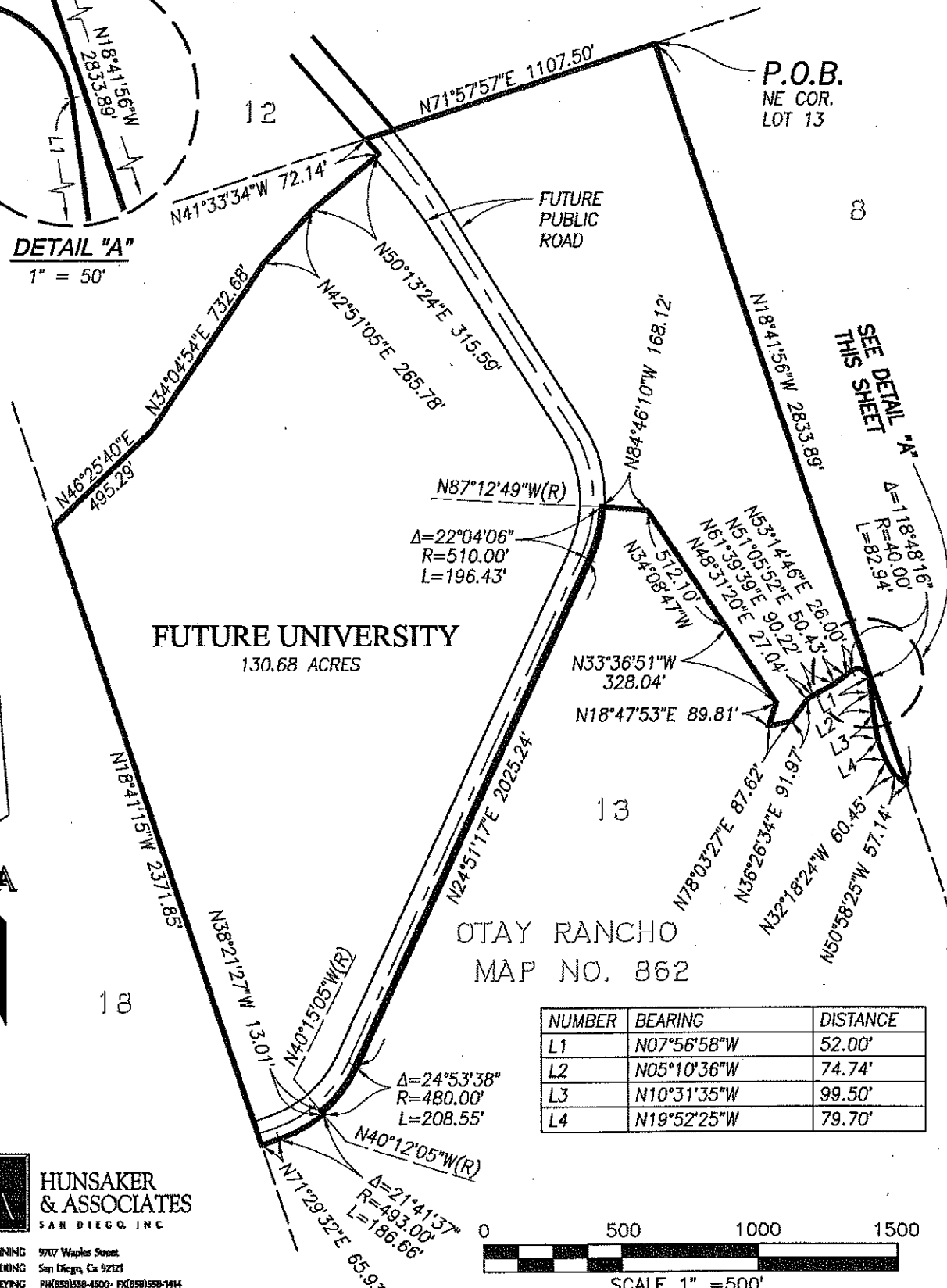
PLANNING 9707 Waples Street
ENGINEERING San Diego, Ca 92121
SURVEYING PH(650)550-4500 FX(650)550-4414

EXHIBIT "B"

SHEET 2 OF 2 SHEETS



DETAIL "A"
1" = 50'



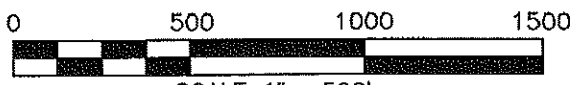
SEE DETAIL "A" THIS SHEET
 $\Delta = 118^\circ 48' 16''$
 $R = 40.00'$
 $L = 82.94'$

$\Delta = 22^\circ 04' 06''$
 $R = 510.00'$
 $L = 196.43'$

$\Delta = 24^\circ 53' 38''$
 $R = 480.00'$
 $L = 208.55'$

$\Delta = 21^\circ 41' 37''$
 $R = 493.00'$
 $L = 186.66'$

NUMBER	BEARING	DISTANCE
L1	N07°56'58"W	52.00'
L2	N05°10'36"W	74.74'
L3	N10°31'35"W	99.50'
L4	N19°52'25"W	79.70'



SCALE 1" = 500'

HUNSAKER & ASSOCIATES
SAN DIEGO, INC

PLANNING 5707 Waples Street
 ENGINEERING San Diego, Ca 92121
 SURVEYING PH(650)550-4500 FX(650)550-1414

EXHIBIT J

AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

TO: _____

THIS AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS is made and entered into this _____ day of _____, _____ by and between _____ (hereinafter "SELLER"), and _____ (hereinafter "Buyer").

RECITALS

SELLER is the owner of certain real property located in the County of San Diego, State of California, containing approximately 45 acres, as legally described on Exhibit "1" attached hereto ("Property").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. PURCHASE OF PROPERTY

SELLER agrees to sell the Property to Buyer and Buyer agrees to purchase the Property, upon the terms and conditions herein contained.

2. PURCHASE PRICE

The purchase price for the Property to be paid by Buyer SHALL BE _____ Dollars (\$ _____).

3. TERMS OF PAYMENT OF PURCHASE PRICE

The purchase price shall be paid as follows:

4. CONDITIONS PRECEDENT TO CLOSING

EXHIBIT J

5. ESCROW

This Agreement constitutes joint escrow instructions to _____

_____ ("Escrow Holder") instructing it to consummate this sale upon the terms and conditions set forth herein. Escrow Holder shall be concerned with the provisions of this paragraph and the paragraphs and subparagraphs below.

(a) Opening. Escrow shall open within three (3) days after execution of this Agreement by the parties.

(b) Deposit. Upon opening escrow, Buyer shall deposit:

(c) Effective Date. The effective date for all time requirements under this Agreement shall be the opening of escrow.

(d) Closing Date. This escrow shall close on or before _____.

(e) Prorations. All ordinary real property taxes levied or assessed against the Property shall be prorated between Buyer and SELLER on the basis of the latest bills and thirty (30) day month (360 day year) as of the close of escrow.

(f) Payment of Costs. The expenses of escrow described herein shall be paid in the following manner:

1. Seller shall pay the full cost of preparing, executing and acknowledging any deeds or other instruments required to convey title to the Property to Buyer, any tax that may be imposed on the conveyance of title to the Property to Buyer under the Documentary Transfer Tax Act of California, and one-half of the escrow fees.

2. Buyer shall pay the cost of recording the Grant Deed or other instrument executed by SELLER conveying title to the Property to Buyer and one-half of the escrow fees.

(g) Possession. Possession of the Property shall be delivered to Buyer on close of escrow.

EXHIBIT J

6. NOTICES

All notes under this Agreement shall be effective upon personal deliver to SELLER, Buyer, or Escrow Holder, as the case may be, or forth-eight (48) hours after deposit in the United States mail, registered or certified mail, postage fully prepaid, and addressed to the respective parties as follows:

To SELLER:

To BUYER:

To Escrow Holder:

or to such other address as the parties may from time to time designate in writing.

7. ACCESS

Buyer shall be entitled to reasonable access to the Property at any time prior to the close of escrow for the purpose of making such engineering, surveying, soils, geology and environmental studies as Buyer may reasonably deem necessary, all of which will be completed at no expense to SELLER. Buyer agrees to indemnify and hold SELLER and the Property free and harmless from any and all liens, costs, liabilities or expenses incurred in connection with such engineering, surveying, soils, geology and environmental studies.

8. ATTORNEYS' FEES

In any action between Buyer and SELLER seeking enforcement or interpretation of any of the terms or provisions of this Agreement, or in connection with any of the Property described herein, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable cost and expenses, not limited to taxable costs, and reasonable attorneys' fees.

EXHIBIT J

9. ASSIGNMENT

Buyer shall have the right to assign this Agreement and the rights and responsibilities under it with the consent of SELLER, which consent shall not be unreasonably withheld.

10. TIME OF ESSENCE

Time is of the essence in this Agreement.

11. PERFORMANCE OF ACTS

The parties hereto agree to perform such acts and execute such documents as may be required to carry out the terms and purposes of this Agreement.

12. PROPERTY "AS IS"

Buyer is relying solely upon its own inspections, investigations and analyses of the Property in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implies of any nature whatsoever regarding any such matters. Buyer acknowledges that it has become familiar with the Property and made such independent investigations and analysis as Buyer deems necessary or appropriate concerning Buyer's proposed use, sale and development of the Property.

13. MISCELLANEOUS

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement may be executed in counterparts. This Agreement shall be binding upon and shall inure to the benefit of all the parties hereto, their beneficiaries, successors and assigns.

Headings at the beginning of each numbered section of the Agreement are solely for the convenience of the parties and are not a part of this Agreement. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(NEXT PAGE IS SIGNATURE PAGE)

EXHIBIT J

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

IN WITNESS WHEREOF, Buyer and SELLER have executed this Agreement
the day and year first above written.

"BUYER"

By _____

"SELLER"

By _____

Receipt of executed copy of this Agreement is hereby acknowledged
this _____ day of _____

By _____

E X H I B I T K

DEVELOPMENT AGREEMENT PROVISIONS

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 existing Development Agreement:

"from _____, 20____, the date upon which the City may accept the Offers of Dedication in Sections 3.3 of that certain "Land Offer Agreement" by and between the City and OV Three Two, LLC; JJJ & K Investments Two, LLC; and RR Quarry, LLC, approved by the City Council on _____, 2008."

2. Tentative Map/Permit Duration. Section 6.2 of the existing Development Agreement, entitled "Length of Validity of Tentative Subdivision Maps," is hereby deleted in its entirety and replaced with the following:

"6.2 Tentative Map/Permit Duration. Pursuant to California Government Code section 66452.6, any tentative subdivision map, parcel map or other map authorized by the State Subdivision Map Act that is approved for the Project shall remain valid for a period of time equal to a term of this Agreement. In addition, notwithstanding any condition or provision to the contrary, every permit and approval for the Project other than ministerial approvals shall remain valid for a period of time equal to the term of this Agreement."

3. Growth . The second full paragraph of Section 5.2 appearing at page 8 of the existing Development Agreement, entitled "Development of Property," which begins "Notwithstanding the foregoing," shall be deleted in its entirety and replaced with the following:

"Notwithstanding any provision of this Agreement to the contrary, the City's Growth Management program, as set forth in the Growth Management Element of the City's General Plan, applicable to the Project shall be those in effect on the date the City approves the Land Offer Agreement referenced in Section 3 hereof."

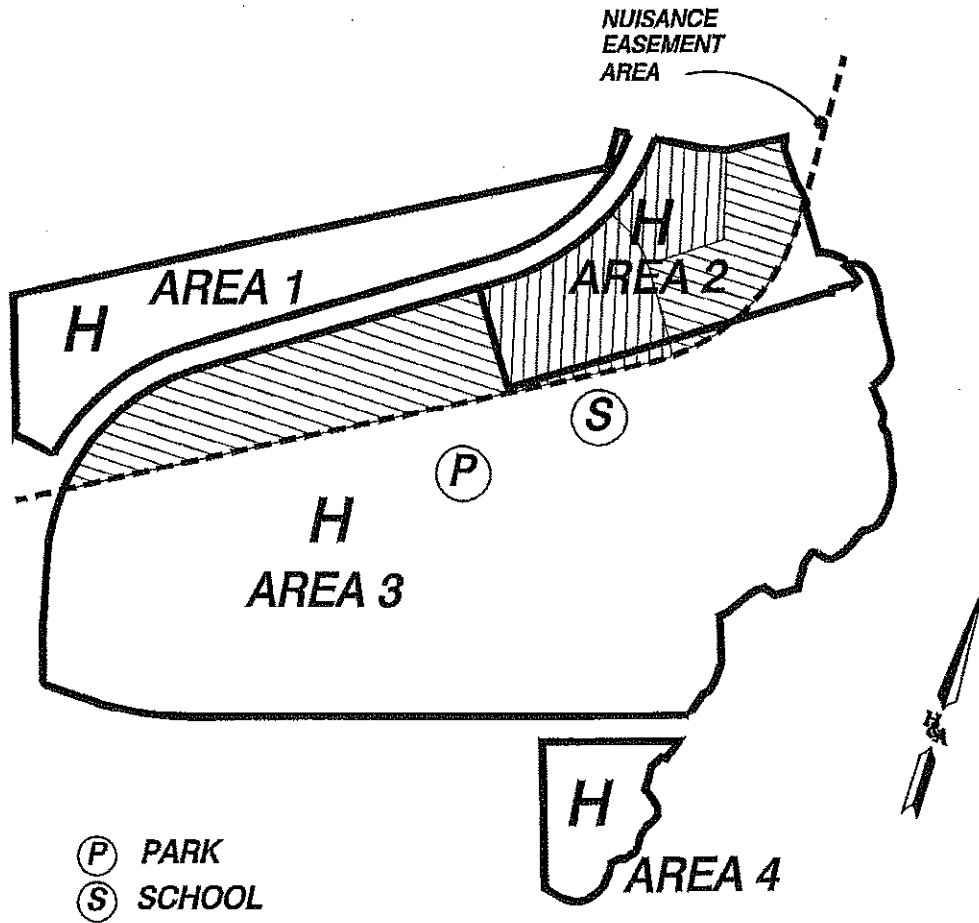
4. Modifications to Existing Project Approvals. The following sentence shall be added to the end of Section 5.2.3 of the existing Development Agreement:



"The parties agree that they accept the modifications to the Existing Project Approvals approved by the City Council on _____, 20____."

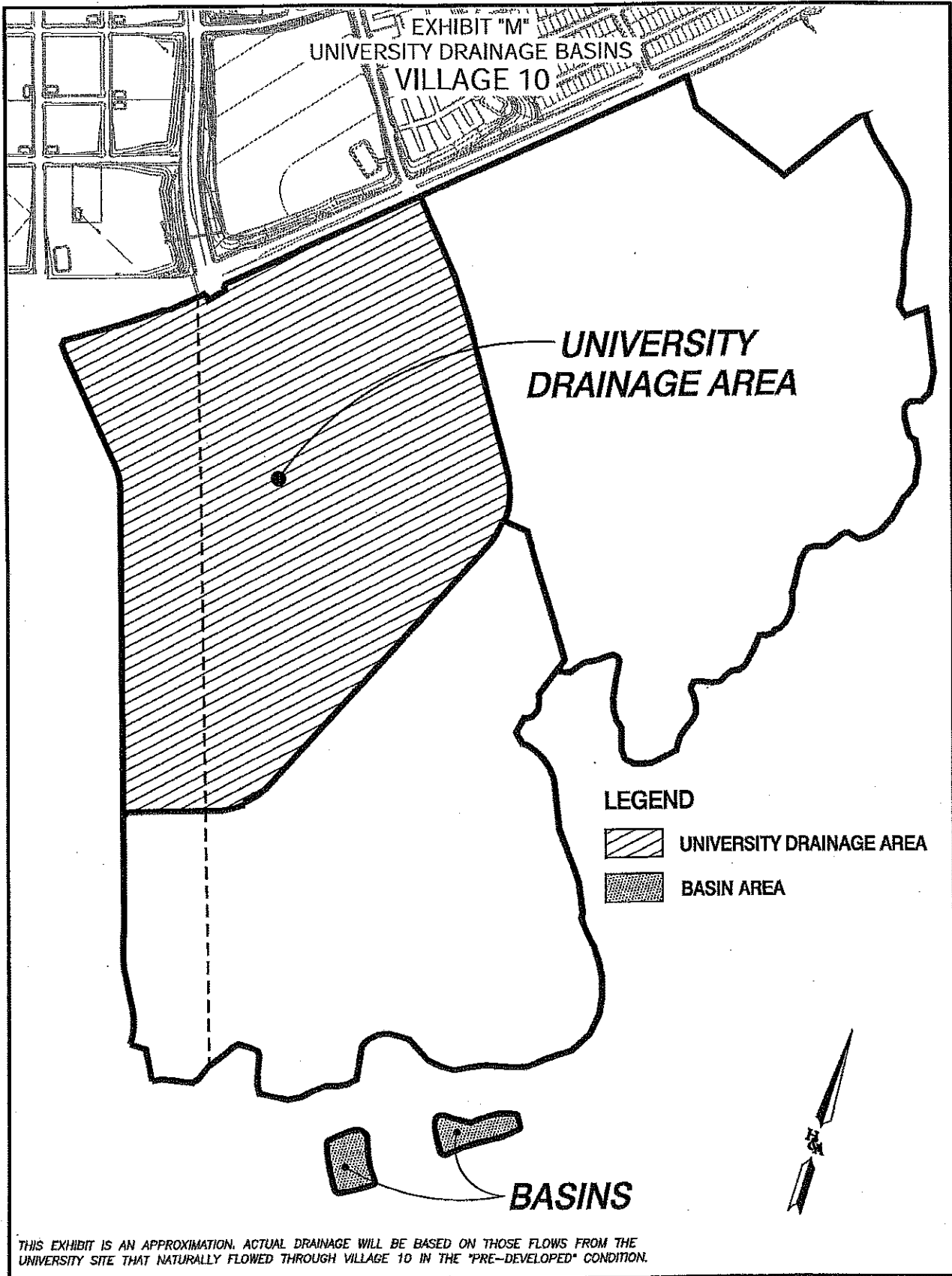
5. Reimbursement. At the end of the first sentence of Section 7.5 of the existing Development Agreement, entitled "Facilities Which are the Obligations of Another Party, or are of Excessive Size, Capacity, Length or Number," a new sentence shall be inserted as follows:

"City shall not require such monies or improvements unless City provides reasonable assurance of funding or reimbursement in accordance with State law and/or the City's ordinances."

EXHIBIT "L"
VILLAGE 3 NORTH
INDUSTRIAL CONVERSION PROPERTY



-  MIXED USE/OFFICE
(APPROX. 18.7 AC)
-  RESIDENTIAL
(APPROX. 31.3 AC)



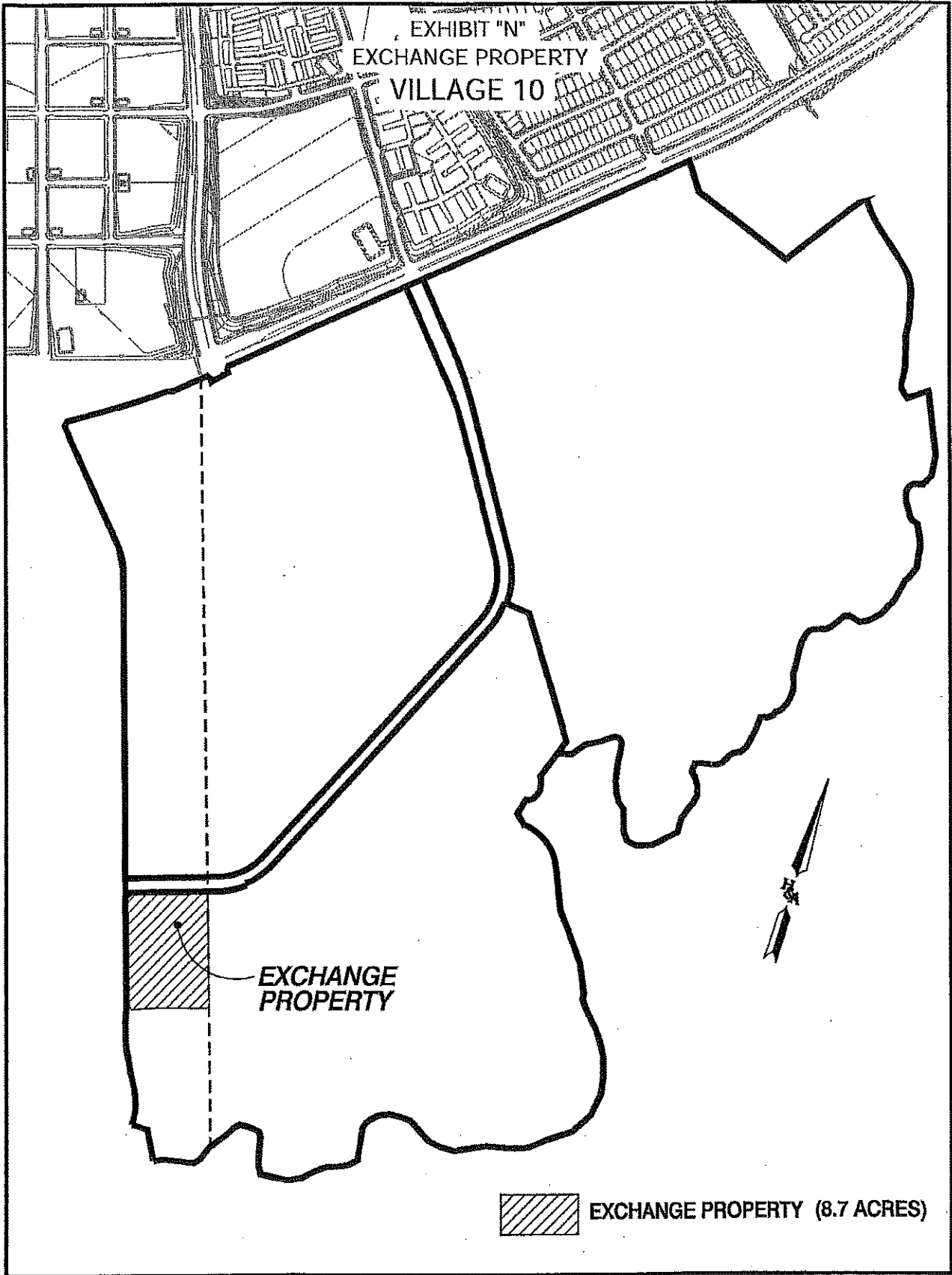


EXHIBIT "O"
UNIVERSITY LAKE PROPERTY

