

*Recording Requested by and When  
Recorded Return to:*

City Clerk  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

No transfer tax is due as this is  
a conveyance to a public agency of  
less than a fee interest for which  
no cash consideration has been paid  
or received.

Above Space for Recorder's Use Only

**JOINT USE AGREEMENT BY AND BETWEEN THE CITY OF CHULA VISTA  
AND THE CITY OF SAN DIEGO**

This JOINT USE AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF CHULA VISTA, a municipal corporation ("CV"), and THE CITY OF SAN DIEGO, a municipal corporation ("SD") (individually referred to as the "Party" and collectively as the "Parties") and is made with reference to the following facts:

RECITALS

A. WHEREAS, SD is engaged in the activity of conveying water to the environs of the City of San Diego, State of California;

B. WHEREAS, the existing water main pipeline commonly known as the Otay 2nd Pipeline, owned and operated by SD, crosses existing public streets (Santa Diana Road and Santa Victoria Road) and to be constructed public streets (Ortega Street) in the area commonly known as Otay Ranch Village 2 ("V2"), as described in attached Exhibit A and shown on attached Exhibit B;

C. WHEREAS, Baldwin & Sons, LLC. ("Baldwin"), is the developer of V2, as approved by CV pursuant to Resolution No. 2012-013, recorded with the San Diego County Recorder as Document No. 2012-0196901 on April 4, 2012; and as amended as the V2 development plan ("Baldwin Plan Amendment") on November 4, 2014;

D. WHEREAS, the Baldwin Plan Amendment is in conflict with the Otay 2nd Pipeline;

E. WHEREAS, as a condition of approval of the Baldwin Plan Amendment and Tentative Map No. PCS-12-05, Baldwin is required to relocate the Otay 2nd Pipeline into portions

of Olympic Parkway and La Media Road in the City of Chula Vista, State of California (“Joint Use Area V2”), as described in attached Exhibit C and shown on attached Exhibit D;

F. WHEREAS, Otay Land, LLC (“OLC”), the developer of certain real property commonly known as Otay Ranch Village 8 West (“V8W”) and Otay Ranch Village 9 (“V9”), amended the V8W and V9 development plans on June 3, 2014 (“OLC Plan Amendment”);

G. WHEREAS, the OLC Plan Amendment is in conflict with the Otay 2nd Pipeline and other water transportation facilities owned by SD and commonly known as Otay 3rd Pipeline, and South San Diego Pipelines 1 and 2 (collectively referred to as the “Otay Pipelines”), as described in attached Exhibit G and shown on attached Exhibit H;

H. WHEREAS, as a condition of approval of the OLC Plan Amendment and Tentative Map No. PCS-12-05, OLC is required to relocate the Otay Pipelines into portions of La Media Road, Otay Valley Road and to be constructed and named public streets in the City of Chula Vista, State of California (“Joint Use Area V8W and V9”), as described in attached Exhibit E and shown on attached Exhibit F for V8W and as described on attached Exhibit G and shown on attached Exhibit H for V9;

I. WHEREAS, the Joint Use Area V2 and the Joint Use Area V8W and V9 shall be referred to collectively hereinafter as the “Joint Use Area”;

J. WHEREAS, CV desires to construct, operate and maintain a future regional public transportation facility and related improvements, including but not limited to: a bus guideway; landscape, sewer and storm drain pipelines and appurtenances; traffic signals and signal interconnections; irrigation lines and irrigation control devices along with existing facilities and other improvements located in, upon, over, under and across Olympic Parkway, La Media Road, and Otay Valley rights-of way;

K. WHEREAS, SD is willing to allow the relocation of the Otay Pipelines into the Joint Use Area and will thereafter operate and maintain the pipeline and associated facilities and appurtenances for such purpose located in, under and across that certain right-of-way previously dedicated to CV by Baldwin as Olympic Parkway and La Media Road, and certain right-of-way previously dedicated to CV by OLC as La Media Road and Otay Valley Road on property located in City of Chula Vista, State of California;

L. WHEREAS, Baldwin and OLC will perform the actual relocation of the Otay Pipelines which will result in the placement of the Otay Pipelines within the Joint Use Area, as further set forth in that certain Participation Agreement for the Design and Construction of the Otay 2<sup>nd</sup> Pipeline Relocation and Related Facilities, on file in the Office of the San Diego City Clerk as Document No. OO-20464, and incorporated herein by reference;

M. WHEREAS, CV and SD desire to set forth their respective rights and obligations in the event of actual or potential present or future conflicts in the construction, operation or maintenance of their respective facilities within the Joint Use Area.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Non-Interruption of Use or Operation of Facilities.** Each Party agrees and covenants not to interrupt the use or operation of the other Party's facilities located within that Joint Use area. Any temporary interference by one Party with the use or operation of the other Party's facilities shall be made only with the other Party's prior written consent. SD specifically agrees, except as provided in paragraph 9 below, that during any temporary interference it will, as practical, neither cause any lane of CV's roadways to be closed for the entire length of such roads nor cause the flow of traffic to be reduced to less than two lanes on such roads. The Parties agree and covenant to work in good faith with the other Party to permit such temporary interference, and the Party whose facilities are being interfered with shall not unreasonably withhold its consent to such interference. Any and all costs, expenses or losses incurred by the Party whose facilities are interfered with shall be borne by the Party causing the interference.

2. **Neither Party First in Place.** Neither SD nor CV shall be deemed the party "First in Place" or prior in time and superior in title to the other.

3. **Future Relocation of Facilities.** In the event that future construction (including expansion), operation or maintenance of SD's or CV's facilities shall cause the need for relocation of some or all of the other's facilities, the Party causing the relocation shall bear all costs, expenses and losses of or resulting from the relocation. Any relocation shall not occur without the prior written consent of the Party whose facilities are being relocated, which consent shall not be unreasonably withheld.

4. **Effective Date.** The effective date of this Agreement shall be the date this Agreement is recorded with the San Diego County Recorder's Office.

5. **Agreement Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the representatives, agents, successors, assigns and interests of the Parties as to any or all of the Joint Use Area, until released by the mutual consent of the Parties.

6. **Agreement Runs with the Land.** The covenants and terms contained in this Agreement shall create equitable servitudes on the property described in attached Exhibits C, E and G, and as shown in attached Exhibits D, F and H. If such covenants are breached, each Party shall have the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which either Party may be entitled.

7. **Quitclaim of Interests by SD.** In the event that SD permanently terminates the use of the Joint Use Area for the purposes set forth herein, SD shall quitclaim its interests at no cost or value, to CV. For purposes of interpreting this Agreement, the term "permanently terminates" shall mean a willful termination of the use as evidenced by written action or document of either the governing body or official or employee possessing appropriate authority of SD.

8. **Written Consent for Construction or Placement of Structures.** No Party shall place or construct, or permit the placement or construction of, any new structures, temporary or permanent, on the Joint Use Area, without the prior written consent of the other Party. Notwithstanding the foregoing, SD acknowledges and agrees that CV shall not be required to obtain prior written consent to conduct routine maintenance or repairs of pavement, streets, curbs, gutters, sidewalks, light and sign posts, landscaping, dry utilities, wet utilities, or traffic signals on or within the Joint Use Area.

9. **Emergency Repairs.** Notwithstanding any contrary provision of paragraph 1 hereinabove, in the event of damage caused by an act of God, war, or other casualty, or damage caused under circumstances where it would be impractical or impossible for one Party to notify the other Party of the necessity for temporary interference with the other Party's facilities, the Party creating the temporary interference may, without notice, enter upon the Joint Use Area and make emergency repairs to restore its service. The Party creating the temporary interference shall, however, take reasonable and prudent measures to protect the installations of the other Party and minimize such interference, and, as soon as practically possible, notify the other Party of such emergency repairs. If permanent repairs are required after such emergency repairs have been made, reasonable notice shall be given to the other Party. In the event of any emergency situation, each Party will make all reasonable efforts to notify the other prior to such construction activities.

10. **Mutual Indemnification.** SD and CV agree that, except as provided in Paragraphs 13.e, 13.f, and 13.g herein, each shall indemnify and hold the other harmless from and against liability, loss, cost, damage and expense arising from (i) any negligent act or omission of the other, its employees, agents, contractors, successors and assigns or (ii) the location and existence of the other's above-described facilities, whether defective or otherwise, including, but not limited to, any such loss, cost, damage, liability and expense arising from damage to or destruction of real and personal property or injury to or death of any person, shall be determined by the law in effect at the time of incident giving rise to such liability, loss, costs, damages or expense; provided, however, that liability and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the other under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Liability to a third party(ies) shall be divided between SD and CV in proportion to the measure of SD and CV's liability. Notwithstanding the foregoing, each Party shall hold harmless the other against damage to or destruction of the indemnitor's facilities caused by an act(s) of a third party(ies).

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same documents.

12. **Recording.** The Parties hereto shall cause this Agreement to be recorded in the Official Records of the San Diego County Recorder's Office.

13. **Miscellaneous Provisions.**

13. a. **Notices.** Unless otherwise provided in this Agreement or by law, any and all notices required or permitted by this Agreement or by law to be served on or delivered to either Party shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the Party to whom it is direct, or in lieu thereof, when three (3) business days have elapsed following deposit in the U.S. mail, certified or prepaid, addressed to the address indicated in this Agreement. A Party may change such address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

CITY OF CHULA VISTA  
Department of Public Works/Engineering Division  
276 Fourth Avenue  
Chula Vista, CA 91910  
Attn: City Engineer

CITY OF SAN DIEGO  
Public Utilities Director  
9192 Topaz Way  
San Diego, CA 92123-1119

CITY OF SAN DIEGO  
Attention: Director, Real Estate Assets Department  
1200 Third Avenue, Suite 1700 (MS 51A)  
San Diego, CA 92101

13.b. **Captions.** Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

13.c. **Entire Agreement.** This Agreement together with any other written documents referred to herein, embody the entire agreement and understanding between the Parties regarding the subject matter hereof and any and all prior or contemporaneous oral or written representations, agreements, understandings, and/or statements shall be of no force and effect. This Agreement is not intended to supersede or amend any other agreement between the Parties unless expressly noted.

13.d. **Recitals, Exhibits.** Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

13.e. **Compliance with Laws.** Each Party agrees to comply with all applicable laws, ordinances, governmental regulations or agreements, regarding the habitat, protected species, water quality, solid wastes, hazardous wastes, hazardous materials, toxic substances, and any and all other forms of pollution or nuisance control (herein collectively referred to as (“Standards”)).

13.f. **Mutual Indemnification for Abating Violation of Standards by Other Party.** Each Party shall indemnify the other Party for all costs (including, but not

limited to consulting, engineering, mitigation, clean-up, containment, disposal, and legal costs) incurred by the other Party as a result of abating a violation of Standards in any proceeding before any authority or court, and paying any fines or penalties imposed because of a violation of any Standards, which result from a Party failing to comply with the Standards.

13.g. **Mutual Hold Harmless by and between SD and CV.** SD and CV hereby assumes liability for, and shall indemnify and hold harmless the other from any suit, enforcement action, or claim resulting from or relating to (1) any alleged violation of Standards, or (2) all injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of the other, and which relate to any alleged violation of Standards which would not have arisen but for the actions, or inactions, of the other.

13.h. **Authority of Signatories.** Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

13.i. **Modification.** This Agreement may not be modified, terminated, or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by the Parties hereto, their successors, or assigns and duly recorded in the Office of the San Diego County Recorder.

13.j. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition shall be valid and be enforced to the fullest extent permitted by law.

13.k. **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a Party or its attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both Parties participated equally in the preparation and/or drafting this Agreement.

[NEXT PAGE IS SIGNATURE PAGE]

SIGNATURE PAGE TO  
JOINT USE AGREEMENT BY AND BETWEEN  
CITIES OF CHULA VISTA AND SAN DIEGO

IN WITNESS WHEREOF, this Agreement is executed to be effective on the Effective Date.

CITY OF CHULA VISTA

CITY OF SAN DIEGO

\_\_\_\_\_  
Gary Halbert, City Manager or Authorized  
Designee

By: \_\_\_\_\_  
Vic Bienes  
Public Utilities Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cybele L. Thompson  
Director, Real Estate Assets

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kerry Bigelow, City Clerk

Approved as to form:

Approved as to form:

MARA W. ELLIOTT  
City Attorney

\_\_\_\_\_  
Glen R. Googins  
City Attorney

By: \_\_\_\_\_  
Hilda Mendoza  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

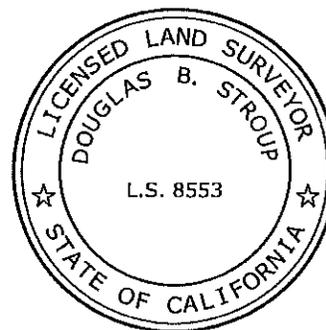
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**EXISTING PIPELINE LOCATION**

THOSE PORTIONS OF LOTS 1 AND 2, AND ALL OF LOTS 4, 5, "D", "E", "F", "G", "H" OF CHULA VISTA TRACT NO. 11-05 OTAY RANCH VILLAGE 2 NORTH NEIGHBORHOOD R-10B/PIPELINE, ACCORDING TO MAP THEREOF NO. 16094 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER FEBRUARY 22, 2016, TOGETHER WITH SANTA DIANA ROAD, SANTA VICTORIA ROAD, AND ORTEGA STREET AS DEDICATED FOR PUBLIC USE PER SAID MAP, TOGETHER WITH THAT PORTION OF LOT 1 OF CHULA VISTA TRACT NO. 16-01 OTAY RANCH VILLAGE 2 NORTH NEIGHBORHOOD R-11 UNIT NO. 2, ACCORDING TO MAP THEREOF NO. 16131 FILED IN THE OFFICE OF SAID COUNTY RECORDER AUGUST 30, 2016, ALL AS SHOWN AND DESCRIBED IN GRANT DEED RECORDED IN THE OFFICE OF THE SAID COUNTY RECORDER AUGUST 12, 2014 AS DOC. NO. 2014-0344932, OF OFFICIAL RECORDS, ALL IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

**TOGETHER WITH** THAT PORTION OF LOT A OF CHULA VISTA TRACT NO. 11-01 OTAY RANCH VILLAGE 2 AND PORTIONS OF VILLAGE 4 NEIGHBORHOOD R-7 UNIT NO. 2, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 15868 FILED IN THE OFFICE OF SAID COUNTY RECORDER JUNE 6, 2012 SHOWN AND DESCRIBED AS PARCELS 1 AND 2 PER GRANT DEED RECORDED AUGUST 18, 2000 AS DOC. NO. 2000-0440600, OF OFFICIAL RECORDS.

THE HEREINABOVE DESCRIBED PARCELS OF LAND CONTAINS 11.778 ACRES, MORE OR LESS.

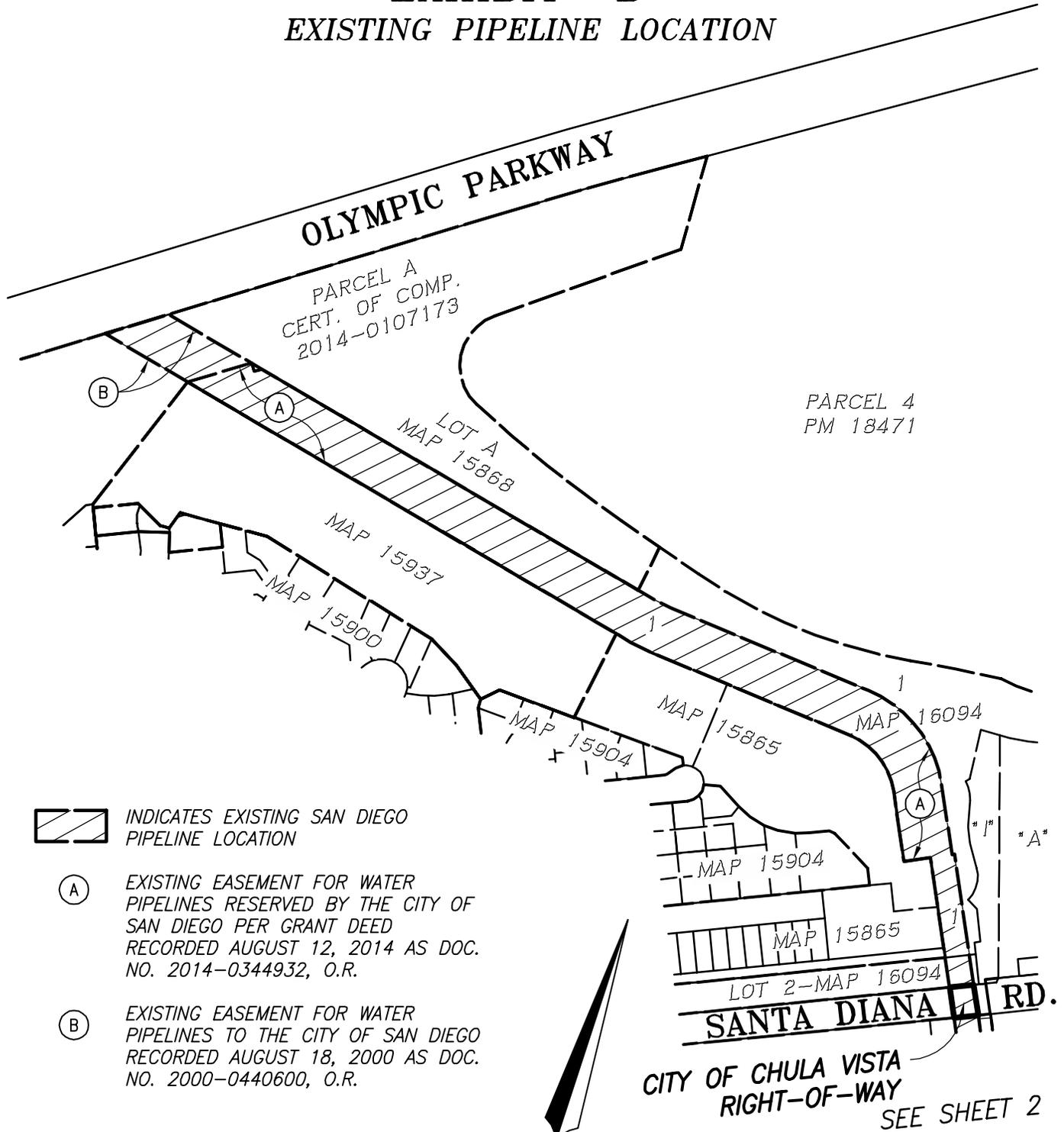
  
\_\_\_\_\_  
DOUGLAS B. STROUP                      5/15/2017                      L.S. 8553  
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



# EXHIBIT "B"

## EXISTING PIPELINE LOCATION

SHEET 1 OF 3



INDICATES EXISTING SAN DIEGO PIPELINE LOCATION

(A) EXISTING EASEMENT FOR WATER PIPELINES RESERVED BY THE CITY OF SAN DIEGO PER GRANT DEED RECORDED AUGUST 12, 2014 AS DOC. NO. 2014-0344932, O.R.

(B) EXISTING EASEMENT FOR WATER PIPELINES TO THE CITY OF SAN DIEGO RECORDED AUGUST 18, 2000 AS DOC. NO. 2000-0440600, O.R.



**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC

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

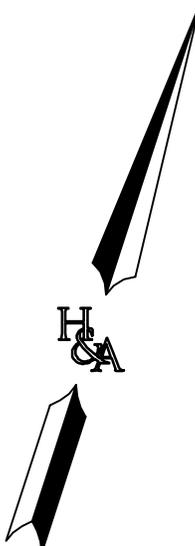


SCALE 1" = 300'

# EXHIBIT "B"

## EXISTING PIPELINE LOCATION

SEE SHEET 1

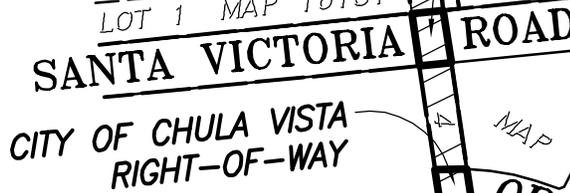


POR. LOT 1  
MAP 15959

10  
MAP 15350

CITY OF CHULA VISTA  
RIGHT-OF-WAY

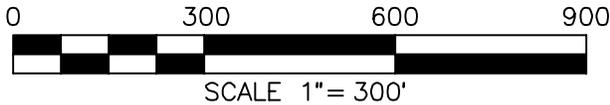
LOT 1 MAP 16131



INDICATES EXISTING SAN DIEGO  
PIPELINE LOCATION



EXISTING EASEMENT FOR WATER  
PIPELINES RESERVED BY THE CITY  
OF SAN DIEGO PER GRANT DEED  
RECORDED AUGUST 12, 2014 AS  
DOC. NO. 2014-0344932, O.R.



PM 21391



**HUNSAKER  
& ASSOCIATES**  
SAN DIEGO, INC

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

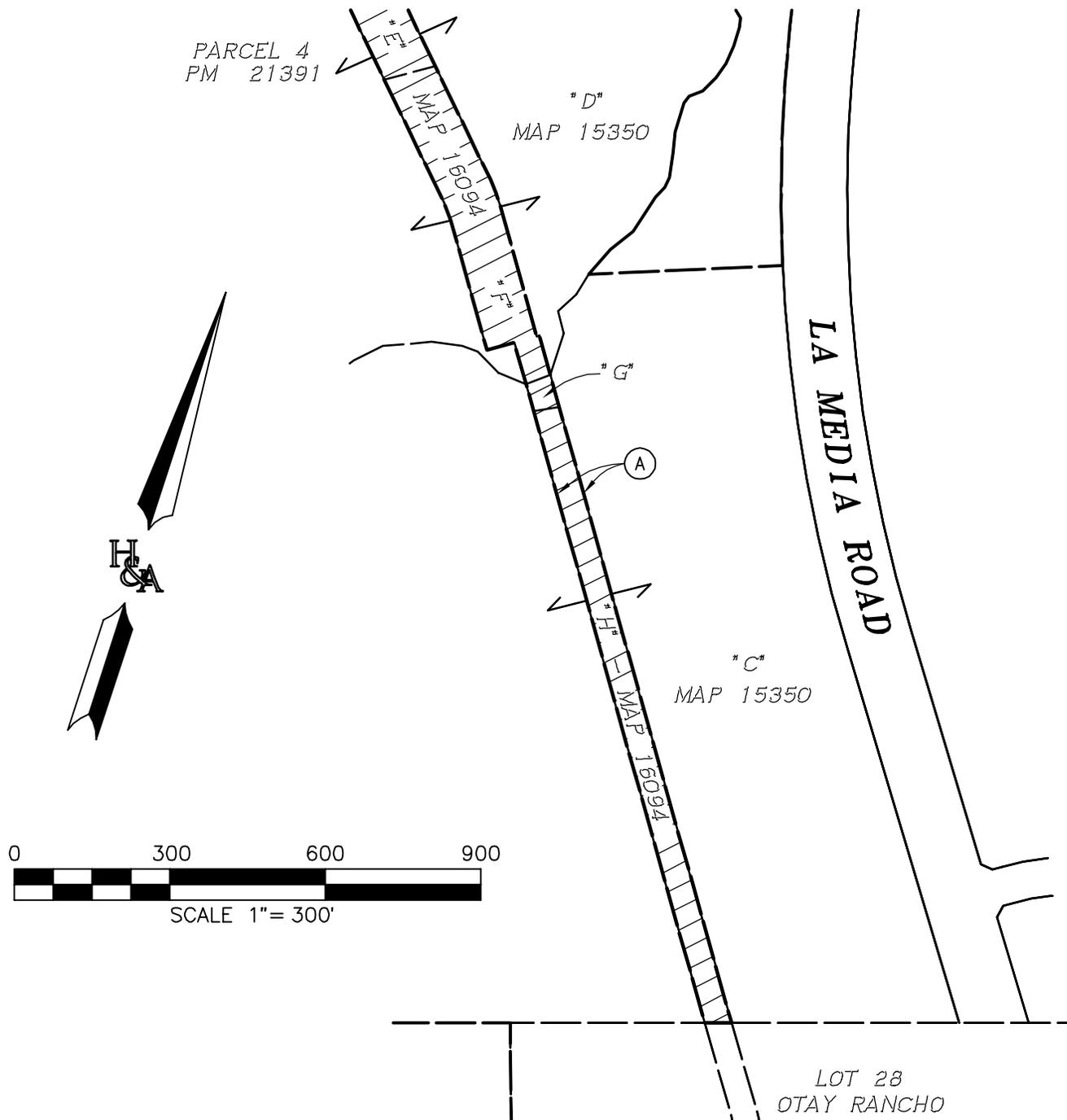
SEE SHEET 3

# EXHIBIT "B"

SHEET 3 OF 3

## EXISTING PIPELINE LOCATION

SEE SHEET 2



**HUNSAKER  
& ASSOCIATES**  
SAN DIEGO, INC

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

R:\0617\&Map\EX JUA Exhibit B-Pipeline SHT 03.dwg[May-11-2017:15:49 W.O. 2807-0031



INDICATES EXISTING SAN DIEGO PIPELINE LOCATION



EXISTING EASEMENT FOR WATER PIPELINES RESERVED BY THE CITY OF SAN DIEGO PER GRANT DEED RECORDED AUGUST 12, 2014 AS DOC. NO. 2014-0344932, O.R.

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**  
**JOINT USE AREA**

THOSE PORTIONS OF LA MEDIA ROAD DEDICATED TO PUBLIC USE PER CHULA VISTA TRACT NO. 05-09 OTAY RANCH VILLAGE 7 "A" MAP NO. 1 ACCORDING TO MAP THEREOF NO. 15134 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 27, 2005 AND CHULA VISTA TRACT NO. 02-05 OTAY RANCH VILLAGE 6 UNIT 2 "A" MAP NO. 1 ACCORDING TO MAP THEREOF NO. 14447 FILED IN THE OFFICE OF SAID COUNTY RECORDER SEPTEMBER 18, 2002 AND CITY TRACT NO. 02-03 MCMILLIN OTAY RANCH VILLAGE 6, "A" MAP ACCORDING TO MAP THEREOF NO. 14432 FILED IN THE OFFICE OF SAID COUNTY RECORDER AUGUST 30, 2002 TOGETHER WITH THOSE PORTIONS OF OLYMPIC PARKWAY DEDICATED TO PUBLIC USE PER CHULA VISTA TRACT NO. 98-04 MCMILLIN OTAY RANCH SPA 1 PHASE 3 ACCORDING TO MAP THEREOF NO. 13884 FILED IN THE OFFICE OF SAID COUNTY RECORDER DECEMBER 8, 1999 AND CHULA VISTA TRACT NO. 96-04A OTAY RANCH VILLAGE 1 "A" MAP NO. 2 ACCORDING TO MAP THEREOF NO. 13990 FILED IN THE OFFICE OF SAID COUNTY RECORDER JUNE 27, 2000, ALL IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 40.00 FOOT WIDE STRIP OF LAND LYING 20.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE SOUTHEAST CORNER OF LOT "C" OF CHULA VISTA TRACT NO. 06-05 OTAY RANCH VILLAGE 2 AND PORTIONS OF VILLAGE 4 "A" MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15350 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MAY 26, 2006, SAID POINT ALSO BEING ON THE WESTERLY SIDELINE OF LA MEDIA ROAD DEDICATED PER SAID MAP NO. 15134; THENCE ALONG THE SOUTHERLY SUBDIVISION BOUNDARY OF SAID MAP NO. 15134 NORTH 71°57'57" EAST, 33.40 FEET TO A LINE LYING 32.00 FEET EASTERLY OF AND PARALLEL WITH SAID WESTERLY SIDELINE AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PARALLEL LINE NORTH 34°39'20" WEST, 761.41 FEET TO THE BEGINNING OF A 3032.00 FOOT RADIUS

CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°47'15" A DISTANCE OF 1893.81 FEET; THENCE NORTH 01°07'54" EAST, 715.03 FEET TO THE BEGINNING OF A 1476.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'17" A DISTANCE OF 31.46 FEET; THENCE NORTH 00°05'23" WEST, 155.69 FEET TO THE BEGINNING OF A 1524.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'17" A DISTANCE OF 32.49 FEET; THENCE NORTH 01°07'54" EAST, 109.65 FEET; THENCE NORTH 06°27'23" WEST, 90.87 FEET; THENCE NORTH 01°07'54" EAST, 161.69 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 03°46'28" EAST, 130.12 FEET; THENCE NORTH 01°07'54" EAST, 170.87 FEET TO THE BEGINNING OF A 95.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°06'57" A DISTANCE OF 21.75 FEET TO THE BEGINNING OF A 135.00 FOOT RADIUS REVERSE CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 75°45'09" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°06'57" A DISTANCE OF 30.90 FEET TO A LINE LYING 32.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY SIDELINE OF SAID LA MEDIA ROAD; THENCE ALONG SAID PARALLEL LINE NORTH 01°07'54" EAST, 243.29 FEET TO THE BEGINNING OF A 2020.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'42" A DISTANCE OF 117.93 FEET TO THE BEGINNING OF A 4368.00 FOOT RADIUS COMPOUND CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 87°47'13" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'29" A DISTANCE OF 1508.82 FEET TO THE BEGINNING OF A 4366.00 FOOT RADIUS NON-TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 66°59'30" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'43" A DISTANCE OF 228.25 FEET TO THE BEGINNING OF A 4364.00 FOOT RADIUS NON-TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 65°00'02" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°29'52" A DISTANCE OF 266.40 FEET; THENCE NORTH 28°29'50" WEST, 53.50 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE

LEAVING SAID PARALLEL LINE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°33'20" A DISTANCE OF 78.15 FEET; THENCE SOUTH 61°56'50" WEST, 170.24 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°33'00" A DISTANCE OF 55.04 FEET TO THE BEGINNING OF A 210.00 FOOT RADIUS REVERSE CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 09°30'10" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°26'50" A DISTANCE OF 71.28 FEET TO A LINE LYING 32.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHERLY SIDELINE OF SAID OLYMPIC PARKWAY; THENCE ALONG SAID PARALLEL LINE SOUTH 61°03'00" WEST, 48.95 FEET; THENCE SOUTH 62°00'21" WEST, 45.46 FEET TO THE BEGINNING OF A NON-TANGENT 2476.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 28°31'39" WEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'44" A DISTANCE OF 180.59 FEET TO THE BEGINNING OF A 3968.00 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 32°42'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'07" A DISTANCE OF 324.48 FEET; THENCE SOUTH 52°36'30" WEST, 531.20 FEET TO THE BEGINNING OF A 4032.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'30" A DISTANCE OF 323.13 FEET; THENCE SOUTH 57°12'00" WEST, 1010.45 FEET TO THE BEGINNING OF A 9968.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°04'00" A DISTANCE OF 359.55 FEET; THENCE SOUTH 55°08'00" WEST, 918.09' FEET TO A POINT IN THE CENTERLINE OF THAT CERTAIN WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER GRANT DEED-WATER EASEMENT RECORDED MARCH 7, 2008 AS DOC. NO. 2008-0121847, OF OFFICIAL RECORDS, SAID POINT LYING 18.00 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AND DESCRIBED IN PARCEL "B" OF SAID WATER EASEMENT AS "N34°52'00"W, 20.00'", SAID POINT ALSO BEING THE **POINT OF TERMINUS.**

EXCEPTING THEREFROM THE HEREINABOVE DESCRIBED 40.00 FOOT WIDE STRIP OF LAND ANY PORTION OF SAID WATER EASEMENT.

THE SIDELINES OF THE HEREINABOVE DESCRIBED 40.00 FOOT WIDE STRIP OF LAND TO BE SHORTENED OR LENGTHENED TO TERMINATE SOUTHEASTERLY IN THE SOUTHERLY SUBDIVISION BOUNDARY OF SAID MAP NO. 15134 AND NORTHWESTERLY IN THE SIDELINES OF SAID WATER EASEMENT.

THE HEREINABOVE DESCRIBED 40.00 FOOT WIDE STRIP OF LAND CONTAINS 9.935 ACRES, MORE OR LESS.



DOUGLAS B. STROUP

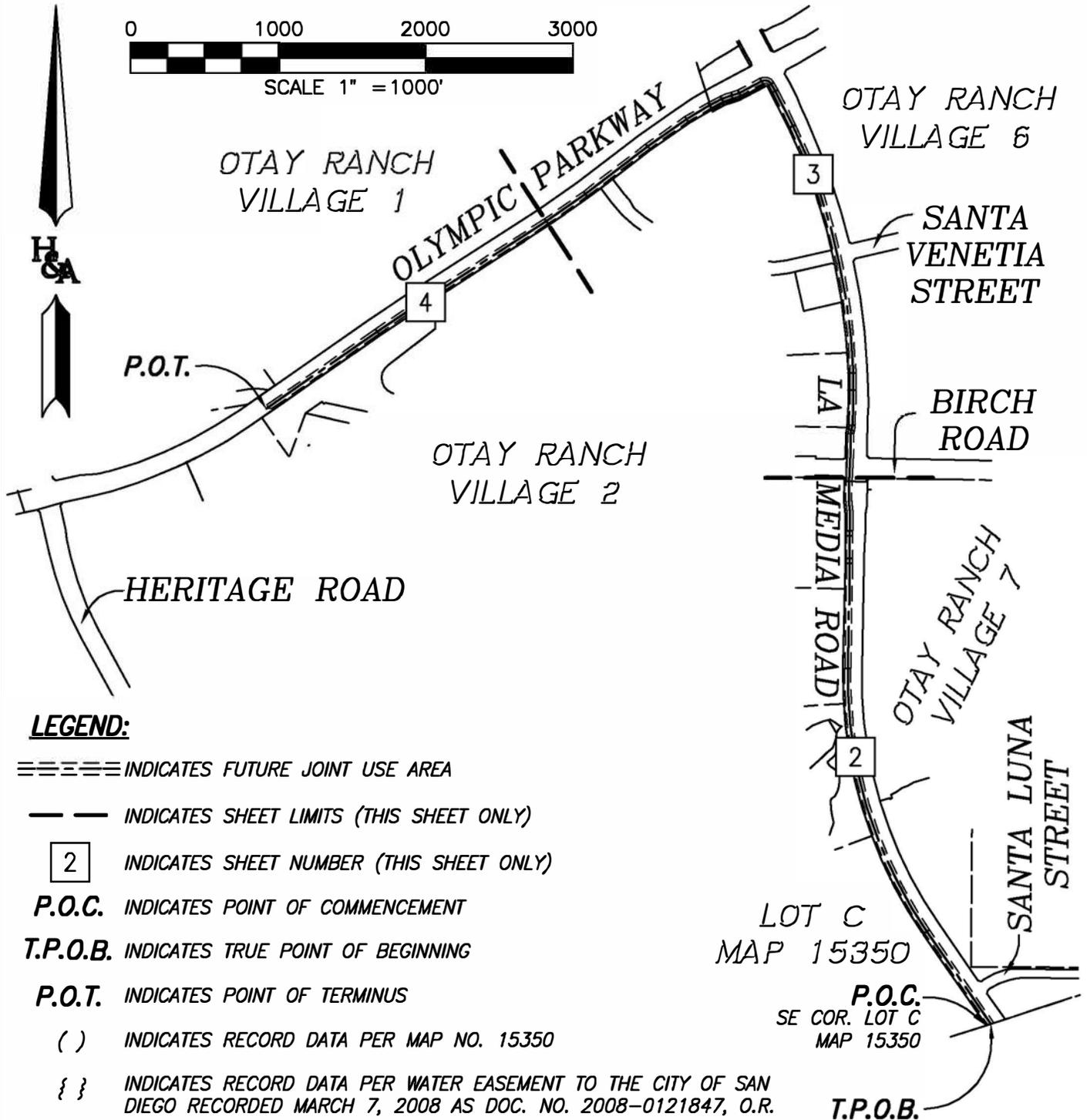
*12/02/2014*

P.L.S. 8553

HUNSAKER & ASSOCIATES SAN DIEGO, INC.



# EXHIBIT "D" JOINT USE AREA



**LEGEND:**

- ==== INDICATES FUTURE JOINT USE AREA
- — INDICATES SHEET LIMITS (THIS SHEET ONLY)
- 2 INDICATES SHEET NUMBER (THIS SHEET ONLY)
- P.O.C. INDICATES POINT OF COMMENCEMENT
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING
- P.O.T. INDICATES POINT OF TERMINUS
- ( ) INDICATES RECORD DATA PER MAP NO. 15350
- { } INDICATES RECORD DATA PER WATER EASEMENT TO THE CITY OF SAN DIEGO RECORDED MARCH 7, 2008 AS DOC. NO. 2008-0121847, O.R.

**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC.

PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(619)558-4500 FAX(619)558-4444

# EXHIBIT "D" JOINT USE AREA

SEE SHEET 3

STATE STREET

BIRCH ROAD

MAP 15350

N01°07'54"E 161.69'

N06°27'23"W 90.87'

N01°07'54"E 109.65'

$\Delta=01^{\circ}13'17''$  R=1524.00' L=32.49'

N00°05'23"W 155.69'

$\Delta=01^{\circ}13'17''$  R=1476.00' L=31.46'



MAP 15619

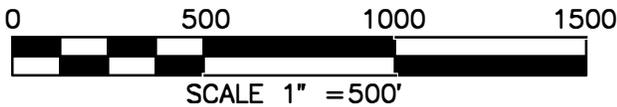
OTAY RANCH  
VILLAGE 7

MAP 15134

OTAY RANCH  
VILLAGE 2

MAP 15978

PORCION OF LA MEDIA ROAD  
DEDICATED PER MAP NO. 15134.



LOT C  
MAP 15350

SANTA  
LUNA  
STREET

40'  
20'  
20'

N34°39'20"W  
761.41'  
N34°39'20"W  
761.41'

T.P.O.B.

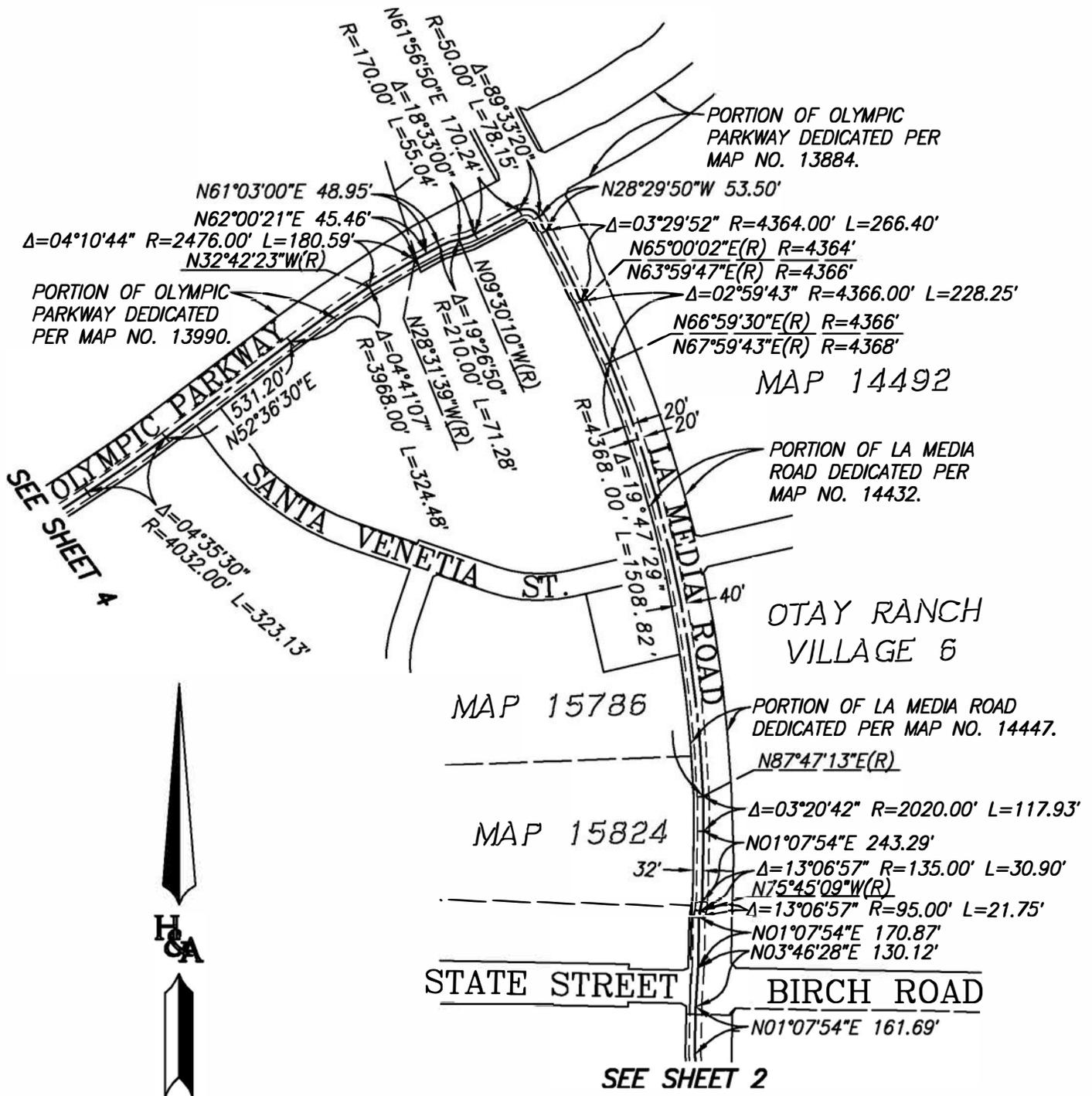
P.O.C.  
SE COR. LOT C  
MAP 15350

N71°57'57"E 33.40'  
(N71°57'57"E)  
LOT 28  
OTAY RANCHO

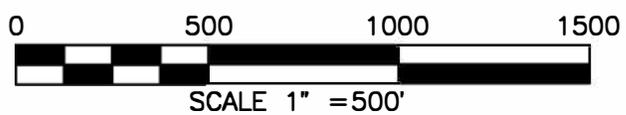
**HUNSAKER  
& ASSOCIATES**  
SAN DIEGO, INC

PLANNING 5707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH: 619-594-4500; FAX: 619-594-4444

# EXHIBIT "D" JOINT USE AREA

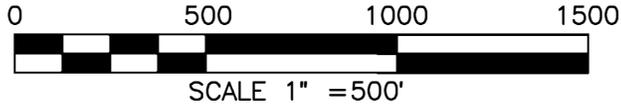


**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC.



PLANNING 5707 Waples Street  
 ENGINEERING San Diego, Ca 92121  
 SURVEYING PH(619)550-4500 FAX(619)550-4444

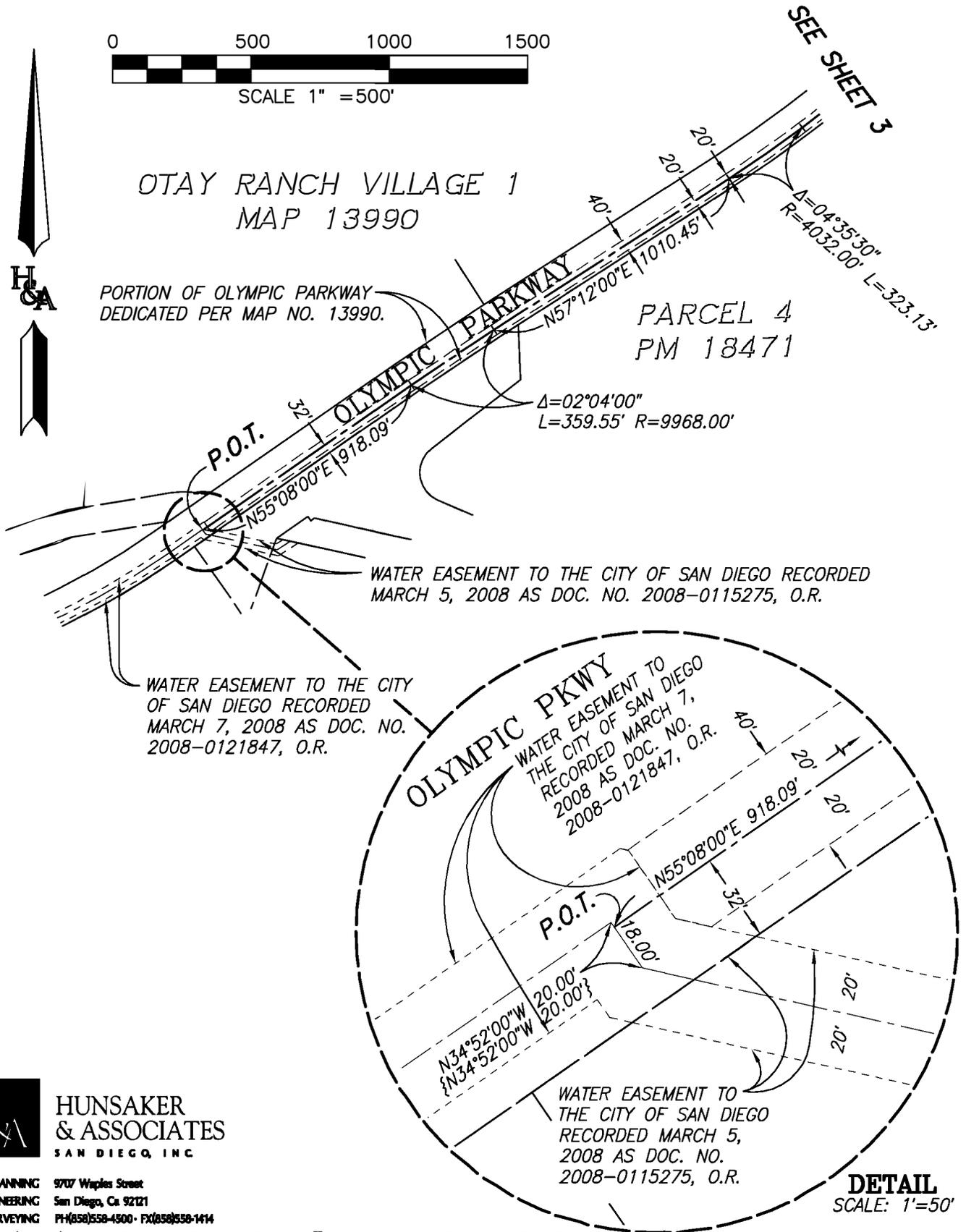
# EXHIBIT "D" JOINT USE AREA



OTAY RANCH VILLAGE 1  
MAP 13990

PORTION OF OLYMPIC PARKWAY  
DEDICATED PER MAP NO. 13990.

PARCEL 4  
PM 18471



WATER EASEMENT TO THE CITY OF SAN DIEGO RECORDED  
MARCH 5, 2008 AS DOC. NO. 2008-0115275, O.R.

WATER EASEMENT TO THE CITY  
OF SAN DIEGO RECORDED  
MARCH 7, 2008 AS DOC. NO.  
2008-0121847, O.R.

WATER EASEMENT TO  
THE CITY OF SAN DIEGO  
RECORDED MARCH 7,  
2008 AS DOC. NO.  
2008-0121847, O.R.

WATER EASEMENT TO  
THE CITY OF SAN DIEGO  
RECORDED MARCH 5,  
2008 AS DOC. NO.  
2008-0115275, O.R.

**DETAIL**  
SCALE: 1"=50'



**HUNSAKER  
& ASSOCIATES**  
SAN DIEGO, INC

PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(619)558-4300 • FX(619)558-1414

# EXHIBIT "E"

## LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 27 AND 28 OF RANCHO OTAY, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 7, 1900, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL 1:

A STRIP OF LAND, BEING 31.50 FEET IN WIDTH AND BEING 15.75 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE NORTHWEST CORNER OF SAID LOT 28;

**THENCE** ALONG THE NORTHERLY LINE THEREOF, NORTH 71°57'53" EAST, 885.71 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL 1;

**THENCE** LEAVING SAID NORTHERLY LINE, SOUTH 34°40'03" EAST, 186.32 FEET TO THE BEGINNING OF A TANGENT 506.75 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO WHICH BEARS NORTH 55°19'57" EAST;

**THENCE** SOUTHERLY ALONG THE ARC OF SAID 506.75 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 15°59'33", AN ARC DISTANCE OF 141.44 FEET;

**THENCE** TANGENT FROM SAID CURVE, SOUTH 18°40'30" EAST, 530.38 FEET TO POINT 'A' OF THESE DESCRIPTIONS;

**THENCE** CONTINUING SOUTH 18°40'30" EAST, 825.63 FEET TO THE BEGINNING OF A TANGENT 492.75 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO WHICH BEARS NORTH 71°19'30" EAST;

**THENCE** SOUTHERLY ALONG THE ARC OF SAID 492.75 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 04°34'36", AN ARC DISTANCE OF 39.36 FEET;

**THENCE** TANGENT FROM SAID CURVE, SOUTH 14°05'54" EAST, 250.88 FEET;

**THENCE** SOUTH 63°44'02" EAST, 103.73 FEET TO THE BEGINNING OF A TANGENT 1721.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE TO WHICH BEARS SOUTH 69°03'02" WEST;

**THENCE** SOUTHERLY ALONG THE ARC OF SAID 1721.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 00°34'57", AN ARC DISTANCE OF 17.50 FEET TO **POINT 'B'** OF THESE DESCRIPTIONS, AND SOUTHERLY TERMINUS OF THE CENTERLINE OF PARCEL 1.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED, AS TO TERMINATE IN THE NORTH, ON SAID NORTHERLY LINE OF LOT 28 AND IN THE SOUTH, PERPENDICULAR TO THE HEREIN DESCRIBED CENTERLINE OF PARCEL 1.

CONTAINING 1.52 ACRES, MORE OR LESS.

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 2:

A STRIP OF LAND, 100.00 FEET IN WIDTH, LYING 25.00 FEET WESTERLY AND 75.00 FEET EASTERLY OF THE FOLLOWING DESCRIBED LINE;

**COMMENCING** AT THE AFOREMENTIONED **POINT 'B'**,

**THENCE** CONTINUING SOUTHERLY ALONG THE ARC OF AFOREMENTIONED 1721.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 16°19'55", AN ARC DISTANCE OF 490.57 FEET;

**THENCE** TANGENT FROM SAID CURVE, SOUTH 37°51'51" EAST, 245.22 FEET TO THE BEGINNING OF A TANGENT 1421.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL LINE TO WHICH BEARS SOUTH 52°08'09" WEST;

**THENCE** SOUTHEASTERLY ALONG THE ARC OF SAID 1421.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 08°26'57" , AN ARC DISTANCE OF 209.55 FEET TO **POINT 'C'** OF THESE DESCRIPTIONS, AND TERMINUS OF THE SAID LINE OF PARCEL 2.

EXCEPTING FROM SAID EASTERLY 75.00 FEET, THAT PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF SAN DIEGO BY DEED, RECORDED JANUARY 9, 2009 AS DOCUMENT NO. 2009-0010329 OF OFFICIAL RECORDS.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE NORTH PERPENDICULAR TO THE HEREIN DESCRIBED LINE AND IN THE SOUTH, PERPENDICULAR TO SAID LINE.

CONTAING 1.44 ACRES, MORE OR LESS.

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 3:

A STRIP OF LAND, 50.00 FEET IN WIDTH, BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE AFOREMENTIONED **POINT 'C'**,

**THENCE** CONTINUING SOUTHEASTERLY ALONG THE AFOREMENTIONED 1421.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF  $31^{\circ}51'03''$ , AN ARC DISTANCE OF 789.94 FEET TO **POINT 'D'** OF THESE DESCRIPTIONS; AND TERMINUS OF THE SAID LINE OF PARCEL 3.;

**THENCE** CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID 1421.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF  $23^{\circ}48'38''$ , AN ARC DISTANCE OF 590.53 FEET;

**THENCE** TANGENT FROM SAID CURVE, NORTH  $78^{\circ}01'31''$  EAST, 221.75 FEET TO THE BEGINNING OF A TANGENT 1229.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE TO WHICH BEARS NORTH  $11^{\circ}58'29''$  WEST;

**THENCE** SOUTHEASTERLY ALONG THE ARC OF SAID 1229.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF  $02^{\circ}49'03''$ , AN ARC DISTANCE OF 60.43 FEET TO THE EASTERLY LINE OF SAID LOT 27 AND TERMINUS OF THE HEREIN DESCRIBED CENTERLINE OF PARCEL 3.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE NORTH PERPENDICULAR TO THE HEREIN DESCRIBED CENTERLINE, AND IN THE SOUTH ON SAID EASTERLY LINE OF SAID LOT 27.

CONTAINING 1.91 ACRES, MORE OR LESS

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 4:

A STRIP OF LAND, 39.00 FEET IN WIDTH, BEING 19.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE AFOREMENTIONED POINT 'D';

**THENCE** NORTH 10°56'24" EAST, 88.93 FEET;

**THENCE** NORTH 79°03'36" WEST , 58.50 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE OF PARCEL 4

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE SOUTH ON THE NORTHERLY SIDELINE OF AFOREMENTIONED PARCEL 3 AND IN THE NORTH PERPENDICULAR TO THE HEREIN DESCRIBED CENTERLINE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE AFOREMENTIONED PARCEL 3.

CONTAINING 0.11 ACRES, MORE OR LESS.

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 5:

A STRIP OF LAND, 39.00 FEET IN WIDTH, BEING 19.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE AFOREMENTIONED POINT 'D';

**THENCE** SOUTH 10°56'24" WEST, 980.47 FEET;

**THENCE** SOUTH 33°26'24" WEST, 33.59 FEET TO **POINT 'E'** OF THESE DESCRIPTIONS AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE OF PARCEL 5.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE NORTH ON THE SOUTHERLY SIDELINE OF AFOREMENTIONED PARCEL 3 AND IN THE SOUTH PERPENDICULAR TO THE HEREIN DESCRIBED CENTERLINE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE AFOREMENTIONED PARCEL 3.

CONTAINING 0.89 ACRES, MORE OR LESS.

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 6:

A STRIP OF LAND, 23.00 FEET IN WIDTH, BEING 11.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE AFOREMENTIONED POINT 'E';

**THENCE** SOUTH 33°26'24" WEST, 33.59 FEET TO THE BEGINNING OF A NON TANGENT 211.50 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE TO WHICH BEARS SOUTH 88°05'37" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID 211.50 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 25°09'55", AN ARC DISTANCE OF 92.89 FEET;

**THENCE** SOUTH 27°04'19" EAST, 309.69 FEET TO THE BEGINNING OF A TANGENT 188.50 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO WHICH BEARS NORTH 62°55'41" EAST;

**THENCE** SOUTHERLY ALONG THE ARC OF SAID 188.50 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 10°51'09", AN ARC DISTANCE OF 35.70 FEET;

**THENCE** TANGENT FROM SAID CURVE, SOUTH 16°13'10" EAST, 280.23 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE OF PARCEL 6.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE NORTH ON THE SOUTHERLY LINE OF SAID PARCEL 6 AND IN THE SOUTH PERPENDICULAR TO THE HEREIN DESCRIBED CENTERLINE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE AFOREMENTIONED PARCEL 1.

CONTAINING 0.40 ACRES, MORE OR LESS.

# EXHIBIT "E"

## LEGAL DESCRIPTION

### PARCEL 7:

A STRIP OF LAND, 24.00 FEET IN WIDTH, BEING 12.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE AFOREMENTIONED POINT 'A';

**THENCE** SOUTH 71°56'24" WEST, 32.49 FEET TO THE BEGINNING OF A NON TANGENT 528.50 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE TO WHICH BEARS NORTH 18°03'36" WEST;

**THENCE** WESTERLY ALONG THE ARC OF SAID 528.50 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 21°08'41", AN ARC DISTANCE OF 195.04 FEET;

**THENCE** NORTH 59°56'00" WEST, 36.73 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE OF PARCEL 7.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE, IN THE NORTH PERPENDICULAR TO SAID CENTERLINE AND IN THE EAST ON THE WESTERLY SIDELINE OF SAID PARCEL 1.

CONTAINING 0.14 ACRES, MORE OR LESS.

PREPARED BY ME OR UNDER MY SUPERVISION



DALE C. GROSS  
PLS 7632



# EXHIBIT "F"

## VILLAGE 8 JOINT USE AREA

SANTA LUNA

T.P.O.B. PARCEL 1

L1

L2

C1

MAP 15014

P.O.C. PARCEL 1  
NW CORNER  
LOT 28

APPROXIMATE  
LOCATION OF  
EXISTING CITY  
OF SAN DIEGO  
PIPELINES

L11

L12

PARCEL 1

ROS 18296

31.5'

LA MEDIA

POINT A, P.O.C.  
PARCEL 7

PARCEL 7

C12

24'

L36

MAIN STREET

L35

L37

ROS 16504

PARCEL 1

L5

MAIN STREET

L13

L14

APPROXIMATE  
LOCATION OF  
EXISTING CITY  
OF SAN DIEGO  
PIPELINES

L7

L8

C3

L15

STREET 'C'

37'

POINT B, P.O.C.  
PARCEL 2

AREA EXCEPTED  
OUT FROM PARCEL 2

C4

25'

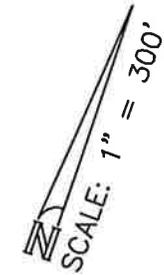
VARIES PARCEL 2

L16

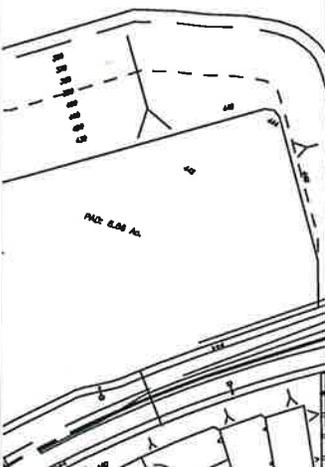
L17

SEE PAGE 2

PAGE 1 OF 4



MAP 862  
PM 20264  
ROS 18296  
ROS 16504



**LEGEND:**

P.O.C. . . . INDICATES  
POINT OF COMMENCEMENT

T.P.O.B. . . . INDICATES  
TRUE POINT OF BEGINNING

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR  
THIS PLAT AND THE LEGAL  
DESCRIPTION ATTACHED HEREON,  
IS THE NORTH LINE OF LOT 28,  
PER ROS NO. 18296.

I.E. N 71°57'55" E

JOINT USE AREA



H.E. JOB NO. 12036



7910 CONVOY COURT  
SAN DIEGO, CA 92111  
TEL: (858) 715-1420  
FAX: (858) 715-1424



# EXHIBIT "F"

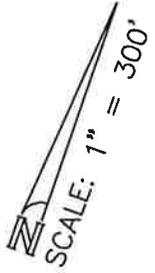
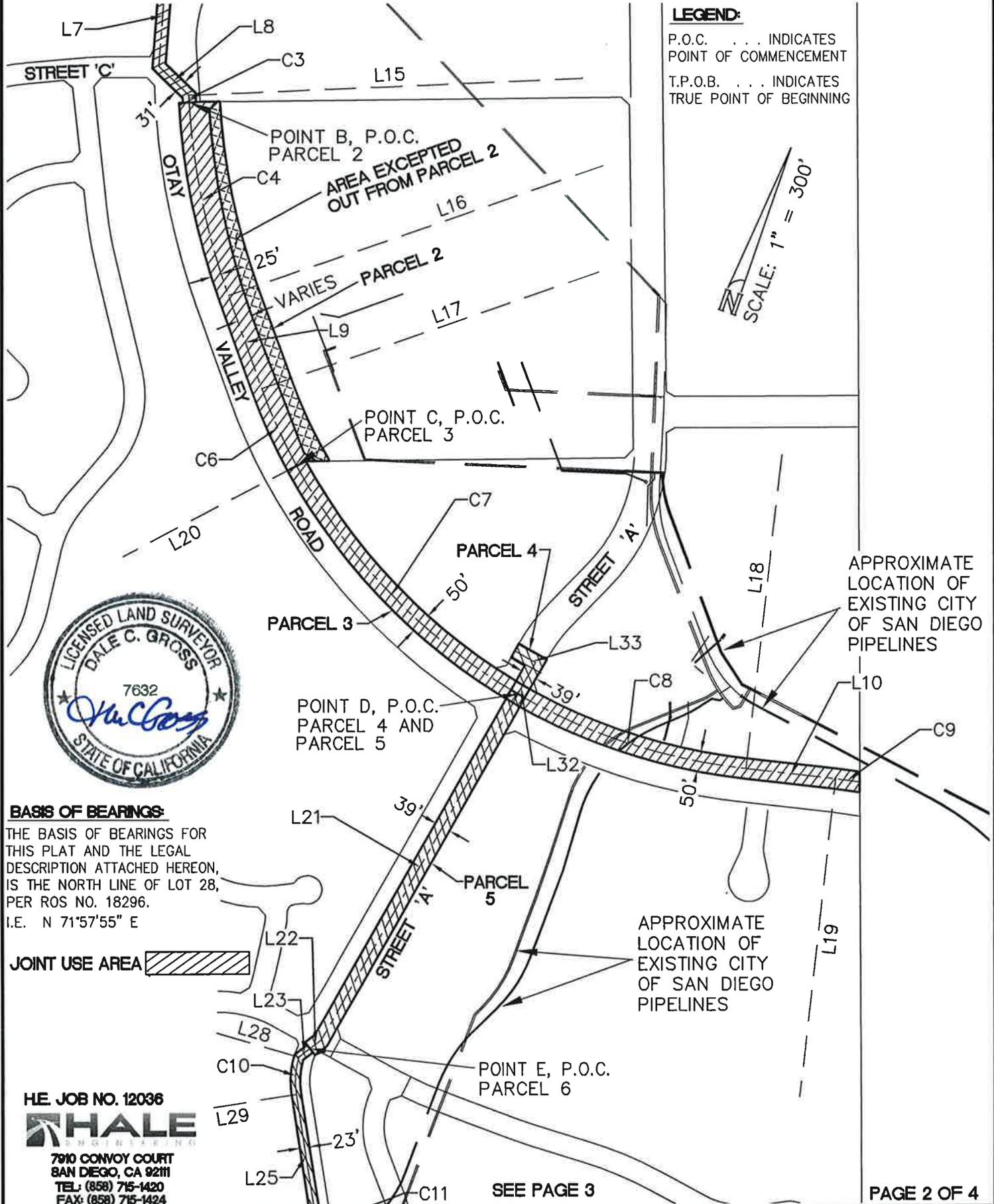
## VILLAGE 8 JOINT USE AREA

SEE PAGE 1

**LEGEND:**

P.O.C. . . . INDICATES  
POINT OF COMMENCEMENT

T.P.O.B. . . . INDICATES  
TRUE POINT OF BEGINNING

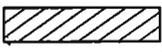


**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS PLAT AND THE LEGAL DESCRIPTION ATTACHED HEREON, IS THE NORTH LINE OF LOT 28, PER ROS NO. 18296.

I.E. N 71°57'55" E

**JOINT USE AREA**



HE. JOB NO. 12036



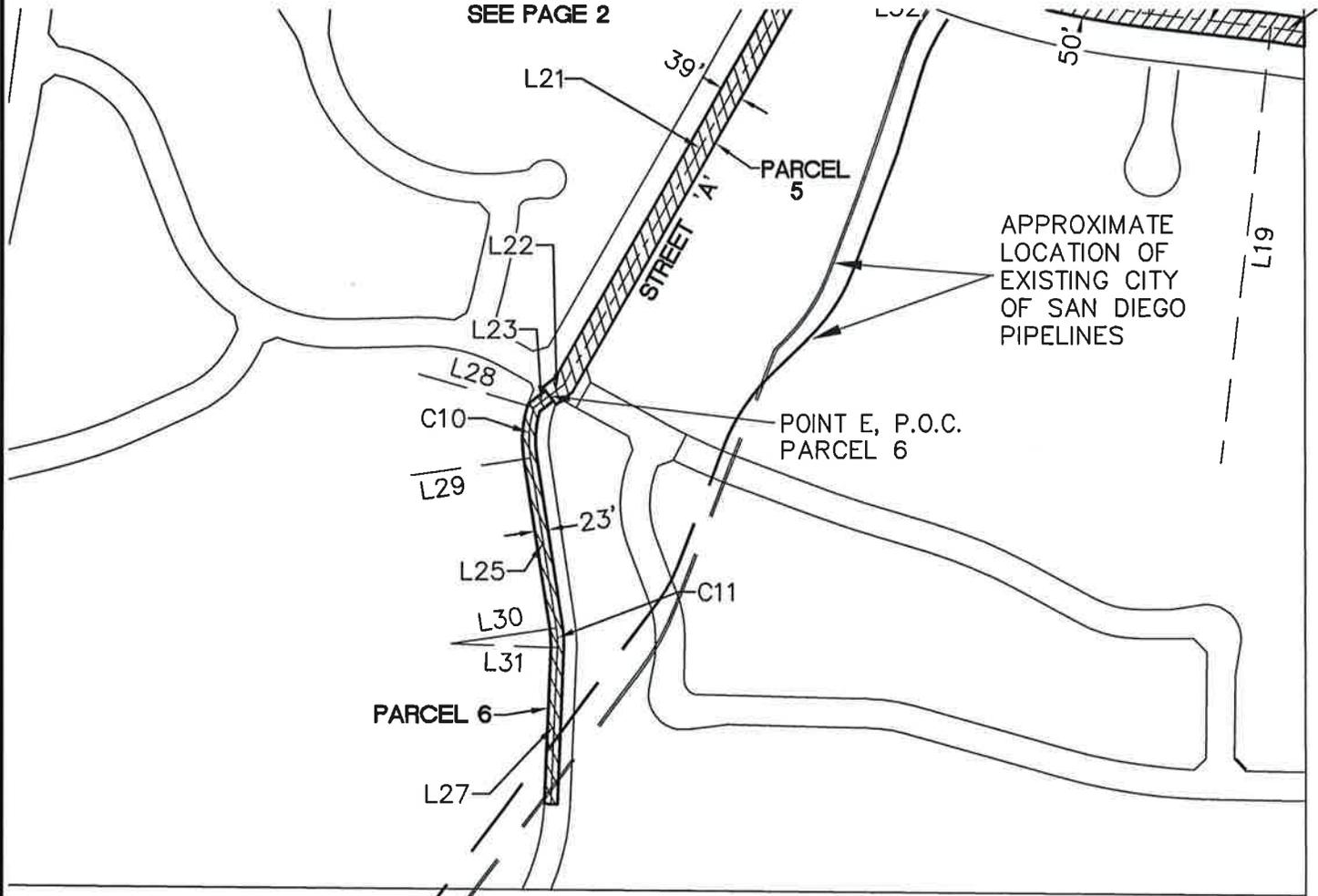
7910 CONVOY COURT  
SAN DIEGO, CA 92111  
TEL: (858) 715-1420  
FAX: (858) 715-1424

SEE PAGE 3

# EXHIBIT "F"

## VILLAGE 8 JOINT USE AREA

SEE PAGE 2



### LEGEND:

P.O.C. . . . INDICATES  
POINT OF COMMENCEMENT  
T.P.O.B. . . . INDICATES  
TRUE POINT OF BEGINNING

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR  
THIS PLAT AND THE LEGAL  
DESCRIPTION ATTACHED HEREON,  
IS THE NORTH LINE OF LOT 28,  
PER ROS NO. 18296.  
I.E. N 71°57'55" E

JOINT USE AREA 

SCALE: 1" = 300'



H.E. JOB NO. 12036



7910 CONVOY COURT  
SAN DIEGO, CA 92111  
TEL: (858) 715-1420  
FAX: (858) 715-1424

# EXHIBIT "F"

## VILLAGE 8 JOINT USE AREA DEPICTION

LINE AND CURVE DATA			
NO.	LENGTH	RADIUS	BEARING/DELTA
C1	141.44'	506.75'	15° 59' 33"
C2	39.36'	492.75'	4° 34' 36"
C3	17.50'	1721.00'	0° 34' 57"
C4	490.57'	1721.00'	16° 19' 55"
C6	209.55'	1421.00'	8° 26' 57"
C7	789.94'	1421.00'	31° 51' 03"
C8	590.53'	1421.00'	23° 48' 38"
C9	60.43'	1229.00'	2° 49' 03"
C10	92.89'	211.50'	25° 09' 55"
C11	35.70'	188.50'	10° 51' 09"
C12	195.04'	528.50'	21° 08' 41"
L1	885.71'		N71° 57' 53"E
L2	186.32'		S34° 40' 03"E
L4	530.38'		S18° 40' 30"E
L5	825.63'		S18° 40' 30"E
L7	250.88'		S14° 05' 54"E
L8	103.73'		S63° 44' 02"E
L9	245.22'		S37° 51' 51"E
L10	221.75'		N78° 01' 31"E
L11	506.75'		N55° 19' 57"E
L12	506.75'		N71° 19' 30"E
L13	492.75'		N71° 19' 30"E
L14	492.75'		N75° 54' 06"E
L15	960.38'		S69° 03' 02"W
L16	965.95'		S52° 08' 09"W

LINE AND CURVE DATA			
NO.	LENGTH	RADIUS	BEARING/DELTA
L17	868.08'		S52° 08' 09"W
L18	779.17'		S11° 58' 29"E
L19	790.34'		N11° 58' 29"W
L20	455.03'		N43° 41' 12"E
L21	980.47'		S10° 56' 24"W
L22	33.59'		S33° 26' 24"W
L23	33.59'		S33° 26' 24"W
L25	309.69'		S27° 04' 19"E
L27	280.23'		S16° 13' 10"E
L28	211.50'		N88° 05' 37"E
L29	211.50'		N62° 55' 41"E
L30	188.50'		N62° 55' 41"E
L31	188.50'		N73° 46' 50"E
L32	88.93'		N10° 56' 24"E
L33	58.50'		N79° 03' 36"W
L34	303.11'		S39° 12' 17"E
L35	316.46'		N18° 03' 36"W
L36	36.73'		N59° 56' 00"W
L37	32.49'		S71° 56' 24"W



**EXHIBIT "G"**  
**VILLAGE 9 JOINT USE AREA**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 17 OF THE OTAY RANCHO, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 7, 1900, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

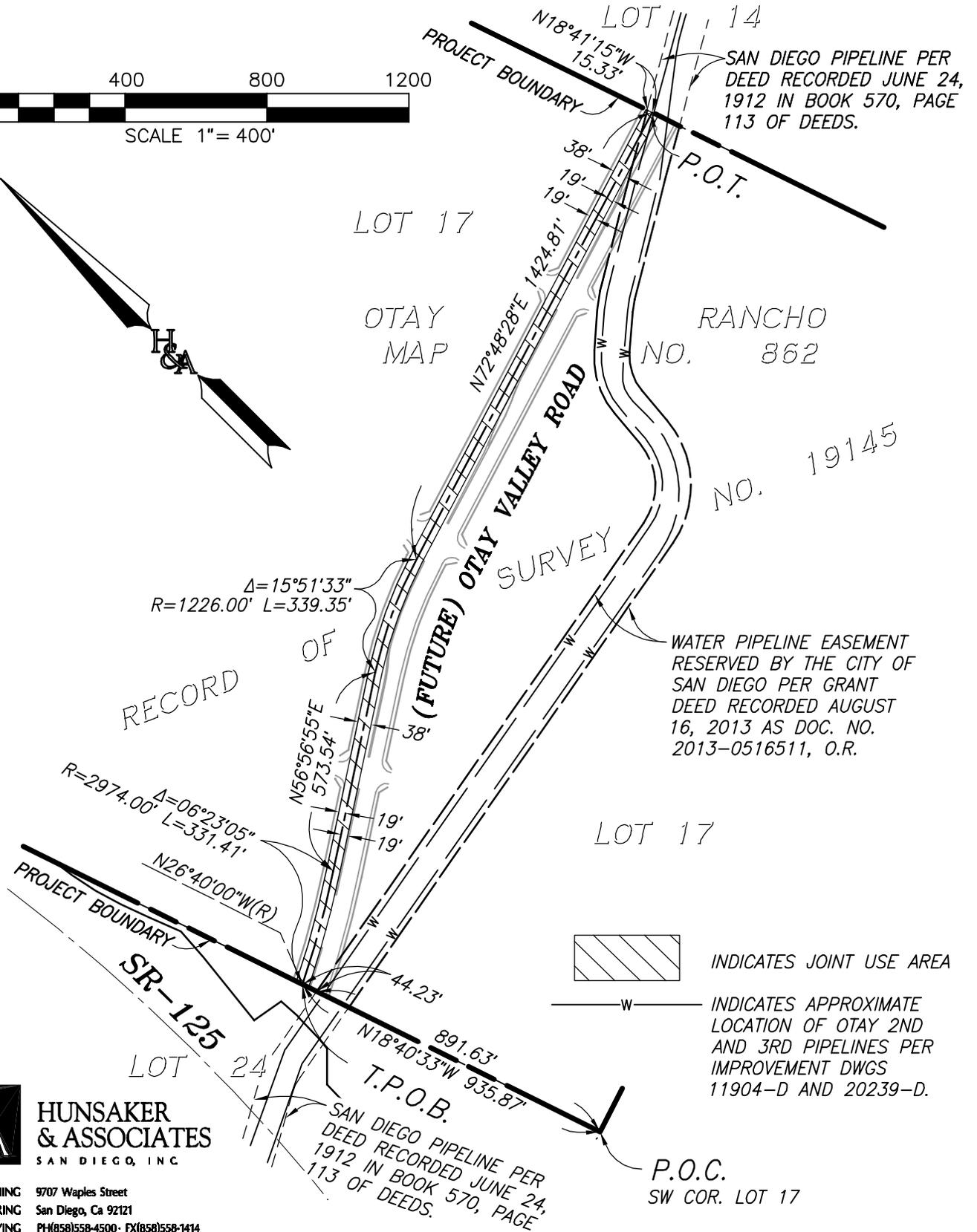
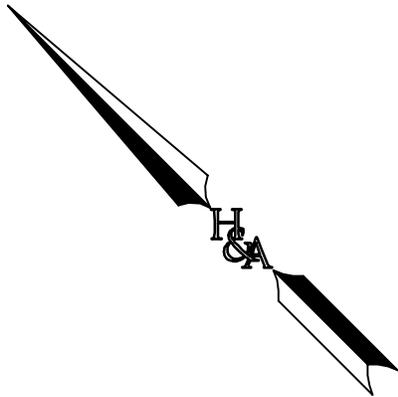
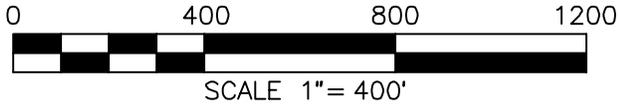
BEING A 38.00 FOOT WIDE STRIP OF LAND LYING 19.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 18°40'33" WEST, 891.63 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN LAND GRANTED TO OTAY LAND COMPANY, LLC, SHOWN AND DESCRIBED AS "PORTION 2 DESCRIPTION" IN GRANT DEED RECORDED AUGUST 16, 2013 AS DOC. NO. 2013-0516511, OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID WESTERLY LINE OF LOT 17 NORTH 18°40'33" WEST, 44.23 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 2974.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 26°40'00" EAST; THENCE LEAVING SAID WESTERLY LINE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°23'05" A DISTANCE OF 331.41 FEET; THENCE NORTH 56°56'55" EAST, 573.54 FEET TO THE BEGINNING OF A 1226.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°51'33" A DISTANCE OF 339.35 FEET; THENCE NORTH 72°48'28" EAST, 1424.81 FEET TO THE EASTERLY LINE OF SAID LOT 17 AND THE **POINT OF TERMINUS**, SAID POINT LYING 15.33 FEET SOUTHEASTERLY ALONG SAID EASTERLY LINE FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE NORTHERLY LINE OF SAID LAND DESCRIBED AS "PORTION 2 DESCRIPTION".

THE SIDELINES OF THE HEREINABOVE DESCRIBED 38.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE WESTERLY IN SAID WESTERLY LINE OF LOT 17 AND EASTERLY IN SAID EASTERLY LINE OF LOT 17.



# EXHIBIT H JOINT USE AREA (VILLAGE 9)



**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC

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