

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)

PUBLIC BENEFIT AGREEMENT

This Public Benefit Agreement ("Agreement") is entered into and effective as of _____, 2016, ("Effective Date") by and between Flat Rock Land Company, LLC, a Delaware limited liability company ("Flat Rock"), Otay Land Company, LLC, a Delaware limited liability company ("OLC"), and the City of Chula Vista, a political subdivision of the State of California ("City"). Flat Rock is a wholly owned subsidiary of OLC, and any reference to OLC shall include Flat Rock. OLC and the City may also be referred to herein individually as a "Party" or when referring to more than one entity, depending on the context of the sentence, as "Parties".

RECITALS

A. OLC owns approximately 17.4 acres (based on Tentative Map No. CVT 09-04) of undeveloped real property more particularly described as "Parcel B" as shown on the attached Exhibit "1," as well as the real property described as "Parcel D" as shown on the attached Exhibit "2."

B. HOMEFED VILLAGE III MASTER, LLC, a Delaware limited liability company ("Village III Master") owns approximately 17.8 acres (based on Tentative Map No. CVT 13-02) of undeveloped real property more particularly described as "Parcel A" as shown on the attached Exhibit "1," as well as the real property described as "Parcel C" as shown on the attached Exhibit "2." Otay Land II acquired Parcel A and Parcel C from SSBT LCRE, V, LLC ("SSBT").

C. Parcels A and B, consisting of a total of approximately 35.2 acres, are part of a master planned community commonly known as the Otay Ranch Project and are currently designated under the City's General Plan ("GP"), Otay Ranch General Development Plan ("GDP") and the Sectional Planning Area Plans ("SPA") for Villages Three North, a portion of Four, and Eight West as open space and a future community park site.

D. The City's Parklands and Public Facilities Ordinance, Municipal Code Sections 17.10 et seq. ("PLDO"), requires development projects such as the Otay Ranch Project to provide land and/or improvements for neighborhood parks and community parks in accordance with the standard of 3 acres per 1,000 residents to mitigate the impacts from such projects.

E. Parcels C and D, consisting of a total of approximately 100 acres, are currently designated under the GP as "open space- active recreation" and under the GDP as "active recreation." An area of approximately 15 acres within Parcel D, identified on Exhibit "2" as "Commercial Recreation," will be retained by Flat Rock and will not be conveyed to the City under this Agreement. Flat Rock shall dedicate to the City real property interests in the Commercial Recreation Area adequate for public access and utilities consistent with City subdivision and planning regulations. (The present configuration of the "Commercial Recreation" component of Parcel D is preliminary in nature and subject to refinement as part of site design, planning review and future land use approvals by the City). Both parcels are located south of the Otay River in the Otay River Valley in close proximity to other types of active recreational uses such as a water park and the Sleep Train Amphitheatre.

F. Pursuant to the GDP, a regional park may be established in the Otay River Valley in order to provide for a range of active recreation uses. Such active recreational areas are required to be located a minimum of 100 feet away from areas occupied by sensitive biological features. The Landowners of Parcels C and D and the City have a mutual desire to facilitate the development of a regional active recreational community park on Parcels C and D that will be compatible with the adjacent land uses and will be publicly accessible.

G. The GDP provides that regional parks should consist of a minimum of 50 usable acres for active recreation uses which include such uses as sports complexes and parking, restroom and other support facilities. Accordingly, neither Parcel C nor Parcel D, individually, is of use to the City without the other parcel, as more particularly set forth herein.

H. On or about April 15, 2008, City and OLC entered into that certain Land Offer Agreement ("OLC- LOA") subsequently recorded in the San Diego County Recorder's Office on April 24, 2008, as Document No. 2008-0218696 for Villages 8 West and 9 within the Otay Ranch Project. In accordance with the OLC- LOA, OLC has processed amendments to the GP and GDP, and other associated entitlements, which designate Parcel B as Community Park.

I. On or about July 8, 2014, the City and SSBT entered into that certain Restated and Amended Land Offer Agreement ("SSBT- LOA") subsequently recorded in the San Diego County Recorder's Office on July 29, 2014 as Document No. 2014-0319703, for a portion of Village 3 North, a portion of Village 4, and for Villages 8 East, and 10 within the Otay Ranch Project. The City Council subsequently approved SSBT entitlement applications consistent with the SSBT-LOA.

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, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1. Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specifically defined terms are distinguished by having the initial letter capitalized, when used in this Agreement. The defined terms include the following:

"OLC Entitlements" mean: (i) amendments to the Village 8 West Sectional Planning Area Plan ("SPA Plan"), which establishes a land use designation for a portion of Parcel B (located in Village 8 West) consistent with "Town Center 18-45 DU's per acre" and/or a portion consistent with "Medium High Residential 11-18 DU's per acre," and which may include allowable density transfers between SPA Plans which will not result in any net new or increased residential units within the Otay Ranch General Development Plan, and (ii) appropriate California Environmental Quality Act compliance for such discretionary actions. The scope of OLC Entitlements described herein is preliminary in nature and subject to revision by OLC.

"Otay Land II Entitlements" mean: (i) amendments to the City's General Plan and the Otay Ranch General Development Plan which establishes a land use designation for Parcel A consistent with "Medium High Residential 11-18 DUs per acre" and/or "Town Center 18-45 DUs per acre"; (ii) Sectional Planning Area Plan ("SPA Plan") for Parcel A consisting of development that will be consistent with said designation and accompanying densities and intensities of development, including allowable density transfers between SPA Plans which will not result in any net new or increased residential units within the Otay Ranch General Development Plan; (iii) a concept and mass grading plan for the Finger Park (as described in section 2.1.) approved to the satisfaction of the Directors of Public Works and Recreation, (iv) the re-designation of the Finger Park as a park site under the GP, GDP, and applicable SPA Plan; and (v) appropriate California Environmental Quality Act compliance for the discretionary actions outlined herein. The scope of Otay Land II Entitlements described herein is preliminary in nature and subject to revision by Otay Land II.

"Environmental Law" means any applicable federal, state, regional or local statutes, regulations, ordinances, codes, permits, orders, or published decisions relating to: (i) air emissions, Hazardous Materials, storage, and release to the environment of hazardous or toxic substances, generation, treatment, storage and disposal of hazardous wastes, wastewater discharges and similar environmental matters; or (ii) the impact of the matters described in the preceding clause upon human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 6901 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code Section 25300 et seq.) and the Porter-Cologne Water Quality Control Act (Cal. Wat. Code section 13000 et seq.).

"Effective Date" means the date this Agreement is effective and is set forth in the first paragraph of this Agreement.

"Hazardous Materials" mean any substance, material or waste which is or becomes (i) regulated by any local or regional governmental authority, the State of California or the United States Government as hazardous waste, (ii) defined as a "solid waste", "sludge", "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "Non-RCRA hazardous waste," "RCRA hazardous waste", or "recyclable material"; under any federal, state or local statute, regulation or ordinance, including without limitation Sections 25115, 25117, 25117.9, 25120.2, 25120.5, 251227, 25140, 25.141 of the California Health and Safety Code; (iii) defined as

"Hazardous Substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "Hazardous Material", "Hazardous Substance", or "Hazardous Waste" under Section 25501 of the California Health and Safety Code; (v) defined as a "Hazardous Substance" under Section 25281 of the California Health and Safety Code; (vi) asbestos; (vii) petroleum products, including without limitation, petroleum, gasoline, used oil, crude oil, waste oil and any fraction thereof, natural gas, natural gas liquefied, natural gas or synthetic fuels, (viii) materials defined as hazardous or extremely hazardous pursuant to the California Code of Regulations; (ix) polychlorinated biphenyls; (x) defined as a "Hazardous Substance" pursuant to Section 311. of the Federal Water Pollution Control Act (33 U.S.C. Section 1251, *et seq.*); (xi) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901., *et seq.*, (xii) defined as a "Hazardous Substance" or "Mixed Waste" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* and regulations promulgated hereunder; (xiii) defined as a "Hazardous Substance" pursuant to Section 401.1.5 of the Clean Water Act, 40 C.F.R. 116; or (xiv) defined as an "Extremely Hazardous Substance" pursuant to Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002, *et seq.*

"Remediation Measures" mean (i) any investigation, assessment, monitoring, clean up, containment, remediation, mitigation, use restrictions, removal, storage, disposal and/or treatment of soils or groundwater contamination, including the preparation and implementation of any work plans and the obtaining of licenses or permits with respect thereto, (ii) any response to, or preparation for, any inquiry, order, hearing or other proceeding by or before any governmental body with respect to any soils or groundwater contamination, and (iii) the offsite transport, treatment, storage or disposal of Hazardous Materials.

"Village 4 Community Park" refers to the approximately 44.0 acres of public park land subject to an irrevocable offer of dedication to City of Chula Vista on Otay Ranch Village 2 and Portions of Village 4 "A" Map No. 15350 recorded in the County of San Diego on May 26, 2006.

ARTICLE 2 PROCESSING ENTITLEMENTS

2.1. Adjacent park sites. OLC acknowledges that as of the Effective Date of this Agreement, both Parcels A and B make up an approximately 35.2 acre site designated for community park uses, located south of the Village 4 Community Park and the future park site commonly known as the "Finger Park" as shown on Exhibit 1. OLC agrees that the OLC Entitlements submitted for consideration by the City, shall take into account the proposed development adjacent to Parcel B and the Village 4 Community Park. The Entitlements, including land use and grading plans, shall comply with all of the following requirements:

- (i) Development of Parcel B shall be compatible in use and design with Parcel A and will not have a negative impact on the active park uses of the Village 4 Community Park.
- (ii) Any land use plan submitted for Parcel B shall complement the park design of the Village 4 Community Park.

(iii) OLC shall work cooperatively with Otay Land II to ensure adequate access to both Parcels A and B. Parcel B shall provide access to the residential components of the proposed land use plan for Parcel B, consistent with the City's Subdivision Ordinance and other applicable regulations. Parcel B will provide access to the Village 4 Community Park consistent with the City's Subdivision Ordinance and other applicable regulations.

2.2. No Effect on OLC-LOA. The Parties understand and agree this Agreement has no force or effect on any of the obligations and rights under the OLC-LOA. If this Agreement is terminated and the applications submitted for the OLC Entitlements are considered withdrawn as provided herein or the City does not approve the OLC Entitlements, the OLC-LOA shall remain in full force and will not be impacted in any manner by the terms of this Agreement.

2.3. Park Obligation. OLC acknowledges and agrees that nothing herein shall be construed as satisfying the City's park obligations for OLC's development projects within the Otay Ranch Project pursuant to the PLDO; but rather, this Agreement allows for the possible re-designation of Parcel B for residential purposes if an alternative park site can be located on Parcels C and D in accordance with the terms set forth herein. In such event, the parties agree that OLC shall receive credit for the usable park land acres of Parcel B (approximately 16.9 acres) of land dedication under the PLDO, provided that the park site on Parcel D has been delivered to the City and the requirements set forth in Sections 3.1 and 3.2 have been satisfied.

ARTICLE 3 PARCELS C & D

3.1. Condition Precedent to OLC Entitlements. The Parties acknowledge that as a condition precedent to the City considering approval of the OLC Entitlements that would result in the removal of Parcel B from the City's park system, all of the following criteria must be satisfied:

- (a) alternative park land must be identified in an alternative location that is acceptable to the City;
- (b) said park land shall be suitable for use as a regional active-recreation community park and must be capable of supporting tournament level sport fields and activities at a level deemed sufficient to the City, in its sole discretion, as analyzed in that certain feasibility study described in Section 3.4 herein;
- (c) the alternative park land is free and clear of any environmental condition or Hazardous Materials which would be a violation of any Environmental Law, is not subject to any remaining Remediation Measures that would prevent use of the land as a regional active- recreation community park, and is in a condition the City decides is acceptable;
- (d) the property is free and clear of all liens and encumbrances other than:
 - (i) any easements and rights-of-way required for development of Parcels C and D as a community park as approved by the City;
 - (ii) prorated non-delinquent real estate taxes, special taxes and assessments; and

(iii) those exceptions to title that are approved by the City; and

(e) At least ninety (90) days before the first public hearing held by the City to consider approval of the Village III Master Entitlements, Village III Master shall provide evidence to the City, which evidence must be accepted by the City in its discretion, that it owns the fee title to the fee property presently owned by a third party that currently bisects Parcel C (as shown on Exhibit 2 and 4). Further, as a condition of approval of the Village III Master Entitlements by the City, if any, Village III Master must convey to the City the fee property presently owned by a third party that currently bisects Parcel C, (as shown on Exhibits 2 and 4), as well as relocate or re-site any active facilities located on or under the land inconsistent with the proposed regional active-recreation community park and related park amenities and improvements, to the satisfaction of the City manager, or designee.

3.2. Additional Information. OLC has identified Parcel D as an alternative park site for purposes of processing the OLC Entitlements. In order for the City to determine if Parcel D meets the criteria described in Section 3.1 above, compliance with the following provisions shall be required:

3.2.1. Initial Environmental Assessment Reports. Within sixty (60) days of the Effective Date of this Agreement, OLC shall provide the City with a Phase I Environmental Assessment Report ("Phase I") for Parcel D, by a professional firm acceptable to the City. OLC shall within one hundred and twenty (120) days from the Effective Date of this Agreement, provide the City with a Phase II Environmental Assessment Report ("Phase II") for Parcel D by the same professional firm. No later than sixty (60) days prior to the first public hearing for the OLC Entitlements, OLC shall provide the City with an update of the Phase II Environmental Assessment Report for Parcel D by the same professional firm. All Environmental Assessment Reports prepared in accordance with Paragraph 3.2.1, shall comply with AAI standards ("All Appropriate Inquiries") and other appropriate standards and practices as may be promulgated by state and federal laws and regulations. OLC shall be responsible for the costs of said reports, including the cost of the City retaining an expert to review the reports should the City deem it necessary. If after the City's review of either the Phase I, Phase II or the update to the Phase II for Parcel D, the City determines the environmental condition is not acceptable to the City, OLC may, in its discretion; cure the condition of Parcel D within sixty (60) days of City's written notice that such property is not acceptable or in the case of the updated Phase II Environmental Assessment Report, within fifteen (15) days after City's written notice that such property is not acceptable. If OLC decides not to cure the condition of Parcel D this Agreement shall be terminated and any applications submitted for the OLC Entitlements shall be considered withdrawn by OLC and all hearings for the OLC Entitlements shall be cancelled. OLC is fully responsible for the administration and oversight of the environmental condition of Parcel D until such time as the City should decide to accept the irrevocable offer of dedication for Parcel D.

3.2.2. Preliminary Title Reports. Upon the Effective Date of this Agreement, OLC shall provide the City with the Preliminary Title Reports for Parcel D. OLC may

place liens, encumbrances and other title exceptions on Parcel D; provided, however that should the City agree to accept Parcel D, such liens, encumbrances, and other exceptions to title shall be removed from the title to said property in accordance with the terms of this Agreement. OLC shall provide the City with written notice of any liens, encumbrances, or other exceptions placed on Parcel D within thirty (30) days of its placement on said property.

3.2.3. Additional Information. OLC shall submit and process concurrently with the submittal and processing of the OLC Entitlements (at OLC's risk of costs and fees expended), all of the following items:

- (1) scaled site plans and a mass grading plan, to the satisfaction of the Director of Development Services, or designee, for Parcels C and D that shows tournament level sport fields and other related facilities, with acceptable public access and utilities, contiguity of operations, and feasibility of use;
- (2) all technical studies, including biology studies, reasonably requested by the City; and
- (3) environmental documentation, at a project level analysis that would allow for the future approval by the City of precise grading and improvements plans (as described in Paragraph 4.2 below) for construction of a community park on Parcels C and D.

OLC agrees to take all actions necessary to process said documents concurrently with the OLC Entitlements. The conceptual site plan and mass grading plan for Parcels C and D must demonstrate to the City's reasonable satisfaction that the minimum net useable acres available on Parcels C and D (combined) is consistent with the total number of acres needed for a viable regional active recreational park as determined in the Feasibility Study described in paragraph 3.4.

OLC shall submit an irrevocable offer of dedication (IOD) for Parcel D, in a form substantially similar to the attached Exhibit "4" and to the Director of Development Services, or designees, satisfaction, thirty (30) days in advance of public hearing for OLC Entitlements with encumbrances removed from title as provided in Paragraph 3.3.2 below. Such IOD for Parcel D shall include language that a Covenant of Easement through the Commercial Recreation area owned by Flat Rock as described in Exhibit "2" shall be recorded pursuant to Government Code Section 65870 *et seq.* The City shall not have the right to accept the IOD for Parcel D unless and until OLC Entitlements for Parcel B have been approved by the City and only after the City has determined that the parcel is in compliance with Sections 3.1, 3.2, 3.3 and 3.4 (regarding the City's determination about the viability of a regional active recreational community park on Parcels C and D).

While the Parties acknowledge that OLC does not own Parcel C, a single conceptual park and grading plan is required for both parcels in order to plan a regional active-recreation community park at this location. OLC agrees to use its reasonable best efforts to coordinate with

the owner of Parcel C to provide information in a manner that will facilitate the joint planning and evaluation of both Parcels C and D. The Parties understand and agree that in order for the conceptual park and grading plans for Parcels C and D to be processed and approved by the City, other applicable governmental agencies may be required to be consulted and suitable buffers and boundary adjustments may be needed in order for Parcels C and D to be used as a regional active-recreation-community park. OLC shall work with the City to identify all required buffers and areas not suitable for park uses on all of the appropriate plans and entitlement documents and shall in conjunction with the City, negotiate with the applicable agencies as may be required to allow for development on Parcels C and D for said uses.

3.3. Both Parcels in Compliance. For purposes of this Agreement, Parcel D shall be considered to be in compliance with Section 3.1 (c) and (d), if all of the conditions described in this Section 3.3 below are determined by the City to be satisfied. OLC acknowledges and agrees, however, that both Parcels C and D must satisfy all of the conditions described in this Section 3.3 below (in other words if one parcel does not satisfy all of the following conditions, the City shall not accept the other parcel and these conditions shall not be deemed satisfied). Notwithstanding such acknowledgment, OLC shall have no obligation or responsibility whatsoever for Otay Land II Entitlements, and shall process the OLC Entitlements independently from Otay Land II Entitlements.

3.3.1. Hazardous Materials. City has approved, in its sole discretion, all Hazardous Materials assessment reports provided by OLC and has determined that the environmental condition (presence of Hazardous Materials) for Parcel D is acceptable. OLC shall be responsible for addressing and resolving all Hazardous Materials issues regarding Parcel D in the manner set forth in Paragraph 3.2.1 herein. The Parties understand that the City will not accept title to Parcel D if the City finds the environmental condition (presence of Hazardous Materials) of Parcel C is unacceptable, in other words, even if the environmental condition of Parcel D is acceptable, the City will not accept the property unless Parcel C is also acceptable.

3.3.2. Removal of Encumbrances. OLC understands and agrees that in order for the City to accept fee title to Parcel D, Parcel D must be free and clear of all liens and encumbrances other than:

- (i) any easements and rights-of-way, approved by the City, that are required for development of Parcel D as a community park;
- (ii) prorated non-delinquent real estate taxes, special taxes and assessments; and
- (iii) those exceptions to title that are approved by the City ("Permitted Exceptions") for Parcel D.

In addition, the Landowners shall not pledge the rights to this Agreement as security for any of its other obligations.

No later than thirty (30) calendar days prior to the first public hearing on the OLC Entitlements, OLC shall remove all liens, encumbrances and any other exceptions, other than the Permitted Exceptions, and any other exception not approved by the City from the

title to Parcel D or otherwise demonstrate, to City's satisfaction, an irrevocable commitment and ability to remove said title matters immediately upon approval of the OLC Entitlements. OLC shall provide the City with an updated Title Report for Parcel D fifteen (15) calendar days prior to the last public hearing for the OLC Entitlements. OLC understands and agrees that if it fails to remove all liens, encumbrances and those exceptions, other than the Permitted Exceptions, not approved by the City, in the time frames set forth herein, the City shall not consider Parcel D as an alternative park site available for a regional active-recreational community park that would allow for the re-designation for Parcel B. For purposes of this provision, "pro-rated" means all amounts that are owed by the property owners prior to transfer to the City of said properties.

3.3.3. Clearance. A Certificate of Completion, Notice of "No Further Action" or "Closure" from the County of San Diego has been provided for Parcel D that confirms that all Hazardous Materials issues have been resolved and all cleanup orders have been satisfactorily completed. Further, in the event a Hazardous Materials assessment report provided to and approved by the City determines that Parcel C has an environmental condition (the presence of Hazardous Materials), then a Certificate of Completion, Notice of "No Further Action" or "Closure," or equivalent, from the County of San Diego will be required to be issued or provided for Parcel C that confirms that all Hazardous Materials issues have been resolved and all cleanup orders have been satisfactorily completed. The Parties understand that the City will not accept title to either Parcels C or D if the City finds the environmental condition (presence of Hazardous Materials) of the other parcel unacceptable, in other words even if the environmental condition of Parcel D is acceptable the City will not accept the property unless Parcel C is also acceptable.

3.3.4. No Lawsuits. OLC shall provide either (i) documentation, such as a record of decision, settlement agreement or final judgment decree, that confirms to the City's satisfaction that all litigation matters that may affect the condition of Parcel D's title, the use and enjoyment of the site as a public active recreational park and the Remediation Measures relating to said site have been finally adjudicated and no further legal action of such nature is pending, including any actions by third parties as applicable, or (ii) documentation demonstrating to the satisfaction of the City that any unresolved litigation relating to Hazardous Materials previously existing on Parcel D involves only the responsibility and allocation of costs incurred in connection with the clean-up of such contamination only, for which the City shall have no obligation whatsoever, and which cost obligation shall not cloud title to Parcel D.

3.3.5. Warranties. The written disclosures and warranties contained in Article 5 of this Agreement have been provided to the City by the Effective Date of this Agreement.

3.4. Feasibility Study. Within ninety (90) days of the Effective Date of this Agreement, Otay Land II and OLC will provide City with an opportunities and constraints analysis regarding Parcels C and D to determine at a threshold level whether Parcels C and D can feasibly accommodate a community park. The City shall determine, in its sole discretion, whether Parcels C and D are suitable for use as a regional active-recreation community park and are capable of supporting tournament level sport fields and activities at a sufficient level. The opportunities and constraints analysis shall examine matters such as biological resources,

archaeological resources, access constraints relating to acceptable public access and utilities, contiguity of operations, and feasibility of use, etc. to determine whether the site warrants a further, more detailed feasibility study. In the event that City, Otay Land II and OLC determine that there are no fatal flaws identified in the opportunities and constraints analysis, then, within one-hundred and fifty (150) days of the Effective Date of this Agreement, Otay Land II, OLC and the City shall enter into a Four Party Agreement with a consultant in accordance with the terms of the City's standard consultant agreement in order for such consultant to prepare a feasibility analysis to be paid for equally by Otay Land II and OLC. The analysis will determine the amount of park land and types of facilities needed to support tournament level sports fields and other related types of activities and any other matter determined needed by the City to make a determination under this Agreement regarding the viability of a regional active recreational community park on Parcels C and D. The consultant shall be chosen by the City with input from Otay Land II and OLC.

ARTICLE 4 SUBSEQUENT OBLIGATIONS

4.1. Conveyance. In the event that City approves the OLC Entitlements the City may accept the Irrevocable Offers of Dedication. Notwithstanding the foregoing, OLC understands that the City may not accept the IOD for Parcel D until and unless the obligations set forth in Paragraphs 4.2 and 4.3 are satisfied.

4.2. Grading Plans. In the event that City approves the OLC Entitlements and has found that Parcels C and D have met the requirements set forth in Sections 3.1, 3.2, 3.3, and 3.4, then (1) a single mass grading plan for Parcels C and D combined and (2) improvement plans for public access and public utilities to Parcels C and D combined, including potable water, reclaimed water, sewer tie-ins, etc., shall be submitted for the City's review and approval prior to the City approving the first final map for the portion of Village 8 West that is subject to the OLC Entitlements.

4.3. Delivery of Park. In the event that City approves the OLC Entitlements and has found that Parcels C and D have met the requirements set forth in Sections 3.1 and 3.2, Parcel D shall be improved and delivered to the City, to the City's satisfaction, within one year after the City's written request to OLC to improve and provide, to the City's satisfaction, Parcel D as a park site in a condition consistent with PLDO standards including the following improvements; two vehicular and pedestrian access points from Heritage Road to Parcel C and all required utility connections needed to provide water, reclaimed water, sewer and other services to the site. If the improvement and delivery of Parcel D described above has not yet occurred, then OLC agrees that prior to the first final map in the portion of Village 8 West that is subject to the OLC Entitlements OLC shall deliver, subject to the City's approval, a performance bond and a material and labor bond or other form of security consistent with the PLDO requirements to the City in an amount equal to the cost (including an appropriate contingency amount) required to deliver Parcel D to the City as a park site consistent with this paragraph (including the cost of preparing a grading and improvement plan for Parcel D as described in Paragraph 4.2 unless said grading and improvement plan has already been approved by City). OLC understands and agrees that the City may enforce said security if OLC fails to comply with the provisions of this Paragraph 4.3, which may include the cost of preparing the precise grading and improvement

plan described in this Paragraph 4.3. Notwithstanding the foregoing, the time frames contained herein shall be tolled for the purposes of remediating any contamination found on the sites to the satisfaction of the City Manager or designee. Further, upon either the improvement and delivery of Parcel D described above, or the delivery to the City of an approved bonds or other security discussed above, OLC shall be given appropriate credit for satisfaction of applicable park requirements under City codes and regulations. OLC shall remain obligated to comply with all applicable PLDO requirements in addition to the provision of land, such as the requirement to pay its share of applicable park fees relating to the 35.2 total net acres for Parcels A and B.

ARTICLE 5 ENVIRONMENTAL MATTERS

5.1. Responsibility for Remediation Measures. OLC shall remain responsible for the cost and performance of any Remediation Measures for Parcel D, to the extent that such Remediation Measures arise from any of the following:

- (i) required under Environmental Law by a written order, notice or directive of any governmental body or as otherwise set forth in any judgment decree by a court of competent jurisdiction rendered prior to the date the irrevocable offers of dedication for such properties are accepted by the City;
- (ii) the presence of Hazardous Materials of which OLC has knowledge, it being agreed that the OLC has knowledge of those matters disclosed in the Phase I, Phase II and updated Phase II;
- (iii) the presence of such Hazardous Materials demonstrated through tests or investigations of the City, as the City is allowed to make at its sole discretion, prior to the date the IOD is accepted by the City; and
- (iv) any Hazardous Materials, whether known or unknown to the Parties, that were present in soil or groundwater prior to the date the IOD for such property is accepted by the City.

In addition, OLC may undertake such Remediation Measures as it reasonably determines are required under Environmental Law or which it otherwise reasonably believes are appropriate.

5.1.2. Performance of Remediation. OLC shall perform Remediation Measures over Parcel D to the standard that allows for the use of Parcel D as a regional active-recreational community park. OLC understands and agrees that if Parcel D should be rendered materially inconsistent with its use or development as a regional active-recreational community park, either due to the performance of Remediation Measures or the existence of Hazardous Materials, Parcel D shall be deemed not to meet the criteria set forth in section 3.1 as an alternative park site.

If OLC undertakes Remediation Measures under the supervision of a governmental agency with jurisdiction over said matters, OLC shall obtain written evidence of such governmental agency's approval of said work and confirmation that all Hazardous

Materials have been remediated as required by all applicable Environmental Law(s) for the desired use of such property as a regional active-recreational community park.

With respect to Remediation Measures required by a written order, notice or directive of any governmental body or as otherwise set forth in any judgment decree by a court of competent jurisdiction, OLC shall be deemed to have discharged such undertaking and its obligation with respect thereto whenever it has performed such Remediation Measures and it has either received final written notice from the appropriate governmental agency that no further Remediation Measures are then required with respect to the contamination in question provided however such notice provides that such parcels may be used for the purposes described herein.

5.2. Indemnification. The Parties agree that the City shall not assume or become obligated for matters described in this Section 5.2 herein, including any Hazardous Materials, whether known or unknown to the Parties, that were present in soil or groundwater prior to the date the IOD for Parcel D is accepted by the City, all of which shall remain the sole responsibility of, and be discharged and performed by OLC as may be required. As related to Parcel D, OLC shall be responsible for defending, indemnifying, protecting and shall hold harmless the City, its elected and appointed officers, employees, and other persons working on behalf of the City from and against all claims, liabilities, penalties, losses, actions, Remediation Measures or proceedings whether judicial or administrative, writs, orders, injunctions or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under or about Parcel D, or any building by OLC thereon or discharge in or from said Parcel of any Hazardous Materials or the Landowner's use, analysis, storage, transportation, disposal, release threatened release, discharge or generation of Hazardous Materials to, in , on under, about, or from said parcel or any building thereon, or OLC's failure to comply with any Environmental Law. OLC's obligations hereunder shall include, without limitation, whether foreseeable or unforeseeable, future grading activities required to be performed by OLC pursuant to the terms of this Agreement.

5.3. Representations. OLC represents and warrants to the City as of the Effective Date of this Agreement, that except as set forth in the Phase I, Phase II and update to Phase II prepared by environmental consultants and any other environmental documents provided to or made available to the City, to the best of OLC's knowledge:

(i) there has not been a release of Hazardous Material on or otherwise affecting Parcel D that constitutes an un-remedied violation of any Environmental Law or which would impose a remediation obligation under any Environmental Law by OLC;

(ii) OLC has not received any written notice of any material proceedings, action, or other claim or liability arising under any Environmental Law from any person, entity or governmental body regarding the remediation of Parcel D;

(iii) no portion of Parcel D contains or has ever contained any underground storage tank surface impoundment or similar device used for the management of wastewater, or other waste

management unit dedicated to the disposal, treatment or storage of waste materials or Hazardous Materials;

(iv) there are no transactions, suits, proceedings or investigations pending or threatened against OLC which would adversely affect City's proposed use of Parcel D as a regional active recreation community park; and

(v) there are no proceedings before regulatory authorities, no actions, suits, claims or proceedings pending or the best of the knowledge of OLC threatened against or affecting Parcel D, other than such actions or matters that have been disclosed to the City as of the Effective Date of this Agreement and are listed on Exhibit "3".

All of the provisions of this Article 5 shall survive the approval of the OLC Entitlements, acceptance of the IOD to Parcel D by the City and the delivery of Parcel D to the City.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to as an exhibit herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

6.2. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then this Agreement shall terminate in its entirety, unless the Parties otherwise agree in writing.

6.3. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof.

6.4. Paragraph Headings. All paragraph headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

6.5. Singular and Plural. As used herein, the singular of any word includes the plural.

6.6. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

6.7. Waiver. Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its

rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

6.8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.

6.9. Counterparts. The Parties may execute this Agreement in counterparts, which counterparts shall be construed together and have the same effect as if both Parties had executed the same instrument.

6.10. Jurisdiction and Venue. Any action or law or inequity arising under this Agreement or brought by either Party for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Diego, State of California, and both Parties hereby waive all provisions of law providing for the filing, removal or change of venue to any other court.

6.11. Further Actions and Instruments. Each Party shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings reasonably acceptable to such Party and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement, including without limitation actions necessary to remove this Agreement from the chain of title as to all or a portion of the Property when authorized by this Agreement, provided that neither Party will be obligated to modify any rights or accept any additional obligations or liabilities in connection therewith.

6.12. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of the Parties specifically approving the amendment.

6.13. Notices. Any notice called for in this Agreement shall be sent by hand delivery, overnight courier service, or by registered or certified mail as follows:

If to City:

City of Chula Vista
Attn: Gary Halbert
276 Fourth Avenue
Chula Vista, CA 91910
Phone Number: (619) 691-5031
Fax Number: (619) 409-5884
Email: ghalbert@chulavistaca.gov

with a copy to:

City of Chula Vista
Attn: Glen R. Googins, City Attorney
Michael J. Shirey, Deputy City Attorney III
276 Fourth Avenue
Chula Vista, CA 91910
Phone Number: 619-691-5037
Fax Number: 619-409-5823
Email: ggoogins@chulavistaca.gov
mshirey@chulavistaca.gov

If to OLC:

Otay Land Company, LLC
1903 Wright Place, Ste. 220
Carlsbad, CA 92008
Attention: Erin Ruhe
Telephone: (760) 918-8200
Facsimile: (760) 918-8205

or such other address as a Party may inform the others of from time to time. Any such notices sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received three (3) business days after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given upon delivery, charges prepaid to the U.S. Postal Service or private courier. Any notice or other document sent by any other matter shall be effective only upon actual receipt thereof.

6.14. Authority to Execute. Each Party hereby warrants and represents that the person or persons executing this Agreement on behalf of such Party has the authority to execute this Agreement, attest to the representations set forth herein and make the warranties contained herein on behalf of the entity for which he or she is acting and has been duly authorized to do so.

6.15. Exhibits and Attachments. All Exhibits referenced within the Agreement are incorporated herein and made a part of this Agreement.

6.16. Project as a Private Undertaking. It is specifically understood by the Parties that:

- (i) any development project undertaken by OLC is a private development;
- (ii) City has no interest and/or responsibilities for or duty to OLC or third Parties concerning any improvements to any of its respective properties; and
- (iii) nothing herein shall be construed as a joint venture or partnership between the City and OLC.

6.17. No Attorney fees. No attorney's fees shall be recoverable in connection with this Agreement.

6.18. Hold Harmless and Indemnification. In addition to the obligations stated in Sections 5.1 and 5.2 above, OLC shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and other persons working on behalf of the City from and against all claims, suits, actions or proceedings whether judicial or administrative, writs, orders, injunctions or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of this Agreement, including such actions that are the result of, arise from or are related to any previous lawsuits concerning Parcel D including Remediation Measures involving the site, or the City's actions in processing or issuing the OLC Entitlements resulting from or as described in this Agreement or the approval of the OLC entitlements related to Parcel D.

6.19. Discretion of City. OLC understands and agrees that the City reserves the right to exercise its discretion as to all matters which the City is by law entitled or required to exercise its discretion with respect to the OLC Entitlements, including but not limited to the California Environmental Quality Act and other similar laws. In addition the OLC Entitlements shall be subject to and brought to City Council for consideration in accordance with applicable legal requirements, including laws related to notice, public hearings and due process. In addition, nothing herein shall be construed as to restrict the City's ability to exercise its discretion as provided by the City's Growth Management Program or to condition the OLC Entitlements in a manner City determines appropriate in accordance with its general police powers.

6.20. No Viability or Value. OLC acknowledges and agrees that the City has not made any representations or warranties as to the viability or value of any of the land uses contemplated in the OLC Entitlements.

6.21. Compliance of Parcels C and D required. OLC hereby acknowledges that the City is, concurrently with this Agreement, entering into an agreement with Otay Land II which is similar to this Agreement and which will amend the land use designations for Parcels A and C and will provide for a regional active-recreational park on Parcel C. The Parties further acknowledge that the City's intent in executing this Agreement and such similar agreement with Otay Land II is to provide for a regional tournament park which requires the joint use of, and shall be located upon the combined Parcel C and Parcel D properties. Neither Parcel C nor Parcel D, individually, is of use to the City without the other parcel. OLC understands and agrees that Parcel D shall not be deemed to satisfy conditions of Paragraph 3.1 if Parcel C has not been found acceptable to the City for use as a regional active-recreation community park. In other words, if one parcel does not satisfy all of the conditions of Paragraph 3.1 the City shall not accept the other parcel and such conditions shall not be deemed satisfied.

6.22(a) Assignment of Interests, Rights and Obligations. Nothing herein limits the right of OLC to freely alienate or transfer all or any portion of the property subject to this Agreement. OLC may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, including any amendments (a "**Transfer**") to any third party who acquires

an interest or estate in the property subject to this Agreement (a "**Transferee**"), subject to the requirements for City's consent set forth in Section 6.22(b) below.

6.22(b) Transfer Agreement. In connection with a Transfer, OLC and the Transferee shall enter into a written agreement (a "**Transfer Agreement**"), with City's consent in writing to the Transfer, regarding the respective interests, rights and obligations of OLC and the Transferee in and under the Agreement, including the assumption by the Transferee of the obligations under this Agreement. OLC shall notify the City in writing that it plans to execute a Transfer Agreement at least thirty (30) days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee's qualifications and financial ability to complete the project. City may withhold its consent only if the City reasonably determines that the Transferee lacks the expertise or financial ability to complete the Project. Upon the effective date of the Transfer, OLC shall automatically be released from its obligations under this Agreement.

6.23. No Responsibility for Otay Land II. Notwithstanding any provision of this Agreement to the contrary, in no event shall OLC be responsible for any cost or liability whatsoever arising out of or related to Otay Land II Entitlements, the actions or inactions of Otay Land II.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

OLC:

OTAY LAND COMPANY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Paul J. Breda
Title: President *

FLAT ROCK:

FLAT ROCK LAND COMPANY, LLC,
a Delaware limited liability company

By: [Signature]
Name: H. Robert Penner
Title: Vice President *

*Signature authority required.

CITY:

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

By: _____
Name: Mary Casillas Salas
Title: Mayor

Attest:

By: _____
Name: Donna Norris
Title: City Clerk

Approved as to form:

By: _____
Name: Glen R. Googins
Title: City Attorney

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EXHIBIT "1"

PARCEL A AND PARCEL B

EXHIBIT "2"

PARCEL C AND PARCEL D

EXHIBIT "3"
DISCLOSURES

EXHIBIT "4"
IRREVOCABLE OFFER OF DEDICATION

EXHIBIT 4

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) 644-060-14 & 645-030-18

C.V. File No. _____

**IRREVOCABLE OFFER
OF DEDICATION OF FEE INTEREST**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Flat Rock Land Company, 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:

PUBLIC PARK 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. Further, Grantor hereby declares that the approximately 15 acre portion of Parcel D generally identified as "Commercial Recreation" on Exhibit "2" of the _____, 2016 Public Benefit Agreement entered into between Grantor and the City of Chula Vista (the final configuration of which "Commercial Recreation" component of Parcel D shall be subject to future location and definition based on planning review and land use approvals by the City of Chula Vista) (the "Described Property"), shall be held, sold, transferred and/or conveyed subject to the easement interest discussed below which shall become a Covenant of Easement granted by separate instrument, which instrument shall be recorded by Grantor within thirty (30) days after written request by the City Engineer, or designee, of the City of Chula Vista.

EXHIBIT 4


The easement interest and Covenant of Easement shall be for the location, use, installation, repair and maintenance of two permanent, non-exclusive roadway easements for public vehicular and pedestrian access, roadways, ingress and egress on, over, under, through and across the roadway easement areas to Heritage Road, including for above-ground and/or underground utilities in, on and under the easement areas, and for construction-related purposes, through the Described Property, consistent with the requirements and standards of the City's Subdivision Ordinance and other applicable regulations. Grantor further declares that the easement interest and Covenant of Easement that shall be granted by separate instrument shall include two public roadways of adequate width and location to allow for public access and above-ground and/or underground public utilities, through the Described Property, consistent with the requirements and standards of the City's Subdivision Ordinance and other applicable regulations.

The above-described easement interests and Covenant of Easement are declared and agreed to be appurtenant to and to run with the Described Property and Parcel C and Parcel D, and shall be binding upon on all parties having any right title or interest in the Described Property and Parcel C and Parcel D, or any part thereof, as well as their heirs, successors and assigns, and shall inure to the benefit of the City of Chula Vista and/or each owner, their heirs, successors and assigns, of Parcel C and Parcel D as described on Exhibit "2" of the _____, 2016 Public Benefit Agreement entered into between Grantor and the City of Chula Vista.

**EXHIBIT 4
SIGNATURE PAGE**

Signed this _____ day of _____, 20

Grantor Signatures: Flat Rock Land Company, LLC,
a Delaware Limited Liability Company

By: 
Name: H. Robert Panner
Title: Vice President

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: _____

EXHIBIT 4

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of San Diego

On February 1, 2017, before me, Annette M. Regalia, a Notary Public, (Here insert name and title of the officer)

personally appeared H. Robert Penner

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

Handwritten signature of Annette M. Regalia

Signature of Notary Public



(Notary Seal)

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

State of California

County of

On, before me, a Notary Public, (Here insert name and title of the officer)

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 4

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL D

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

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF SAID PARCEL MAP NO. 21214, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF SAID LOT 45 NORTH 18°37'59" WEST, 1836.98 FEET (RECORD "N18°37'59"W" PER SAID PARCEL MAP) TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE SOUTH 79°27'08" WEST, 13.74 FEET; THENCE NORTH 83°18'00" WEST, 91.00 FEET; THENCE NORTH 77°12'00" WEST, 77.00 FEET; THENCE NORTH 73°48'00" WEST, 223.00 FEET; THENCE NORTH 78°35'00" WEST, 230.00 FEET; THENCE NORTH 80°59'00" WEST, 172.00 FEET; THENCE NORTH 76°34'00" WEST, 101.00 FEET; THENCE NORTH 78°18'00" WEST, 130.00 FEET; THENCE NORTH 85°06'00" WEST, 96.00 FEET; THENCE SOUTH 84°23'00" WEST, 408.00 FEET; THENCE SOUTH 87°10'00" WEST, 106.00 FEET; THENCE SOUTH 83°30'44" WEST, 40.47 FEET; THENCE NORTH 18°28'00" WEST, 141.69 FEET; THENCE NORTH 22°45'00" WEST, 109.00 FEET; THENCE NORTH 28°59'00" WEST, 119.00 FEET; THENCE NORTH 35°53'00" WEST, 126.00 FEET; THENCE NORTH 43°01'00" WEST, 167.00 FEET; THENCE NORTH 48°38'00" WEST, 141.00 FEET; THENCE NORTH 56°22'00" WEST, 136.00 FEET; THENCE NORTH 62°30'00" WEST, 152.00 FEET; THENCE NORTH 69°33'00" WEST, 201.00 FEET; THENCE NORTH 73°23'00" WEST, 181.00 FEET; THENCE NORTH 78°54'00" WEST, 211.94 FEET; THENCE NORTH 20°47'00" WEST, 422.77 FEET; THENCE NORTH 06°40'00" WEST, 106.00 FEET; THENCE NORTH 14°40'00" EAST, 37.00 FEET; THENCE NORTH 71°22'00" EAST, 42.00 FEET; THENCE SOUTH 52°32'00" EAST, 45.00 FEET; THENCE SOUTH 30°14'10" EAST, 57.21 FEET; THENCE SOUTH 57°35'00" EAST, 47.00 FEET; THENCE SOUTH 69°15'00" EAST, 53.00 FEET; THENCE SOUTH 72°30'00" EAST, 48.00 FEET; THENCE SOUTH 41°39'00"

EXHIBIT 4

EAST, 50.00 FEET; THENCE SOUTH 58°58'00" EAST, 48.00 FEET; THENCE SOUTH 77°44'00" EAST, 79.00 FEET; THENCE SOUTH 71°38'00" EAST, 79.00 FEET; THENCE SOUTH 36°04'00" EAST, 51.00 FEET; THENCE SOUTH 62°42'00" EAST, 59.00 FEET; THENCE SOUTH 44°11'00" EAST, 107.00 FEET; THENCE SOUTH 42°03'00" EAST, 53.00 FEET; THENCE SOUTH 66°09'00" EAST, 36.00 FEET; THENCE NORTH 85°40'00" EAST, 81.00 FEET; THENCE SOUTH 85°38'00" EAST, 246.00 FEET; THENCE EAST, 186.00 FEET; THENCE NORTH 75°07'00" EAST, 73.00 FEET; THENCE NORTH 59°23'00" EAST, 77.00 FEET; THENCE NORTH 24°58'00" EAST, 51.00 FEET; THENCE NORTH 56°24'00" EAST, 44.00 FEET; THENCE SOUTH 86°33'00" EAST, 67.00 FEET; THENCE NORTH 85°33'00" EAST, 187.00 FEET; THENCE SOUTH 84°51'00" EAST, 231.00 FEET; THENCE SOUTH 59°37'00" EAST, 250.00 FEET; THENCE SOUTH 70°03'00" EAST, 79.00 FEET; THENCE SOUTH 68°07'00" EAST, 128.00 FEET; THENCE SOUTH 61°22'00" EAST, 186.00 FEET; THENCE SOUTH 63°49'00" EAST, 150.85 FEET; THENCE SOUTH 59°43'00" EAST, 85.94 FEET; THENCE SOUTH 62°04'00" EAST, 71.00 FEET; THENCE SOUTH 64°14'25" EAST, 47.23 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 45; THENCE ALONG SAID EASTERLY LINE SOUTH 18°37'59" EAST, 946.01 FEET TO THE **TRUE POINT OF BEGINNING.**

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 50.0 ACRES, MORE OR LESS.


DOUGLAS B. STROUP

7/21/2016
P.L.S. 8553

HUNSAKER & ASSOCIATES SAN DIEGO, INC.

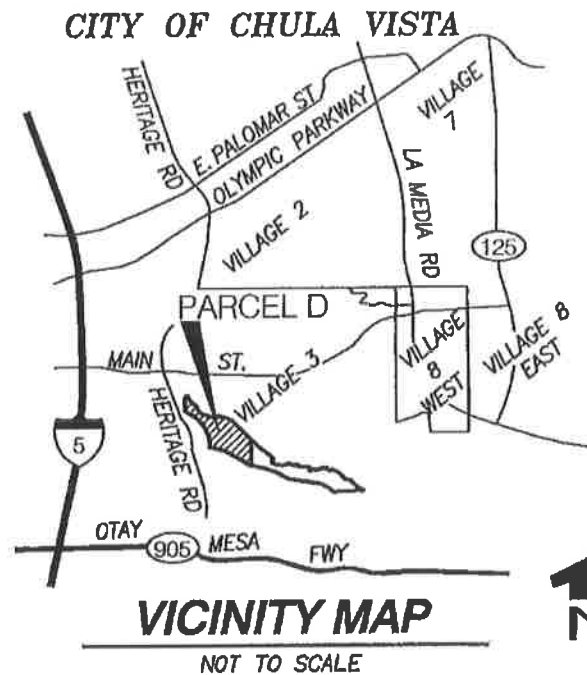


EXHIBIT "B"

SHEET 1 OF 4

LEGEND

- P.O.C.** INDICATES POINT OF COMMENCEMENT
T.P.O.B. INDICATES TRUE POINT OF BEGINNING
() INDICATES RECORD DATA PER PARCEL MAP NO. 21214



EASEMENT LEGEND

- A** INDICATES AN EXISTING EASEMENT FOR PUBLIC UTILITIES, INGRESS, EGRESS RECORDED AUGUST 12, 1936 IN BOOK 538, PAGE 374.
- B** INDICATES AN EXISTING EASEMENT FOR WATER MAINS AND PIPELINES RECORDED OCTOBER 19, 1951 IN BOOK 426B, PAGE 32.
- C** INDICATES AN EXISTING EASEMENT FOR PUBLIC UTILITIES, INGRESS, EGRESS RECORDED FEBRUARY 1, 1962 AS DOCUMENT NO. 18845.
- D** INDICATES AN EXISTING EASEMENT FOR SEWER RECORDED OCTOBER 1, 1991 AS DOCUMENT NO. 1991-0507857.
- E** INDICATES APPROXIMATE CENTERLINE PER ROAD SURVEY 164.
- F** INDICATES AN EXISTING EASEMENT FOR PUBLIC UTILITIES, INGRESS, EGRESS RECORDED JULY 13, 1915 IN BOOK 684, PAGE 118.
- G** INDICATES AN EXISTING EASEMENT FOR PIPELINES RECORDED NOVEMBER 5, 2003 AS DOCUMENT NO. 2003-1340607.

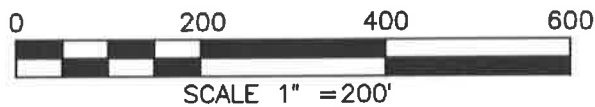
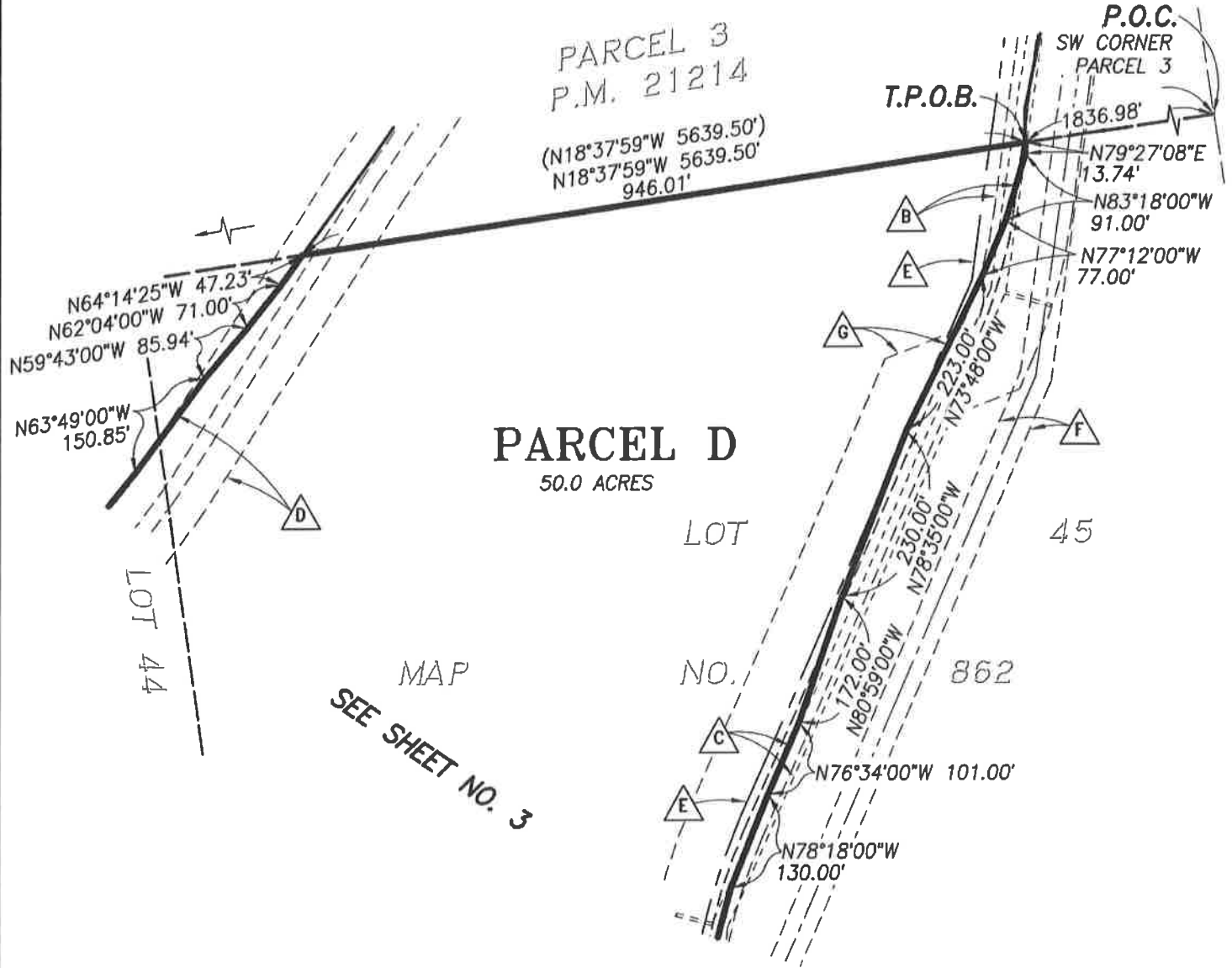


HUNSAKER & ASSOCIATES
SAN DIEGO, INC

PLANNING 9707 Waples Street
ENGINEERING San Diego, Ca 92121
SURVEYING PH(858)558-4500 · FX(858)558-1414


DOUGLAS B. STROUP L.S. 8553
EXP. 12/31/16

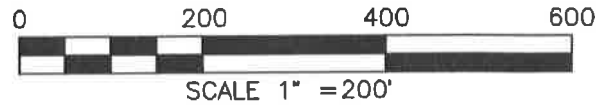




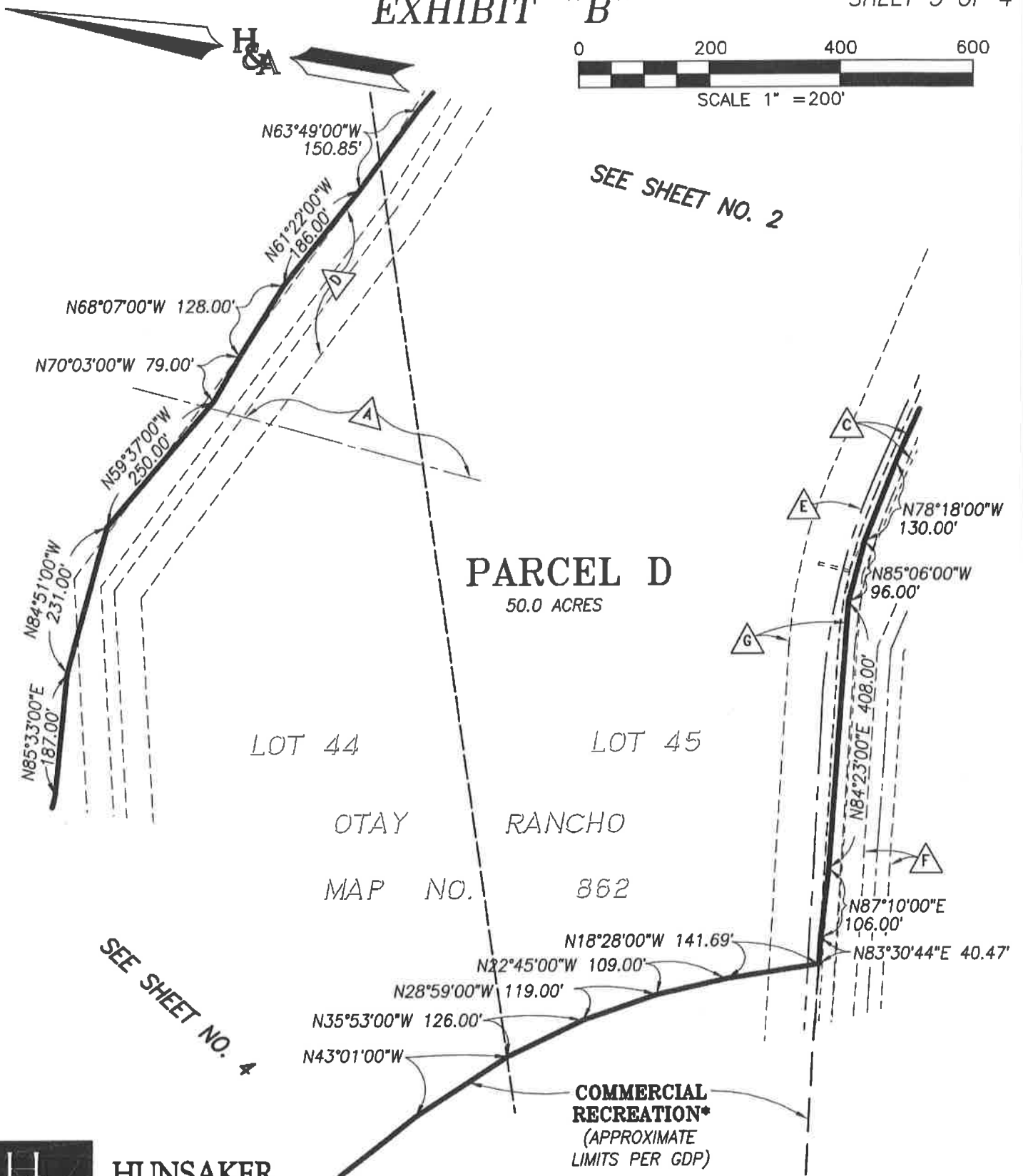
**HUNSAKER
& ASSOCIATES**
SAN DIEGO, INC

PLANNING 9707 Waples Street
ENGINEERING San Diego, Ca 92121
SURVEYING PH(858)558-4500 · FX(858)558-1414

EXHIBIT "B"



SEE SHEET NO. 2



SEE SHEET NO. 4



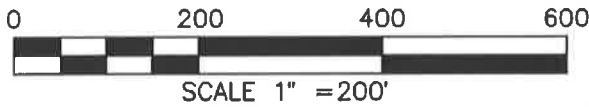
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 ENGINEERING San Diego, Ca 92121
 SURVEYING PH(858)558-4500 · FX(858)558-1414

* THIS APPROXIMATELY 15 ACRE PORTION OF PARCEL D DESIGNATED AS "COMMERCIAL RECREATION" WILL NOT BE CONVEYED TO THE CITY OF CHULA VISTA, HOWEVER FLAT ROCK SHALL DEDICATE TO THE CITY REAL PROPERTY INTERESTS ADEQUATE FOR PUBLIC ACCESS AND UTILITIES CONSISTENT WITH CITY SUBDIVISION AND PLANNING REGULATIONS. THE LOCATION AND CONFIGURATION OF THE COMMERCIAL RECREATION AREA IS SUBJECT TO RELOCATION OR REFINEMENT AS PART OF THE SITE DESIGN, PLANNING REVIEW AND FUTURE LAND USE APPROVALS BY THE CITY.

EXHIBIT "B"

SEE SHEET NO. 3



LOT
45

PARCEL D
50.0 ACRES

44

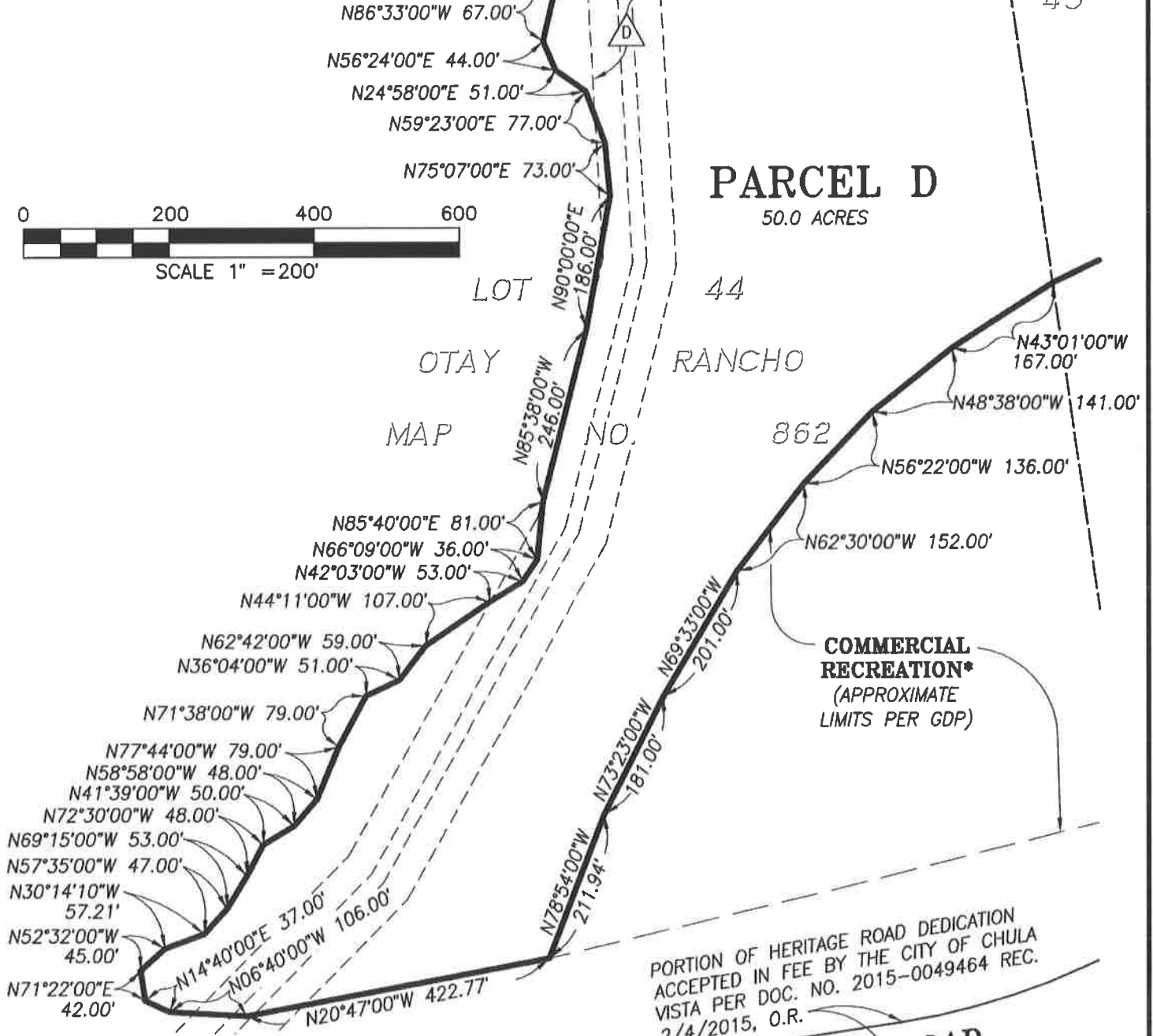
RANCHO

862

MAP NO.

OTAY

LOT



COMMERCIAL RECREATION*
(APPROXIMATE LIMITS PER GDP)

PORTION OF HERITAGE ROAD DEDICATION
ACCEPTED IN FEE BY THE CITY OF CHULA
VISTA PER DOC. NO. 2015-0049464 REC.
2/4/2015, O.R.

HERITAGE ROAD



HUNSAKER & ASSOCIATES*
SAN DIEGO, INC

PLANNING 9707 Waples Street
ENGINEERING San Diego, Ca 92121
SURVEYING PH(858)558-4500 · FX(858)558-1414

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