

**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 for less than a fee interest for which no cash consideration has been paid or received*

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ABOVE SPACE FOR RECORDER'S USE

CCV File No. Project File Number

**GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT  
CHULA VISTA TRACT NO. 19-03  
OTAY RANCH VILLAGE 8 WEST  
(DEDICATED EASEMENTS)**

**THIS GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

("Agreement") is made as of this 29th day of September, 2020, (the "Effective Date") by and between the CITY OF CHULA VISTA, a Municipal Corporation ("City"), and HomeFed Village 8, LLC, a Delaware limited liability company and Otay Land Company, LLC, a Delaware limited liability company ("Owner").

**RECITALS**

A. This Agreement concerns and affects certain improvements within a portion of the real property located in Chula Vista, California, more particularly described in **Exhibit "A"** attached hereto ("**Property**"). The Property is part of the master planned community commonly known as Otay Ranch Village 8 West ("**Project**"), being the subject of City Council Resolution Nos. 2020-031, 2020-032, 2020-033, 2020-034 and 2020-035 (each a "**City Resolution**") and City Council Ordinance No. 2020-3480 (a "**City Ordinance**"). For purposes of the Agreement, the term "Project" shall also refer to the overall Project property.

**B.** Owner is the owner of the Property and the Declarant under that certain Community Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Côtà Vera filed, or to be filed, in the County Recorder's Office of San Diego County ("**Community Declaration**"). The Community Declaration provides for the Côtà Vera Community Association, a California Non-Profit Mutual Benefit Corporation ("**Association**"), to maintain certain areas in the Project. One or more subassociations may be formed (each a "**Subassociation**") for particular areas within the Project to maintain certain amenities within the area over which the Subassociation has jurisdiction.

**C.** The Property is, or is intended to be, covered by one or more certain final maps (each a "**Final Map**").

**D.** In order for Owner to obtain the Final Map(s) and for the City to have assurance that the maintenance of certain areas within the Project will be provided for, the City and Owner agree that maintenance of such areas shall be accomplished by the creation of the Association. The public areas to be maintained by the Association are collectively referred to as "**Association Maintained Public Areas**", which are depicted on **Exhibit "B"** attached hereto.

**E.** The City desires to grant to Owner easements for maintenance purposes upon, over, and across the Association Maintained Public Areas in order to facilitate the performance by Owner of the obligations as set forth in the City Resolution(s) and other Project entitlements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as set forth below.

**1. Grant of Easements.** The City hereby grants to Owner and its agents, successors, and assigns, non-exclusive easements and rights-of-way over and across the City owned or controlled property described on **Exhibit "B"** for the purpose of maintaining, repairing, and replacing landscaping, and other improvements located within the Association Maintained Public Areas. The grants are made without any warranties of any kind, express or implied, except as expressly provided herein.

**2. Maintenance Obligations.** Owner hereby covenants and agrees, at its sole cost and expense, to maintain, repair, and replace, or cause to be maintained, repaired, and replaced, those improvements within the Association Maintained Public Areas at a level equal to or better than the level of maintenance which is acceptable to the Director of Public Works, at his/her discretion and equivalent to City or Community Facilities District maintained right-of-way facilities. For purposes of this Agreement, the term "Maintenance", or "Maintain" shall mean the maintenance, repair, the provision of water, and replacement obligations described herein and on **Exhibit "C"** attached hereto and shall also include repair and replacement at no cost to the City of any City-owned or controlled property that is damaged as a result of the activity of Owner, or the Association or any other Assignee (as defined below) during the performance of or failure to perform the maintenance obligations pursuant to this Agreement. **Exhibit "C"** also refers to the maintenance responsibilities of the City.

**3. Assignment by Owner; Release of Owner.**

(a) **Assignment.** Owner represents to City that it intends to, and has the

authority to, unilaterally transfer (subject to the City's approval as provided herein) all or some of the maintenance obligations under this Agreement to the Association and that the ability to effectuate such transfer is provided for in the Community Declaration. If Owner assigns any obligations under this Agreement to the Association, the Association shall perform all Maintenance and other obligations under this Agreement. A transfer from Owner to the Association will not be effective and will not release Owner from its obligations under this Agreement until City makes a written determination that all of the following have occurred:

(i) Association Accepts Obligations. The Association has unconditionally accepted and assumed, in writing, all of Owner's obligations under this Agreement arising from and after the date of the assignment and such assignment provides that the burden of this Agreement remains a covenant running with the land, and the Association expressly assumes the obligations of Owner under this Agreement. The assignment must be approved by the appropriate governing body of the Association by resolution or similar procedural method and approved as to form and content by the City Attorney.

(ii) Association's Community Declaration. Owner provides City with a written representation that there have been no modifications to the recorded Community Declaration previously approved by the City.

(iii) Association Insurance. The Association has procured and formally resolves to maintain, at its sole cost and expense, commencing no later than the date of City's release of all of Owner's landscape maintenance bonds, a policy of public liability insurance which meets or exceeds the insurance requirements set forth in **Exhibit "D"**.

(iv) Association Indemnity. The Association acknowledges and agrees in writing that, it will indemnify, defend, and hold harmless City and all City Parties in the same manner and to the same extent as Owner pursuant to **Section 5** of this Agreement.

(v) City's Prior Written Consent. Owner obtains City's prior written consent to the proposed assignment. The City shall not unreasonably withhold its consent to such assignment.

The Parties agree to use the Assignment of Obligations Under Grant of Easements, License and Maintenance Agreement that is attached hereto as **Exhibit "E"**, in substantially the same form as attached, subject to changes approved by the City Attorney, to effectuate an assignment under this Agreement.

(b) Release. When all conditions precedent in **Section 3(a)** are fulfilled and the Assignment of Obligations Under Grant of Easements, License and Maintenance Agreement has been recorded, Owner shall be released from its obligations under this Agreement, including its security and insurance requirements. Owner acknowledges that it has a contractual obligation to perform the terms and conditions of this Agreement until released by the City from this Agreement. At least sixty (60) days prior to proposed assignment, Owner shall give a notice to the City of Owner's intent to assign its Maintenance obligations herein and provide the City with the appropriate documents listed in **Section 3(a)**. In accordance with **Section 3(c)**, the City acknowledges that if all of the above conditions precedent are satisfied, Owner may transfer its obligations in phases and in such case, Owner shall be released as to the obligations so assigned.

(c) **Phased Transfer.** The parties agree that an assignment of obligations under this Agreement may be phased (that is, there may be multiple transfers) subject to City's prior written approval as provided for in this Section.

4. **Assignment by Association; Release of Association.**

(a) **Assignment.** If obligations under this Agreement have been assigned by Owner to an Association, the Association may further assign such obligations under this Agreement to a Subassociation or other entity ("**Assignee**") in strict accordance with this Agreement. Such assignment from Association to an Assignee will not be effective and will not release Association from its obligations under this Agreement until all of the following occur:

(i) **Transferee Accepts Obligation.** The Assignee has unconditionally accepted and assumed all of Association's obligations under this Agreement in writing, such assignment provides that the burden of this Agreement remains a covenant running with the land, and the assignee expressly assumes the obligations of Association under this Agreement. If the Assignee is a Subassociation, the assignment shall also have been approved by the appropriate governing body of the Subassociation by resolution or similar procedural method and approved as to form and content by the City Attorney. The Parties agree to use **Exhibit "E"**, in substantially the same form subject to changes approved by the City Attorney, to effectuate an assignment of this Agreement.

(ii) **Subassociation's Declaration of Restrictions.** If the Assignee is a Subassociation, the City has reviewed and approved the Subassociation's recorded Declaration of Restrictions to confirm that said document contains appropriate maintenance and insurance provisions.

(iii) **Assignee Insurance.** The Assignee procures and maintains at its sole cost and expense, a policy of public liability insurance which meets the requirements set forth in **Exhibit "D"**.

(iv) **Assignee Indemnity.** Assignee acknowledges and agrees in writing that, it will indemnify, defend, and hold harmless City and all City Parties in the same manner and to the same extent as Owner pursuant to **Section 5** of this Agreement.

(v) **City's Written Consent.** The Association has obtained the City's written consent to the proposed assignment. The City shall not unreasonably withhold its consent to such assignment.

(b) **Release.** When all conditions precedent in **Section 4(a)** are fulfilled, the Association shall be released from its obligations under this Agreement, including its security and insurance requirements. At least sixty (60) days prior to such transfer, Association shall give notice to the City of Association's intent to assign its obligations herein and provide the City with the appropriate documents listed in **Section 4(a)**.

5. **Insurance.** Owner and its successors in interest must procure and maintain at their sole cost and expense a policy of public liability insurance that meets or exceeds the insurance requirements in **Exhibit "D."**

6. **Indemnity.** Owner and its successors and assigns shall indemnify, defend and hold City, its City Council, Commissions, officers, agents, employees, subcontractors, and independent contractors (each a "**City Party**", collectively, the "**City Parties**") free and harmless, at their sole cost and expense, from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Owner's employees included), or any other element of damage of any kind or nature relating to or in any way connected with or arising from the activities contemplated by this Agreement, including, but not limited to, the use, maintenance, or repair of the Association Maintained Public Areas, save and except for liability or claims arising through the sole active negligence or willful misconduct of City. Owner and its successors and assigns shall defend, at their sole cost and expense, including attorneys' fees, any and all City Parties in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through the sole negligence of willful misconduct of City

7. **Agreement Binding Upon any Successive Parties.** This Agreement shall be binding upon Owner and any successive Declarant under the Community Declaration. This Agreement shall be binding upon the Association, an Assignee, or any other assignee or successor-in-interest upon assignment of obligations under this Agreement. This Agreement shall inure to the benefit of the successors, assigns, and interests of the parties as to any or all of the Property.

8. **Agreement Runs with the Land.** The burden of the covenants contained in this Agreement ("**Burden**") is for the benefit of the Property and the City, its successors and assigns, and any successor-in-interest thereto. The City is deemed the beneficiary of such covenants for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit such covenants running with the land have been provided, without regard to whether the City has been, remained or are owners of any particular land or interest therein. If such covenants are breached, the City shall have the right, but not the obligation, 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 it or any other beneficiaries of this Agreement and the covenants may be entitled.

9. **Assignment Pursuant to Acquisition of Owner Interest.** In addition to other means for assignment provided in this Agreement, Owner may assign its rights and delegate some or all of its obligations under this Agreement to another master developer subject to City's prior written consent. Prior to any such proposed assignment, Owner shall identify to City the proposed assignee that has agreed in writing to fulfill Owner's obligations under this Agreement. Owner acknowledges and agrees that the City retains the right to consent or not consent to such proposed assignment, but City's consent shall not be unreasonably withheld.

10. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. **Effective Date.** The terms and conditions of this Agreement shall be effective as of the Effective Date on page 1 of this Agreement.

12. **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

document.

**13. Recording.** The parties shall cause this Agreement to be recorded in the Office of the County Recorder of San Diego County within thirty (30) days after this Agreement has been approved by the City Council.

**14. Miscellaneous Provisions.**

(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 directed or, in lieu thereof, when three (3) business days have elapsed following deposit in the United States Mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed to the address indicated in this Agreement. A party may change such address for the purpose of this Section by giving written notice of such change to the other party.

**City:**

City of Chula Vista  
Development Services Department  
Land Development Division  
276 Fourth Avenue  
Chula Vista, California 91910

With copy to:

Attn: City Attorney  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, California 91910

**Owner:**

HomeFed Village 8, LLC  
Otay Land Company, LLC  
1903 Wright Place, Ste.  
Carlsbad, California 92008  
Attn: Curt Smith

(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.

(c) **Entire Agreement.** This Agreement, together with any other written document 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.

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

(e) **Compliance with Laws.** In the performance of its obligations under this Agreement, Owner, its agents and employees, shall comply with any and all applicable federal, state and local rules, regulations, ordinances, policies, permits and approvals.

(f) **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.

(g) **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 County Recorder of San Diego County.

(h) **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 of this Agreement.

**End of page (next page is signature page)**

**SIGNATURE PAGE 1 OF 2 FOR  
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**OTAY RANCH VILLAGE 8 WEST**

**IN WITNESS WHEREOF**, the parties hereto caused this Agreement to be executed the day and year first set forth above.

CITY OF CHULA VISTA:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



**SIGNATURE PAGE 2 OF 2 FOR  
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**OTAY RANCH VILLAGE 8 WEST**

**OWNER**

HOMEFED VILLAGE 8, LLC  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
*Erin J. Fink*

Its: \_\_\_\_\_  
*Vice President*

OTAY LAND COMPANY, LLC  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
*Erin J. Fink*

Its: \_\_\_\_\_  
*Vice President*

*(Notary to attach acknowledgment for each signature.)  
(Corporate Authority required for each Signatory, if applicable.)*

## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

On September 29, 2020 before me, Tristan Manoff, Notary Public  
(insert name and title of the officer)

personally appeared Erin N. Ruhe,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

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(insert name and title of the officer)

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person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**Attachments:**

Exhibit "A": Legal Description of Property

Exhibit "B": Plat Showing Public Area to be Maintained

Exhibit "C": Maintenance Responsibilities

Exhibit "D": Insurance Requirements

Exhibit "E": Draft Assignment Agreement

**EXHIBIT "A"**

**Legal Description of Property**

**[See Attached]**

***EXHIBIT 'A'***

LEGAL DESCRIPTION

BEING ALL OF OTAY RANCH VILLAGE B WEST, IN THE CITY OF CHULA VISTA,  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF  
NO. \_\_\_\_\_, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO  
COUNTY, \_\_\_\_\_.

EXHIBIT "A"

**EXHIBIT "B"**

**Plat Showing Public Area to be Maintained**

**[See Attached]**

EXHIBIT 'B'

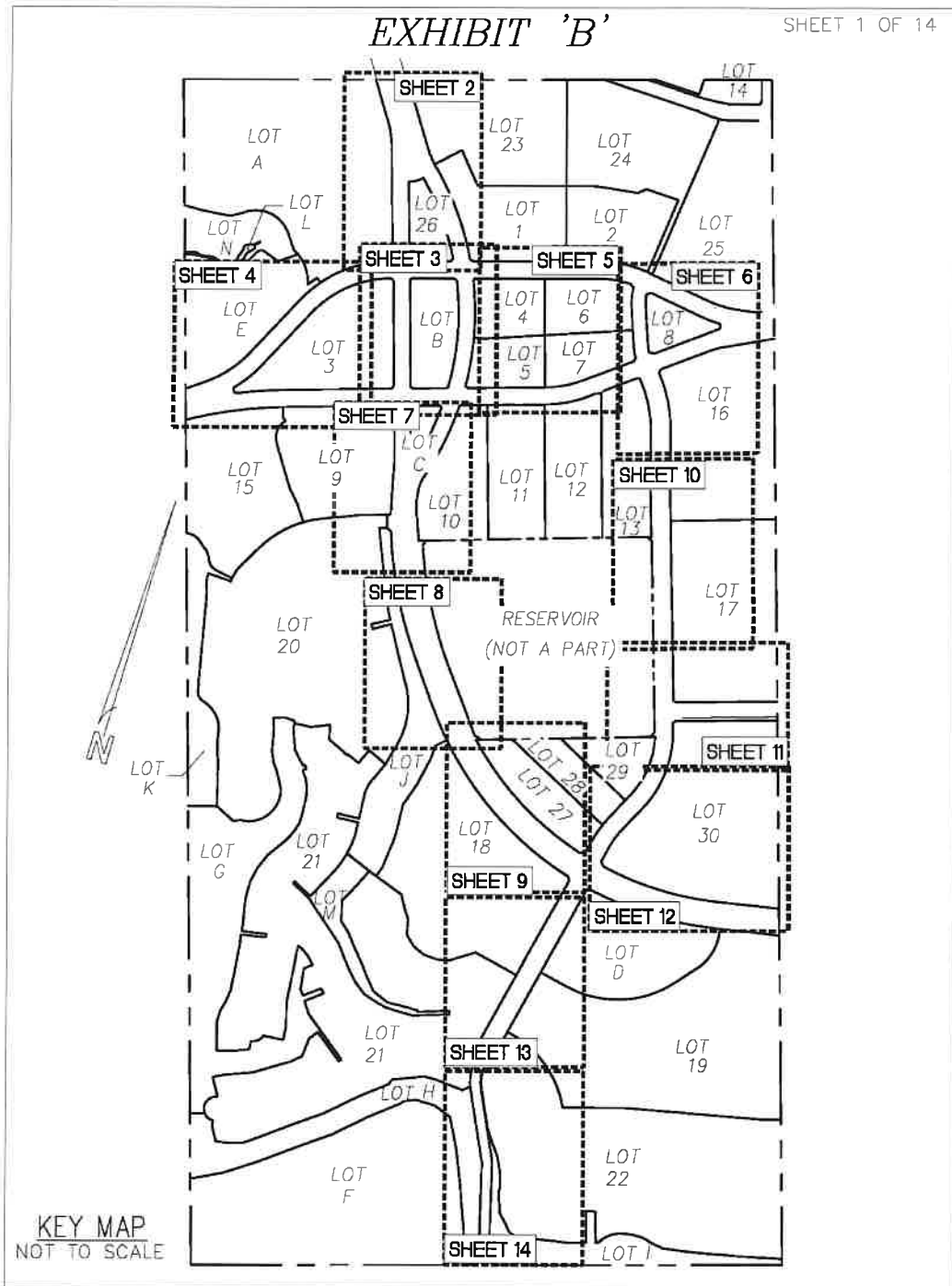




EXHIBIT 'B'

SHEET 2 OF 14

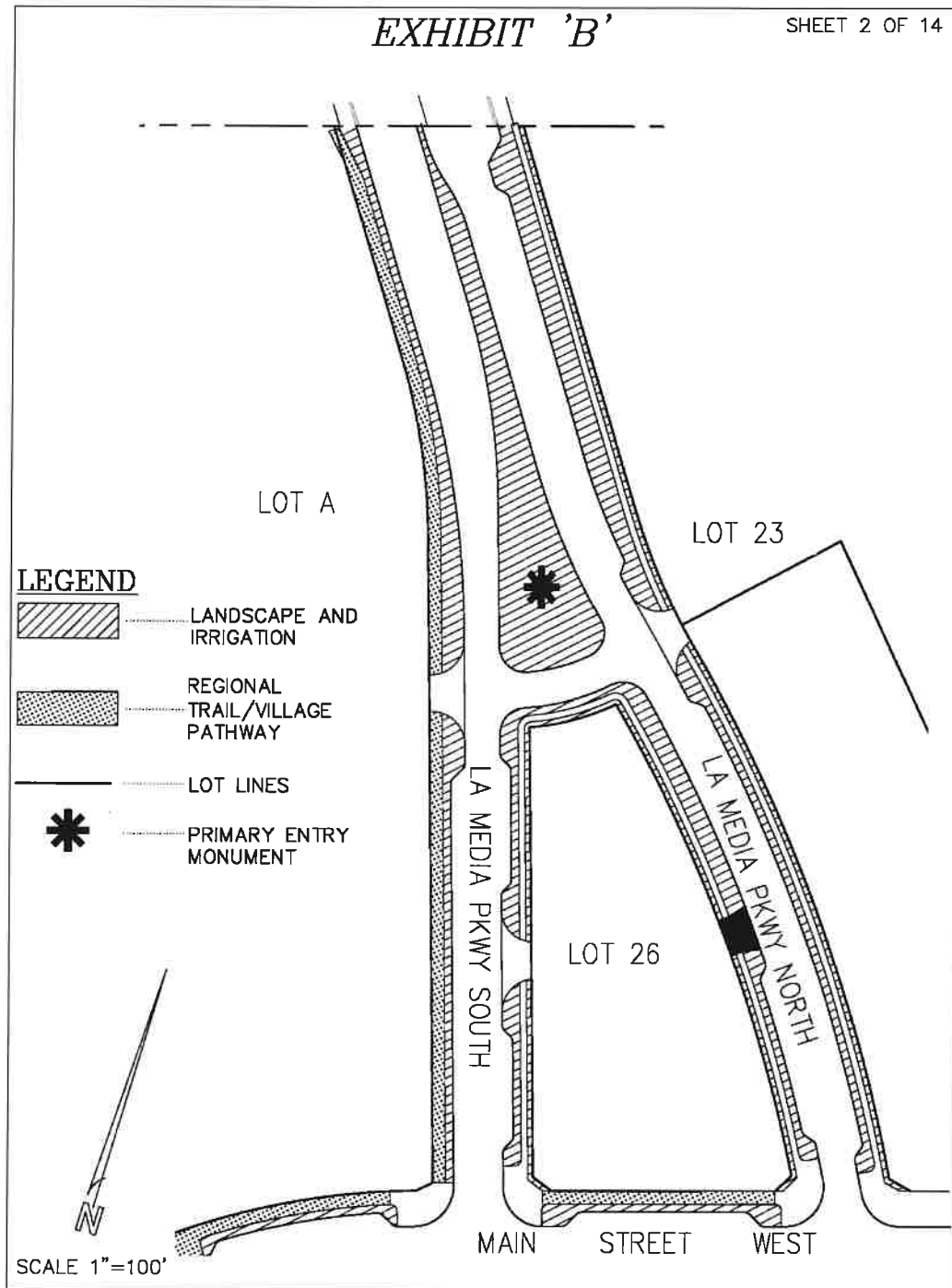
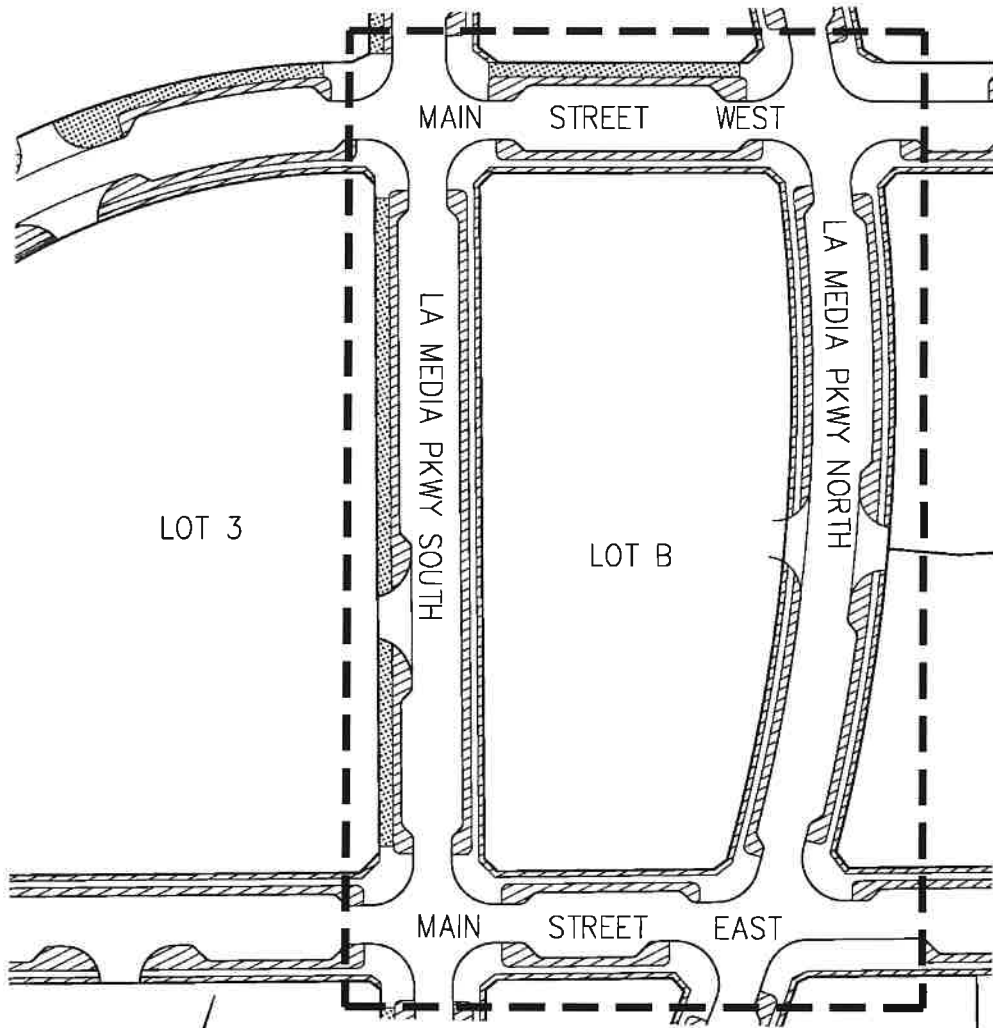


EXHIBIT "B"

EXHIBIT 'B'

SHEET 3 OF 14



LOT 3

LOT B

LA MEDIA PKWY SOUTH

LA MEDIA PKWY NORTH

MAIN STREET WEST

MAIN STREET EAST

**LEGEND**



LANDSCAPE AND IRRIGATION



REGIONAL TRAIL/VILLAGE PATHWAY



ENHANCED PAVEMENT MAINTENANCE (STREETS AROUND LOT B)



LOT LINES



SCALE 1"=100'

EXHIBIT 'B'

SHEET 4 OF 14

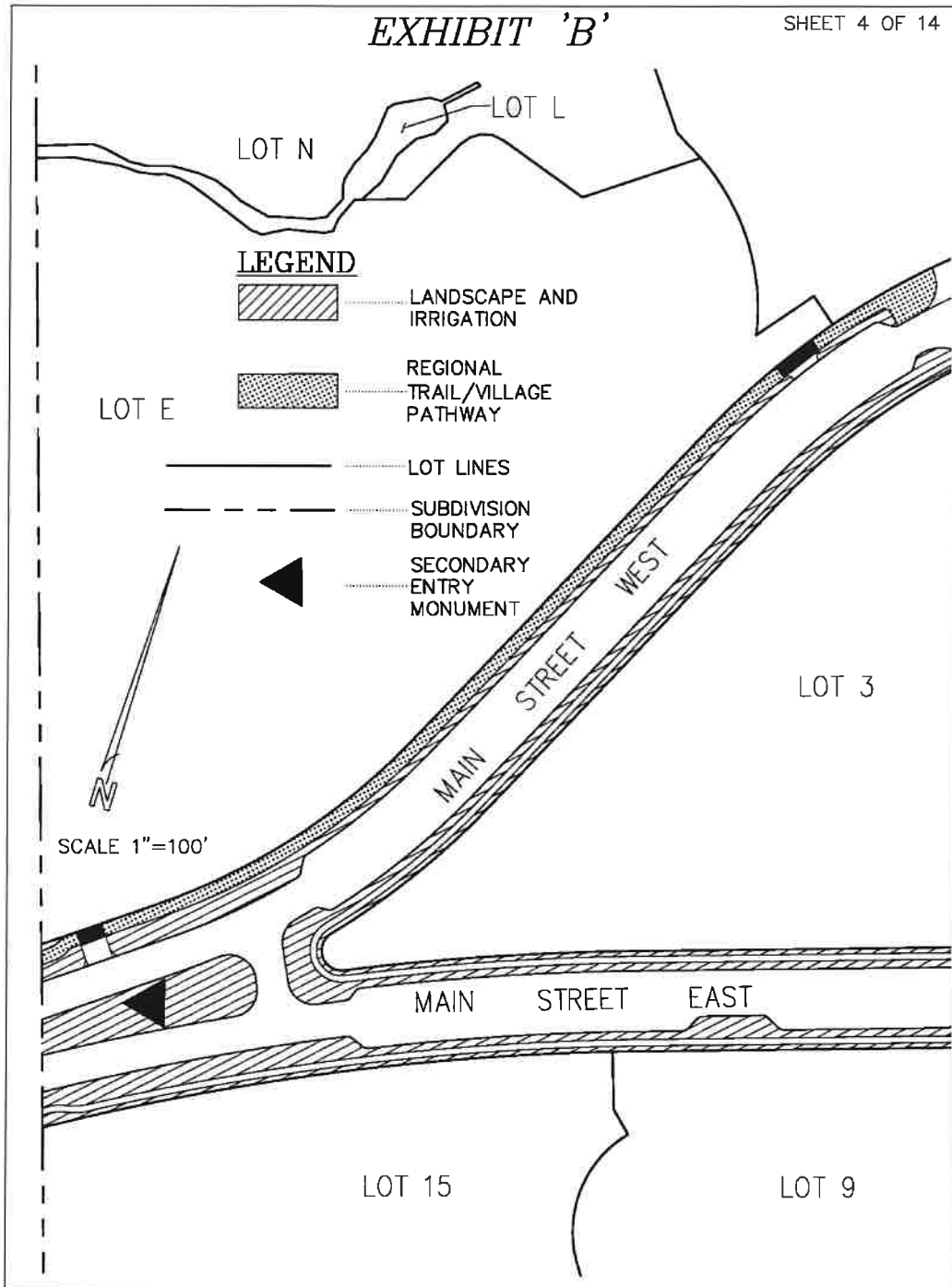


EXHIBIT "B"

*EXHIBIT 'B'*

SHEET 5 OF 14

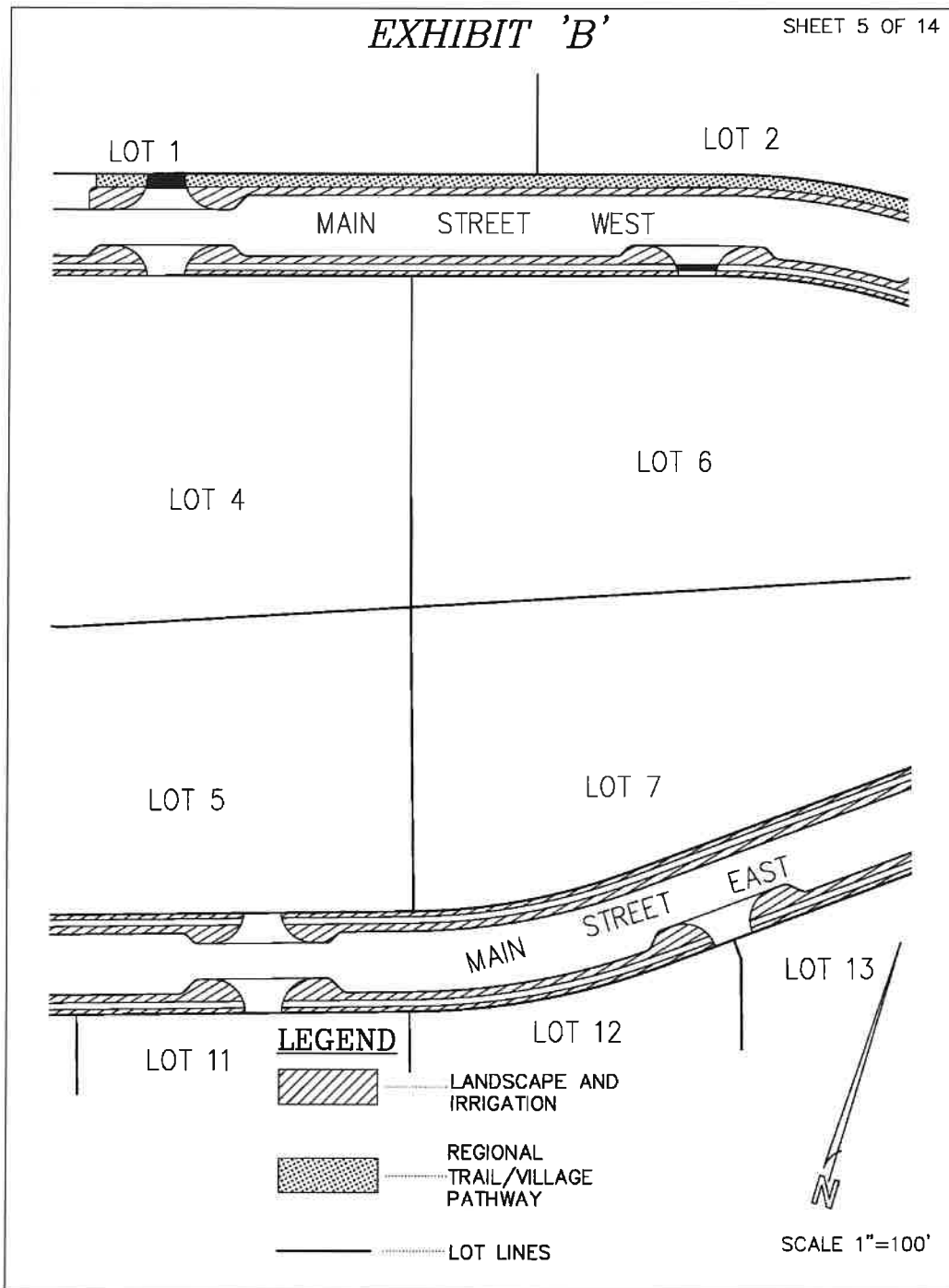


EXHIBIT "B"

EXHIBIT 'B'

SHEET 6 OF 14

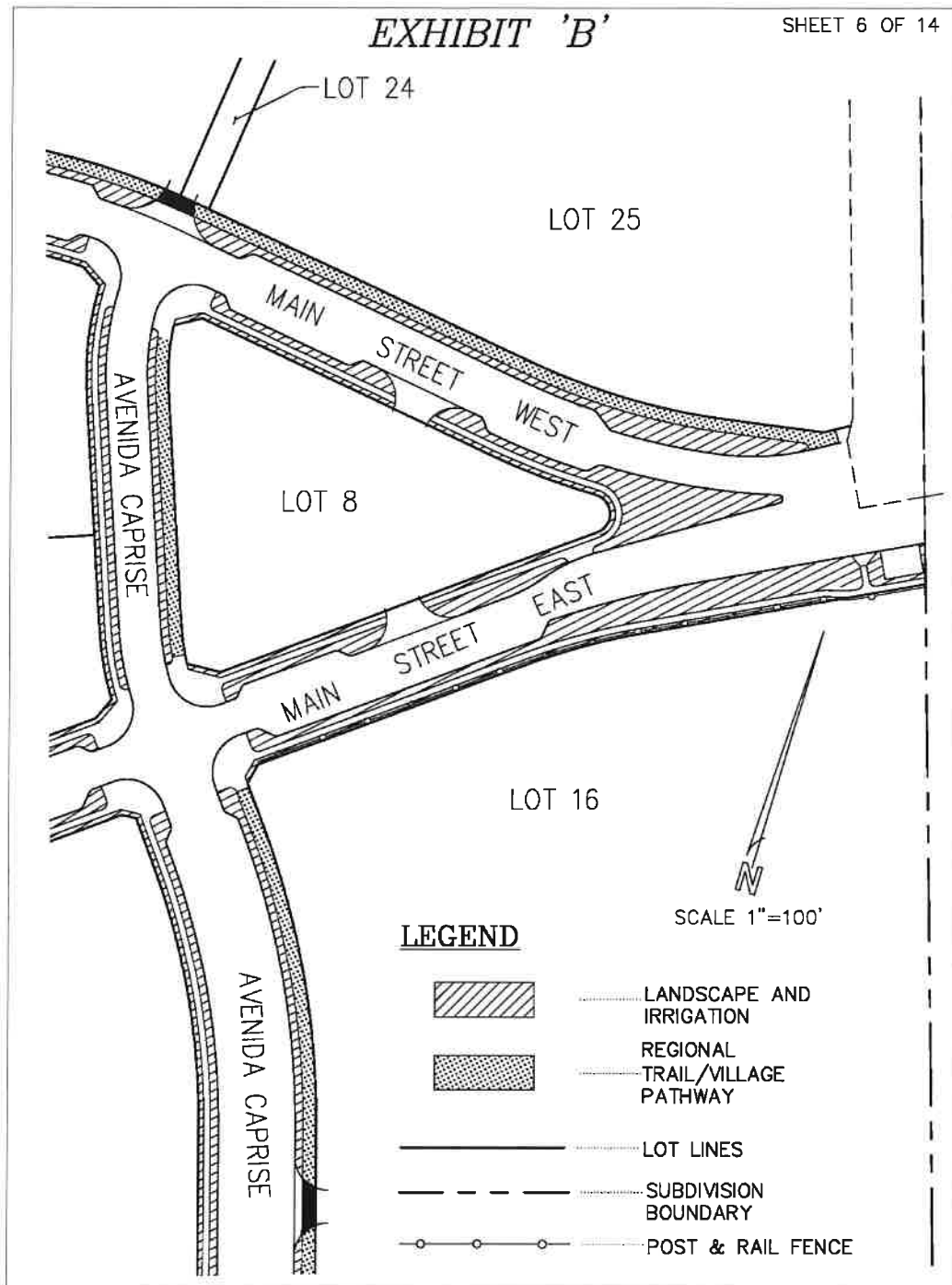
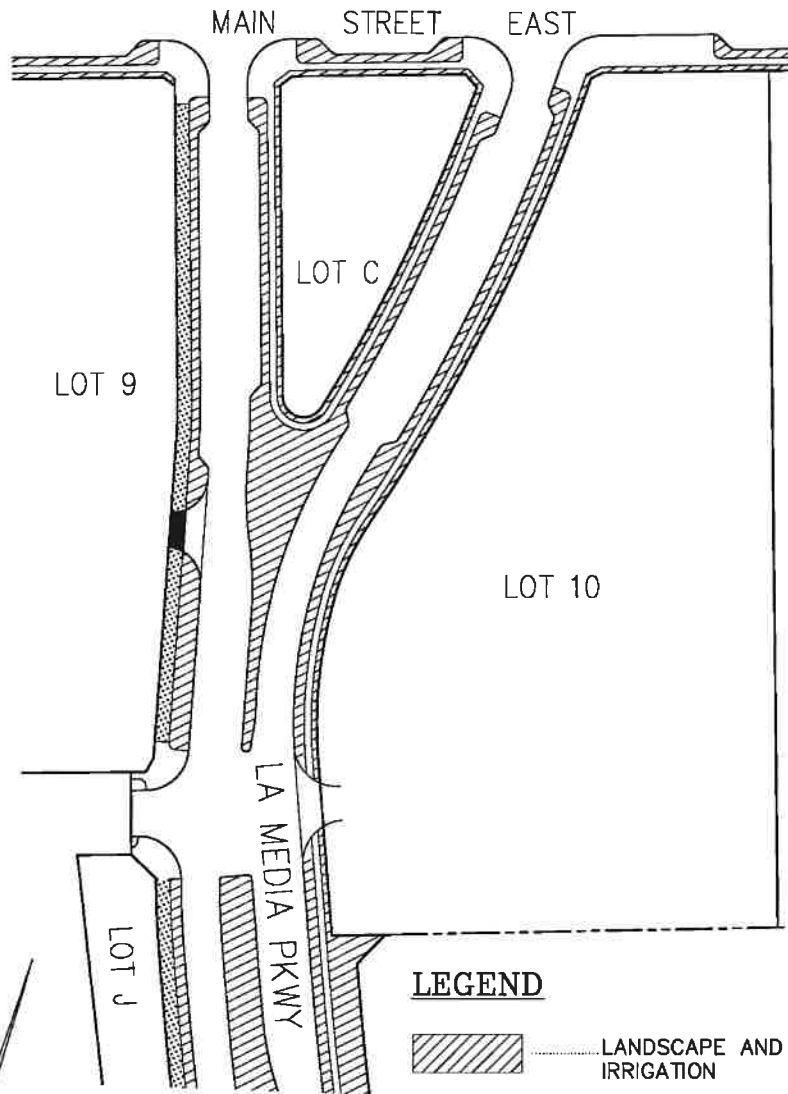






EXHIBIT "B"

**EXHIBIT 'B'**

SHEET 7 OF 14



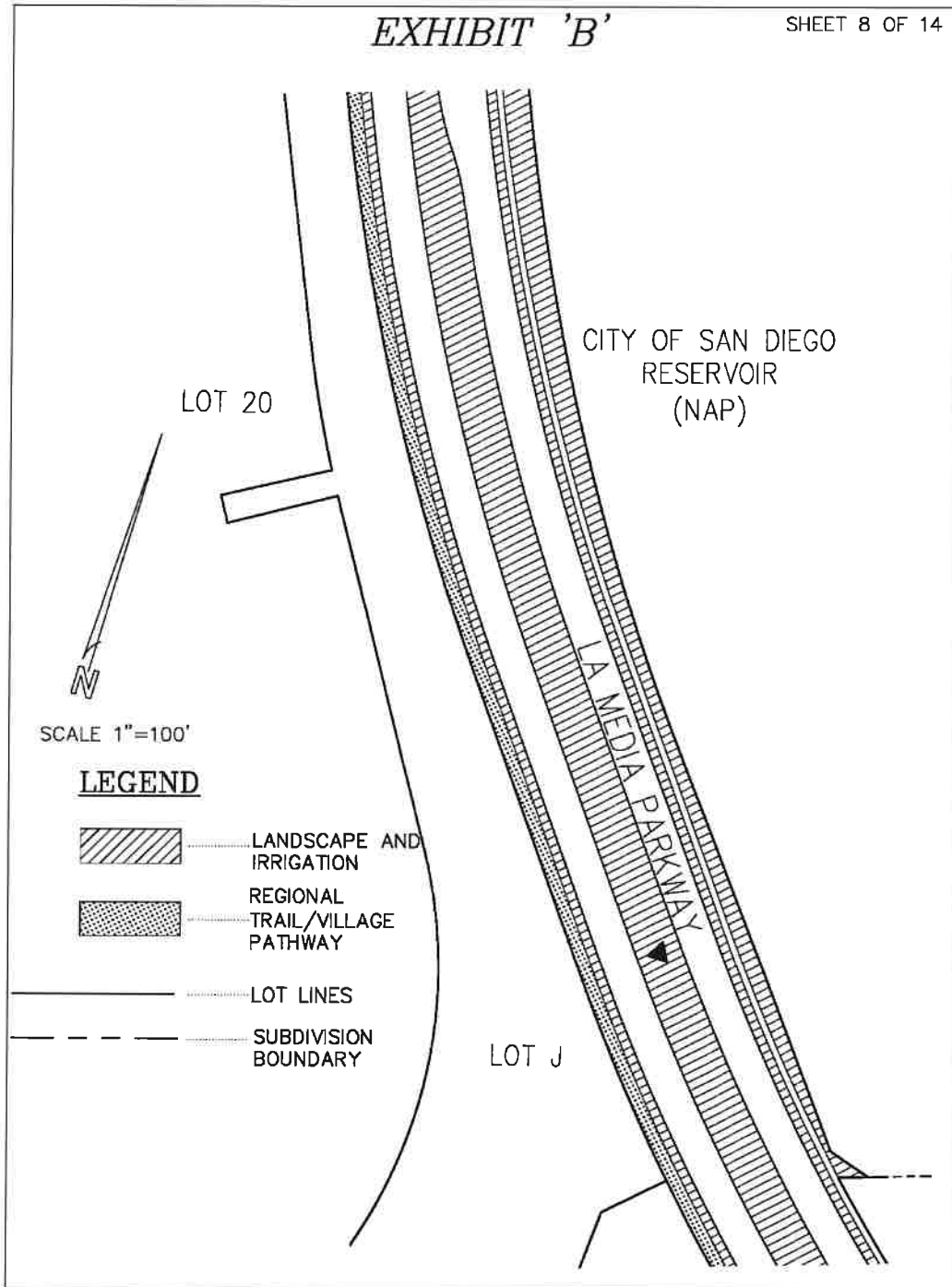
**LEGEND**

-  LANDSCAPE AND IRRIGATION
-  REGIONAL TRAIL/VILLAGE PATHWAY
-  LOT LINES
-  SUBDIVISION BOUNDARY

SCALE 1"=100'



EXHIBIT 'B'



*EXHIBIT 'B'*

SHEET 9 OF 14

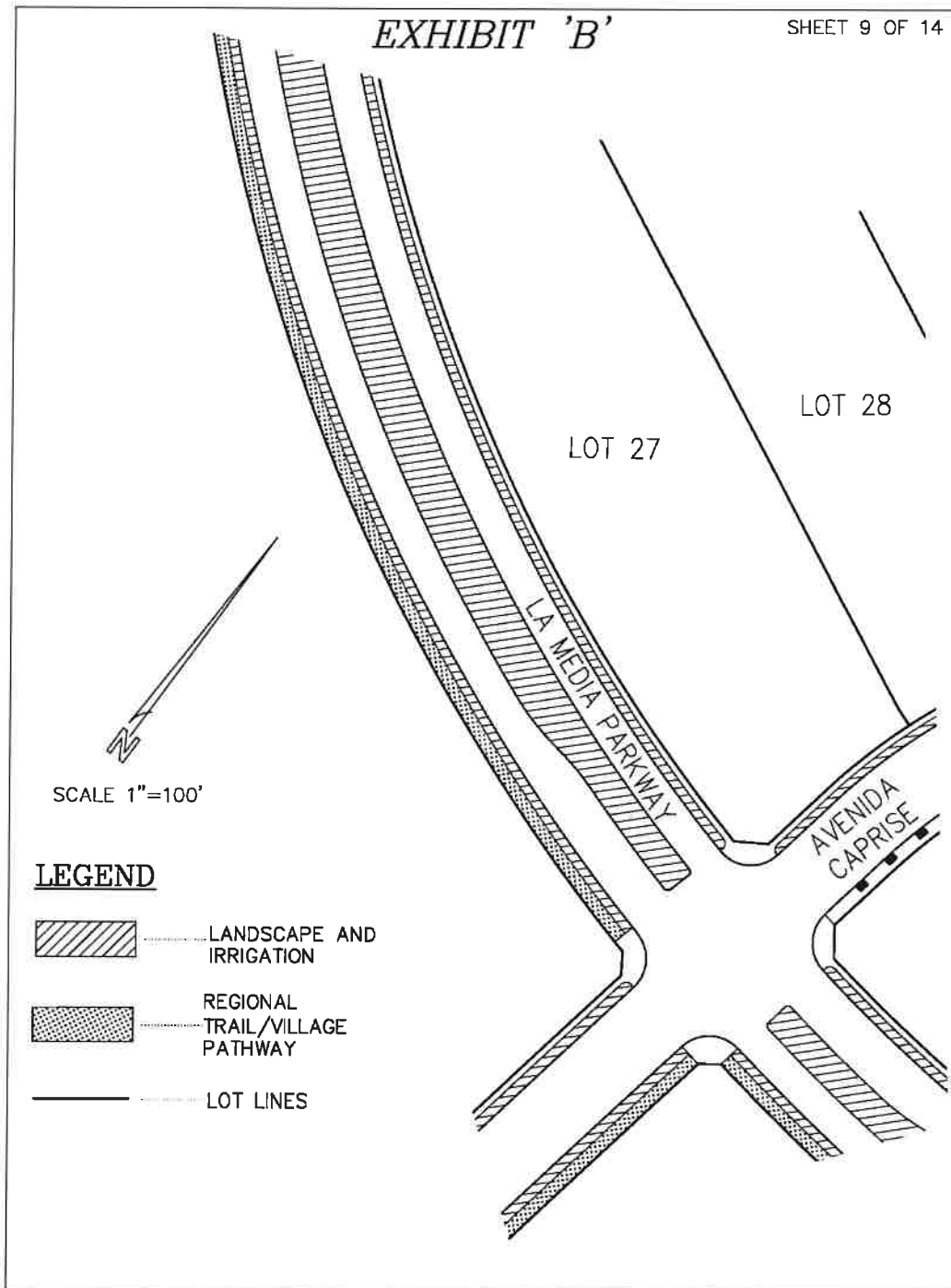


EXHIBIT "B"



EXHIBIT 'B'

SHEET 10 OF 14

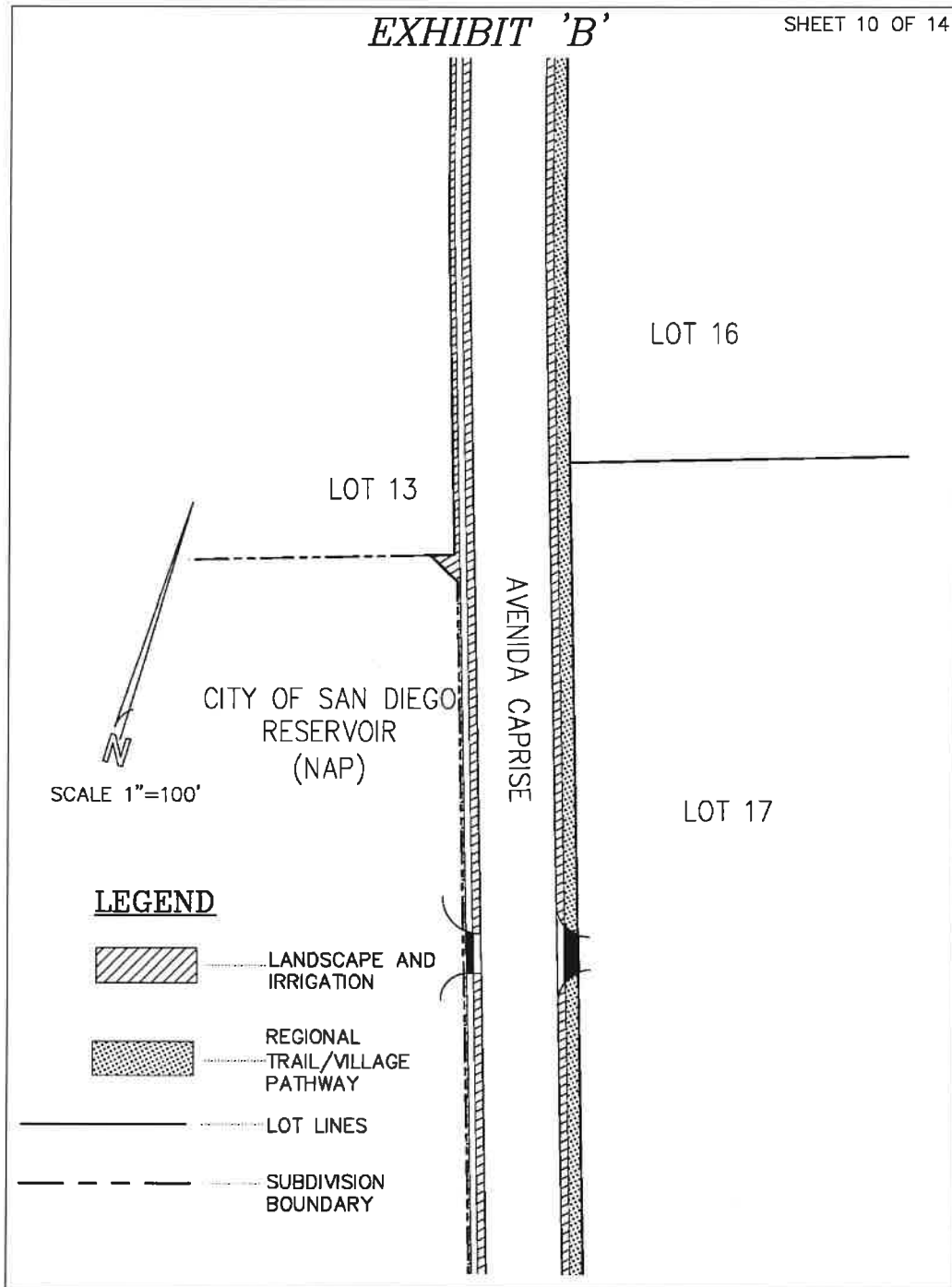


EXHIBIT 'B'

SHEET 12 OF 14

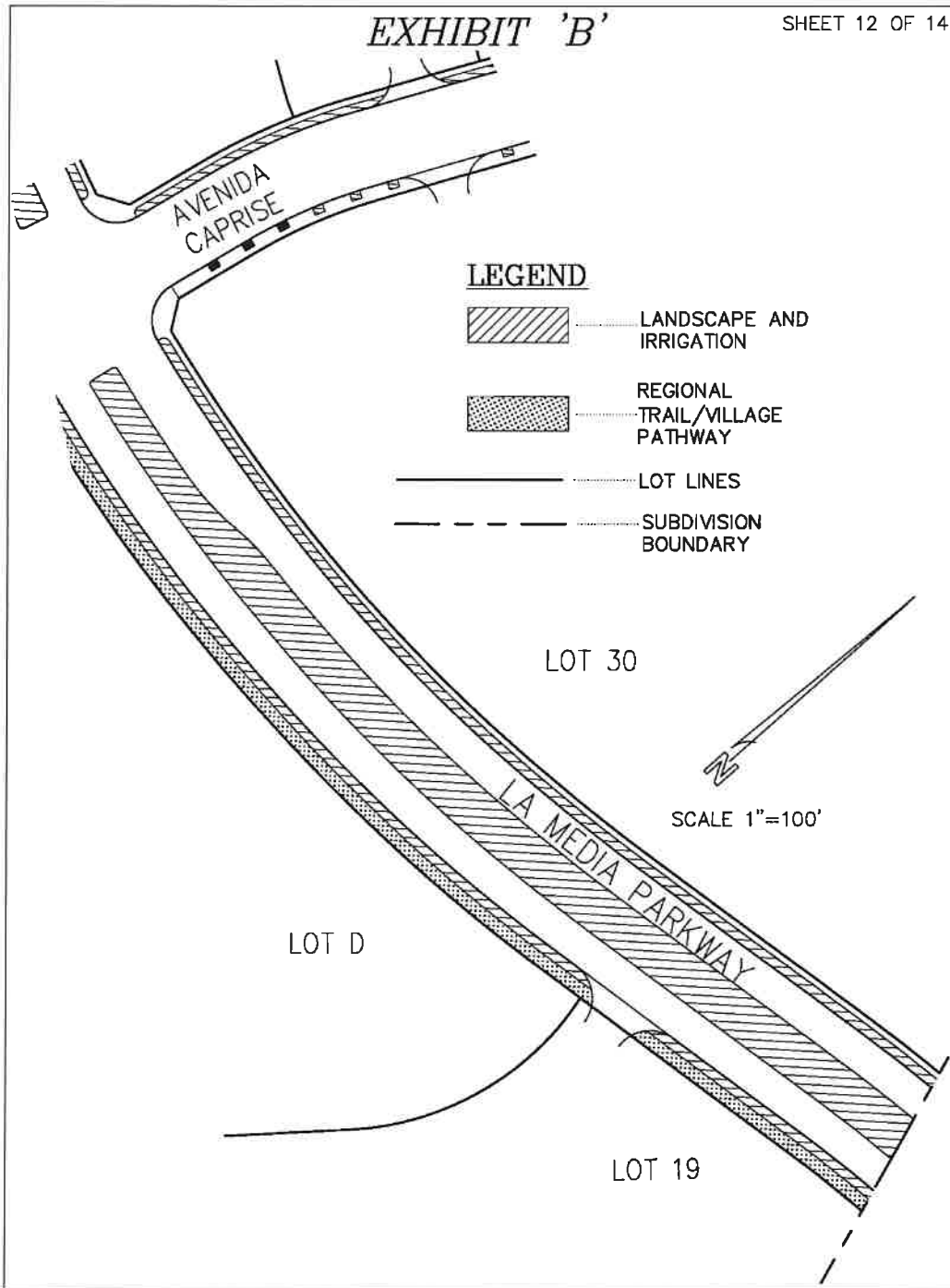


EXHIBIT "B"

*EXHIBIT 'B'*

SHEET 13 OF 14

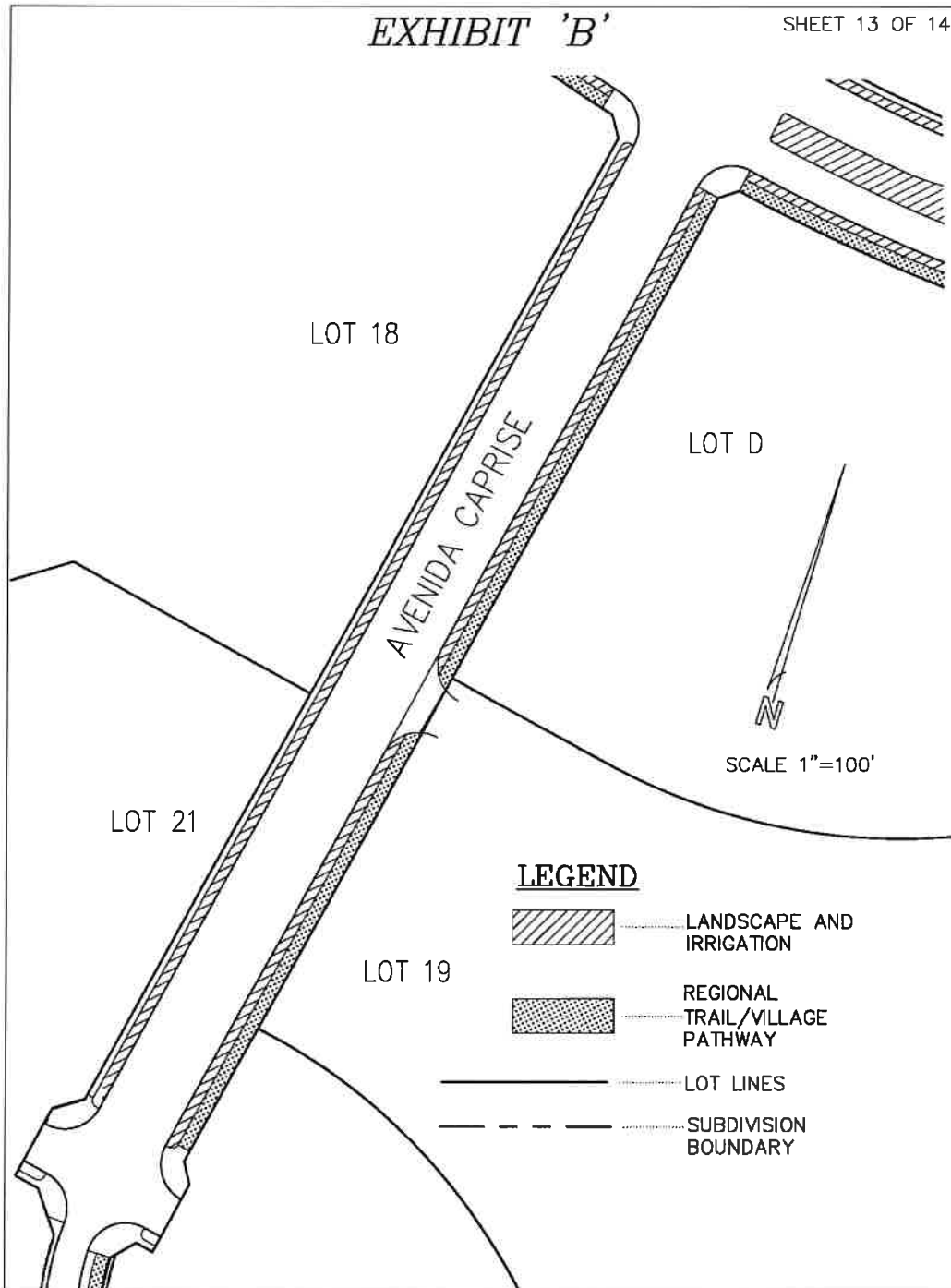


EXHIBIT "B"

**EXHIBIT 'B'**

SHEET 14 OF 14

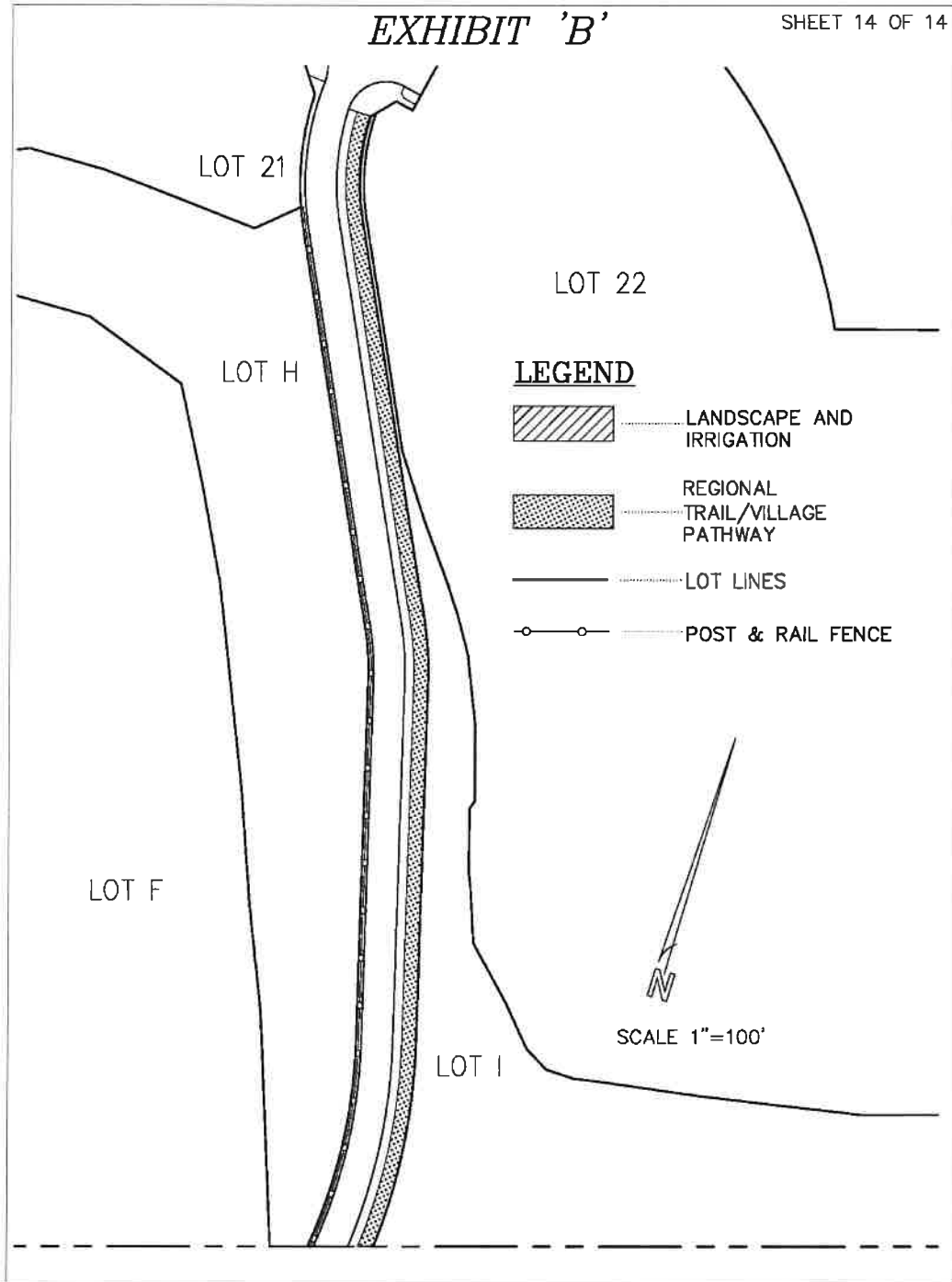


EXHIBIT "B"

**EXHIBIT "C"**

**Maintenance Responsibilities [See Attached]**

## *EXHIBIT 'C'*

### MAINTENANCE RESPONSIBILITIES

AREA	COMMUNITY ASSOCIATION MAINTENANCE	CITY OF CHULA VISTA MAINTENANCE
<p>COMMUNITY ASSOCIATION MAINTAINED PARKWAYS SHOWN ON EXHIBIT 'B'.</p>	<ol style="list-style-type: none"> <li>1. LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY:                             <ul style="list-style-type: none"> <li>• PARKWAYS</li> <li>• MEDIANS</li> <li>• LANDSCAPE BUFFERS</li> </ul> </li> <li>2. TRAIL PAVEMENT WITHIN THE PUBLIC-RIGHT-OF-WAY:                             <ul style="list-style-type: none"> <li>• VILLAGE PATHWAY</li> <li>• REGIONAL TRAIL</li> </ul> </li> <li>3. ENHANCED PAVEMENT WITHIN THE RIGHT-OF-WAY PER SHEET 3. PAVEMENT DESIGN AND LOCATION TO BE DETERMINED DURING FINAL DESIGN.</li> <li>4. ENTRY MONUMENTS</li> <li>5. FENCING</li> <li>6. DAMAGED, DISPLACED OR LIFTED SIDEWALK PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY DUE TO TREE ROOT INTRUSION</li> </ol> <p>NOTES:</p> <ul style="list-style-type: none"> <li>• LANDSCAPE MAINTENANCE INCLUDES IRRIGATION, TRIMMING AND TREE PRUNING</li> <li>• PARKWAYS MAY EITHER BE 6-FOOT BY 8-FOOT TREE PLANTERS OR CONTINUOUS 6-FOOT WIDE PARKWAYS. LOCATIONS TO BE DETERMINED DURING FINAL DESIGN</li> </ul>	<ol style="list-style-type: none"> <li>1. SIDEWALK/PAVEMENT WITHIN THE PUBLIC RIGHT-OF WAY:                             <ul style="list-style-type: none"> <li>• CURB</li> <li>• GUTTER</li> <li>• SIDEWALK</li> </ul> </li> </ol> <p>NOTES:</p> <ul style="list-style-type: none"> <li>• SIDEWALK WIDTHS MAY VARY BETWEEN 5- FEET AND 15- FEET DEPENDING ON IMPLEMENTATION OF THE ALTERNATIVE SIDEWALK CONDITION AND/OR 6-FOOT BY 8-FOOT TREE PLANTERS PER THE ADOPTED VILLAGE 8 WEST TENTATIVE MAP STREET CROSS SECTIONS</li> </ul>

## EXHIBIT "D"

### Insurance Requirements

Owner and all of its successors and assigns shall procure and maintain the following insurance coverages commencing no later than the date that the landscape architect of record has submitted a letter of substantial conformance pertaining to work being complete and thereafter for the duration of the Agreement against claims for injuries to persons or damages to property which may arise from or in connection with the performance or non-performance under the Agreement and the results of that performance or non-performance insurance.

**General Liability Insurance.** Owner shall obtain a commercial general liability insurance policy insuring Owner against liability incident to ownership or use of Property. The limits of such insurance shall not be less than Three Million Dollars (\$3,000,000.00) covering all claims for death, personal injury and property damages arising out of a single occurrence. The Aggregate Limit will not be less than two times the Combined BI/PD "per occurrence" Limit of Liability, or not less than \$6,000,000. The insurer issuing such insurance shall have rating by A.M. Best "A, Class V", or better with modified occurrences and as admitted by Best's Insurance Guide. Such insurance shall include the following additional provisions provided they are available on a commercially reasonable basis:

(a) The City of Chula Vista shall be named as a Liability Additional Insured to such insurance on a Primary basis, and Liability Additional Insured Endorsement shall not exclude products / completed operations hazard pursuant to the City's requirements for Owner to do so;

(b) The policy shall not contain a cross-suit exclusion clause which would abrogate coverage should litigation ensue between insureds; and

(c) The policy shall contain the following severability clause (or language which is substantially the same): "The coverage shall apply separately to each insured except with respect to the limits of liability".

These requirements may not be amended without the written consent of the City Attorney and the Director of Development Services.

Owner shall provide the City with a Certificate of Insurance and Liability Additional Insured Endorsement designating, "City of Chula Vista", upon procurement of the policy as set forth above.

**EXHIBIT "E"**

**DRAFT FORM OF ASSIGNMENT OF OBLIGATIONS UNDER  
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**[See Attached]**

**EXHIBIT "D"**



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

---

SPACE ABOVE FOR RECORDER'S USE ONLY

**ASSIGNMENT OF OBLIGATIONS UNDER  
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**CHULA VISTA TRACT NO. \_\_\_\_\_**

**PROJECT NAME**

**(DEDICATED**

**EASEMENTS)**

This ASSIGNMENT OF OBLIGATIONS UNDER GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT ("**Assignment**") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between OWNER NAME, a JURISDICTION/ENTITY TYPE ("**Assignor**"), and ASSOCIATION/SUBASSOCIATION NAME, a JURISDICTION/ENTITY TYPE ("**Assignee**"), with reference to the facts set forth below.

**RECITALS**

A. Assignor entered into that certain Grant of Easements, License and Maintenance Agreement with the City of Chula Vista, a Municipal Corporation ("**City**") recorded on DATE as Document No. INSERT in the San Diego County Recorder's Office ("**Agreement**").

B. Assignor, as "Declarant," recorded that certain Declaration of Covenants, Conditions and Restrictions dated DATE as Document No. INSERT in the San Diego County Recorder's Office ("**Community Declaration**"). Pursuant to the Community Declaration, Assignee owns or will own

certain real property within the master planned community commonly known as “INSERT”, including without limitation, that certain real property more particularly described on **Exhibit “A”** attached hereto and incorporated herein, which real property is subject to the Agreement and encumbered or to be encumbered by the Community Declaration as part of the “Community Association Property” described in the Community Declaration.

C. Pursuant to the Agreement and the Community Declaration, Assignee shall be responsible for the maintenance of certain public areas within **PROJECT** described in the Agreement as “Association Maintained Public Areas,” including without limitation the area shown on **Exhibit “B”** attached hereto and incorporated herein (“**Association Maintained Public Area**”).

D. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor’s obligations relating to the Association Maintained Public Area under the Agreement, as more particularly set forth in this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Effective Date.** This Assignment shall become effective as to each portion of the Association Maintained Public Areas as of the date of the first close of escrow on a separate interest in the phase in which the applicable portion of the Association Maintained Public Areas is turned over to Assignee for maintenance, in accordance with the phased budget approved by the California Department of Real Estate (“**Effective Date**”).

2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby assigns any and all of its obligations relating to the Association Maintained Public Area under the Agreement to Assignee pursuant to Section 3 or 4 of the Agreement. Assignee unconditionally accepts and assumes any and all of Assignor’s obligations relating to the Association Maintained Public Area under the Agreement arising after the Effective Date. The Agreement shall remain a covenant running with the land and Assignee expressly assumes the obligations of Assignor relating to the Association Maintained Public Area as of the Effective Date. Assignee agrees to cooperate with Assignor and the City as necessary for Assignor to obtain a release from the Agreement as to the Association Maintained Public Area, including, without limitation, executing any documents required by the City to evidence the release within ten (10) days after Assignor’s request therefore.

3. **Community Declaration Requirements.** Pursuant to Section 3 or 4 of the Agreement, Sections INSERT of the Community Declaration include the following requirements: (i) Assignee shall be responsible for the maintenance of the Association Maintained Public Areas as described in the Agreement, (ii) Assignee shall indemnify the City for all claims, demands, causes of action, liability or loss related to or arising from the maintenance activities by Assignee except to the extent caused by the negligence or misconduct of the City, and (iii) Assignee shall not seek to be released by the City from the maintenance obligations of the Agreement, without the prior consent of the City and one hundred percent (100%) of the holder of first mortgages or owners of Property subject to the Community Declaration.

4. **Insurance Requirements.** Pursuant to Section 3(a)(iii) or 4(a)(iii) of the Agreement, Assignee shall procure and maintain at its sole cost and expense, commencing no later than the City’s release of all of Assignor’s landscape maintenance bonds, a policy of liability insurance covering the Association Maintained Public Area which at least meets the requirements set forth in Section INSERT

of the Community Declaration.

**5. Indemnity.** Pursuant to Section 7 of the Agreement, Assignee shall indemnify, defend and hold City, its City Council, Commissions, officers, agents, employees, subcontractors and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Assignee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated by the Agreement, including, but not limited to, the use, maintenance, or repair of the Association Maintained Public Areas, save and except for liability or claims arising through the active negligence or willful misconduct of City. Assignee shall defend, at its expense, including attorneys' fees, City, its officers, agents, employees, subcontractors and independent contractors in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through the active negligence of willful misconduct of City.

**6. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

**7. Construction of Assignment.** The agreement contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Assignment.

**8. Governing Law.** This Assignment shall be governed by and construed under the laws of the State of California.

**9. Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Assignment shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Assignment shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

**10. Capitalized Terms.** Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**11. Binding on Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, executors, legal representatives, heirs and legatees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

Owner Name

jurisdiction/entity type

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

Association/Subassociation Name

jurisdiction/entity type

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

State of California )  
County of San Diego )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

## CITY CONSENT

Pursuant to Section 3(a)(i) or 4(a)(i) of the Agreement, the City Attorney hereby approves of the form and content of this Assignment and has confirmed that there have been no modifications to the required provisions of the recorded Community Declaration as described in Section 3 (a)(ii) or 4(a)(ii) of the Agreement.

APPROVED:

\_\_\_\_\_  
City Attorney