

**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*

ABOVE SPACE FOR RECORDER'S USE

CCV File No. OR-850F

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

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

**VILLAGE III**

**(DEDICATED EASEMENTS)**

THIS GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT ("**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF CHULA VISTA, a Municipal Corporation ("**City**"), and HomeFed Village III Master, LLC, a Delaware limited liability company ("**HomeFed Village III Master, LLC**").

**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 and incorporated herein ("**Property**"). The Property is part of the master planned community commonly known as Village III ("**Village III**"), being subject of the City Council Resolution No. 2014-233, 2014-234 and 2014-237 ("**City Resolution**"). For purposes of this Agreement, the term "Project" shall refer to the overall Village III property.

**B.** HomeFed Village III Master, LLC is the owner of the Property and the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Village III filed, or to be filed, in the County Recorder's Office of San Diego County, of the state of California ("**Community Declaration**"). The Community Declaration provides for the Village III Community Association, a California Nonprofit Mutual Benefit Corporation ("**Village III Association**") to maintain certain areas in the Community. Futhermore, one or more subassociations may be formed ("Subassociations") for particular areas within the Village III Community; the purposes of which would include the maintenance of certain amenities within the area over which the Subassociation has jurisdiction.

C. The Property as described on **Exhibit "A"** is, or will become, covered by certain final maps ("**Final Maps**").

D. In order for HomeFed Village III Master, LLC to obtain the Final Maps and for the City to have assurance that the maintenance of certain areas within the Village III Community would be provided for, the City and HomeFed Village III Master, LLC agreed that maintenance of such areas shall be accomplished by the creation of the Village III Association. The Parcels shown on **Exhibit "B"**, attached hereto, describe those particular areas which were dedicated to the public on one or more Final Maps, but which include landscaping, retaining walls, drainage and other improvements to be maintained by the Village III Association. The public areas to be maintained by the Village III Association are collectively referred to as "Village III Association Maintained Public Areas".

E. The City desires to grant to HomeFed Village III Master, LLC easements for maintenance purposes upon, over, and across the Village III Association Maintained Public Areas as shown on **Exhibit "B"**, in order to facilitate the performance by HomeFed Village III Master, LLC of the obligations as set forth in the City Resolutions and other community 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 HomeFed Village III Master, LLC and its agents, successors, and assigns, non-exclusive easements and right-of-way over and across the City owned property described on **Exhibit "B"** for the purpose of maintaining, repairing, and replacing landscaping, the geogrid plantable retaining wall and other improvements located thereon as described on **Exhibit "C"**. Such areas are referred to collectively herein as Village III Association Maintained Public Areas. The grants are made without any warranties of any kind, express or implied, other than the warranty stated in **Section 14(f)** below.

2. **Maintenance Obligations.**

(a) **HomeFed Village III Master, LLC to Initially Maintain.** HomeFed Village III Master, LLC hereby covenants and agrees, at its sole cost and expense, to maintain, repair, and replace, or cause to be maintained, repaired, or replaced, those improvements within the Village III Maintained Public Areas which are described on **Exhibit "C"** attached hereto, 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"** hereto and shall also include repair and replacement at no cost to the City of any City-owned property that is damaged as a result of the activity of HomeFed Village III Master, LLC, or the Village III Association or any other Transferee (as described below) during the performance of the maintenance responsibilities pursuant to this Agreement. **Exhibit "C"** also refers to the maintenance responsibilities of the City which the City shall perform.

(b) **Transfer to Village III Association or Other Transfers.** Upon HomeFed Village III Master, LLC's transfer of maintenance obligations to the Village III Association, (i) the Village III Association shall become obligated to perform the obligations so transferred, and (ii) subject to the City determining that the requirements of **Section 3** below have been satisfied, HomeFed Village III Master, LLC shall be released from such obligation. Transfer of maintenance obligations to the Village III Association may be phased (that is, there may be multiple transfers). HomeFed Village III Master, LLC represents to City that it intends to, and has the authority to, unilaterally transfer all or some of the maintenance obligations to the Village III Association and that such transfer has been provided for in the Community Declaration. Alternatively, HomeFed Village III Master, LLC shall have the right to unilaterally transfer all or some of the obligations hereunder to any other person or entity who acquires all or a portion of HomeFed Village III Master, LLC's interest in the Village III community as provided in **Section 9**. Upon any such transfer by HomeFed Village III Master, LLC to a transferee, HomeFed Village III Master, LLC shall be released from any future obligations arising after the transfer and the assignee shall assume the obligations arising after the date of the transfer. The entity or person to whom the obligations hereunder have been transferred is referred to herein as the "**Transferee.**"

(c) **Transfer by Village III Association.** The Village III Association shall have the right to transfer Maintenance obligations to a Subassociation or to the owner of an apartment project ("**Transferee**"). Upon the Village III Association's transfer of Maintenance obligations to a Transferee, (i) the Transferee shall become obligated to perform the obligation so transferred, (ii) the Village III Association shall retain the right to perform the Maintenance should the Transferee fail to do so, and (iii) the Village III Association shall be released from the obligations so transferred subject to the City determining that the requirements of Paragraph 4 below have been satisfied.

### **3. Assignment and Release of HomeFed Village III Master, LLC.**

(a) **Assignment.** Upon HomeFed Village III Master, LLC's transfer of the Maintenance obligations to the Village III Association, it is intended by the parties that the Village III Association shall perform the Maintenance obligations either itself or by contractors. Such transfer to the Village III Association will release HomeFed Village III Master, LLC from its obligations only if all of the following occur:

(i) **Village III Association Accepts Obligation.** The Village III Association has unconditionally accepted and assumed all of HomeFed Village III Master, LLC's obligations under this Agreement in writing arising 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 assignee expressly assumes the obligations of HomeFed Village III Master, LLC under this Agreement arising after the date of the assignment. The assignment shall also have been approved by the appropriate governing body of the Village III Association by resolution or similar procedural method and approved as to form and content by the City Attorney. The City shall not unreasonably withhold or delay its consent to such assignment.

(ii) **Village III Association's Community Declaration.** The City has confirmed that there have been no modifications to the recorded Community Declaration

previously approved by the City, to any of the following provisions: the Village III Association shall be responsible for the maintenance of the Village III Association Maintained Public Areas, the Village III Association shall indemnify City for all claims, demands, causes of action, liability or loss related to or arising from the maintenance activities by the Village III Association except to the extent caused by the negligence or misconduct of the City, and the Village III Association shall not seek to be released by City from the maintenance obligations of this Agreement, without the prior consent of City and one hundred percent (100%) of the holders of first mortgages or owners of the Property.

(iii) Village III Association Insurance. The Village III Association procures and formally resolves to maintain at its sole cost and expense, commencing no later than the City's release of all of HomeFed Village III Master, LLC's landscape maintenance bonds, a policy of public liability insurance which at least meets the requirements of **Section 10.1** of the Community Declaration which reads as follows:

(b) General Liability Insurance. The Village III Association shall obtain a comprehensive general liability and property damage insurance policy insuring the Village III Association and the Owners against liability incident to ownership or use of the Village III Association 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 damage 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 of "A, Class V" or better with no 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:

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

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

(iii) 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.

**Section 10.1** of the Community Declaration and this **Section 3** may not be amended without the written consent of the City Attorney and Development Services Director.

The Village III Association 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.

(c) Release. When all conditions precedent in **Section 3(a)** are fulfilled, HomeFed Village III Master, LLC shall be released from its obligations under this Agreement, including its security and insurance requirements. HomeFed Village III Master,

LLC 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 such transfer, HomeFed Village III Master shall give a notice to the City of HomeFed Village III Master, LLC's intent to transfer its Maintenance obligations herein and provide the City with the appropriate documents listed in **Section 3(a)**. The City acknowledges that HomeFed Village III Master, LLC may transfer its obligations in phases and in such case, HomeFed Village III Master, LLC shall be released as to the obligations so transferred.

**4. Assignment and Release of Village III Association.**

(a) **Assignment.** Upon Village III Association's transfer of the Maintenance obligations to a Transferee, it is intended by the parties that the Transferee shall perform the Maintenance obligations either itself or by contractors. Such transfer will release Village III Association from its obligations only if all of the following occur:

(i) **Transferee Accents Obligation.** The Transferee has unconditionally accepted and assumed all of Village III 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 Village III Association under this Agreement. If the Transferee 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 City shall not unreasonably withhold its consent to such assignment.

(ii) **Subassociation's Declaration of Restrictions.** If the Transferee 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) **Subassociation Insurance.** The Transferee procures and formally resolves to Maintain at its sole cost and expense, a policy of public liability insurance which meets the requirements set forth in **Paragraph 3(a)(iii)** above. The Subassociation shall provide the City with a Certificate of Insurance upon acceptance of the transfer of the Maintenance obligations herein.

(b) **Release.** When all conditions precedent in **Paragraph 4(a)** are fulfilled, the Village III 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, Village III Association shall give notice to the City of Village III Association's intent to transfer its Maintenance obligations herein and provide the City with the appropriate documents listed in **Paragraph 4(a)**.

**5. HomeFed Village III Master, LLC's Insurance.** Until such time as the Village III Association has obtained the general liability insurance required under the Community Declaration, HomeFed Village III Master, LLC agrees to procure and formally resolves to maintain at its sole expense, commencing no later than the date that the landscape architect of record has submitted a letter of substantial conformance pertaining to work being

completed to the Development Services Director, or his designee, has deemed the work complete and satisfactory, a policy of public liability insurance that would include, but is not limited to the following:

(a) **General Liability Insurance.** HomeFed Village III Master, LLC shall obtain a comprehensive general liability and property damage insurance policy insuring HomeFed Village III Master, LLC 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:

(i) 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 HomeFed Village III Master, LLC to do so;

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

(iii) 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".

This **Section 5** may not be amended without the written consent of the City Attorney and Development Services Director.

HomeFed Village III Master, LLC 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.

**6. Indemnity.** HomeFed Village III Master, LLC shall indemnify, defend and hold City, its officers, agents, employees, subcontractors and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of HomeFed Village III Master, LLC, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (HomeFed Village III Master, LLC'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 Village III Association Maintained Public Areas, save and except for liability or claims arising through the active negligence or willful misconduct of City. HomeFed Village III Master, LLC 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.

7. **Indemnity of Transferee.** The document whereby HomeFed Village III Master, LLC transfers a Maintenance obligation to a Transferee shall be signed by both HomeFed Village III Master, LLC and the Transferee and shall set forth an express assumption of Maintenance and other obligations hereunder and shall include the following indemnification provision:

**Indemnity.** Transferee shall indemnify, defend and hold City, its officers, agents, employees, subcontractors and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Transferee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Transferee'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 Village III Association Maintained Public Areas, save and except for liability or claims arising through the active negligence or willful misconduct of City. Transferee 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 or willful misconduct of City. Notwithstanding the foregoing, Transferee shall not have any liability under this paragraph by reason of another party's failure to maintain. It is specifically intended that the City shall have the right to enforce this paragraph. This paragraph may not be amended without the written consent of the City Attorney and the Director of Development Services.

8. **Agreement Binding Upon any Successive Parties.** This Agreement shall be binding upon HomeFed Village III Master, LLC and any successive Declarant under the Community Declaration. This Agreement shall be binding upon the Village III Association and any Transferees upon transfer of Maintenance obligations to the Village III Association or Transferee, respectively. This Agreement shall inure to the benefit of the successors, assigns and interests of the parties as to any or all of the Property.

9. **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 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.

10. **Assignment.** HomeFed Village III Master, LLC shall have the right to assign its rights and delegate some or all of its obligations under this Agreement, but only to

another master developer it so identifies to City who agrees in writing to fulfill HomeFed Village III Master, LLC's role with regard thereto. City retains the right to consent or not consent to such change, but City's consent shall not be unreasonably withheld and shall be limited to confirming the financial resources of the successor necessary to fulfill its role under this Agreement.

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

**12. Effective Date.** The terms and conditions of this Agreement shall be effective as of the date this Agreement is recorded in the Office of the County Recorder of the San Diego County.

**13. 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.

**14. 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.

**15. 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

**HomeFed Village III Master, LLC:**

1903 Wright Place, Ste. 220  
Carlsbad, California 92008  
Attn: Mr. 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, HomeFed Village III Master, LLC, 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.

(i) **Approvals.** When any approvals or corrections are requested to be obtained from the City hereunder, the failure of the City to deliver notice of disapproval of any such request meeting all the provisions of this agreement as determined by the City Manager within one hundred eighty (180) days after receipt of notice of such request to the City Attorney and Development Services Director shall constitute approve thereof.

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

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

**CHULA VISTA TRACT NO. 09-03  
OTAY RANCH VILLAGE III (EASTERN URBAN CENTER)**

**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 Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

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

**CHULA VISTA TRACT NO. 09-03  
OTAY RANCH VILLAGE III (EASTERN URBAN CENTER)**

**DEVELOPER:**

HomeFed Village III Master, LLC, a Delaware limited liability company

By: HomeFed Village III, LLC, a Delaware limited liability company, Its Managing Member

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

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

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

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 \_\_\_\_\_

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 \_\_\_\_\_

**Attachments:**

Exhibit "A": Legal Description of Property

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

Exhibit "C": Maintenance Responsibilities

**EXHIBIT "A"**

**Legal Description of Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 21214, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 29, 2015 AS INSTRUMENT NO. 2015-7000022 OF OFFICIAL RECORDS.

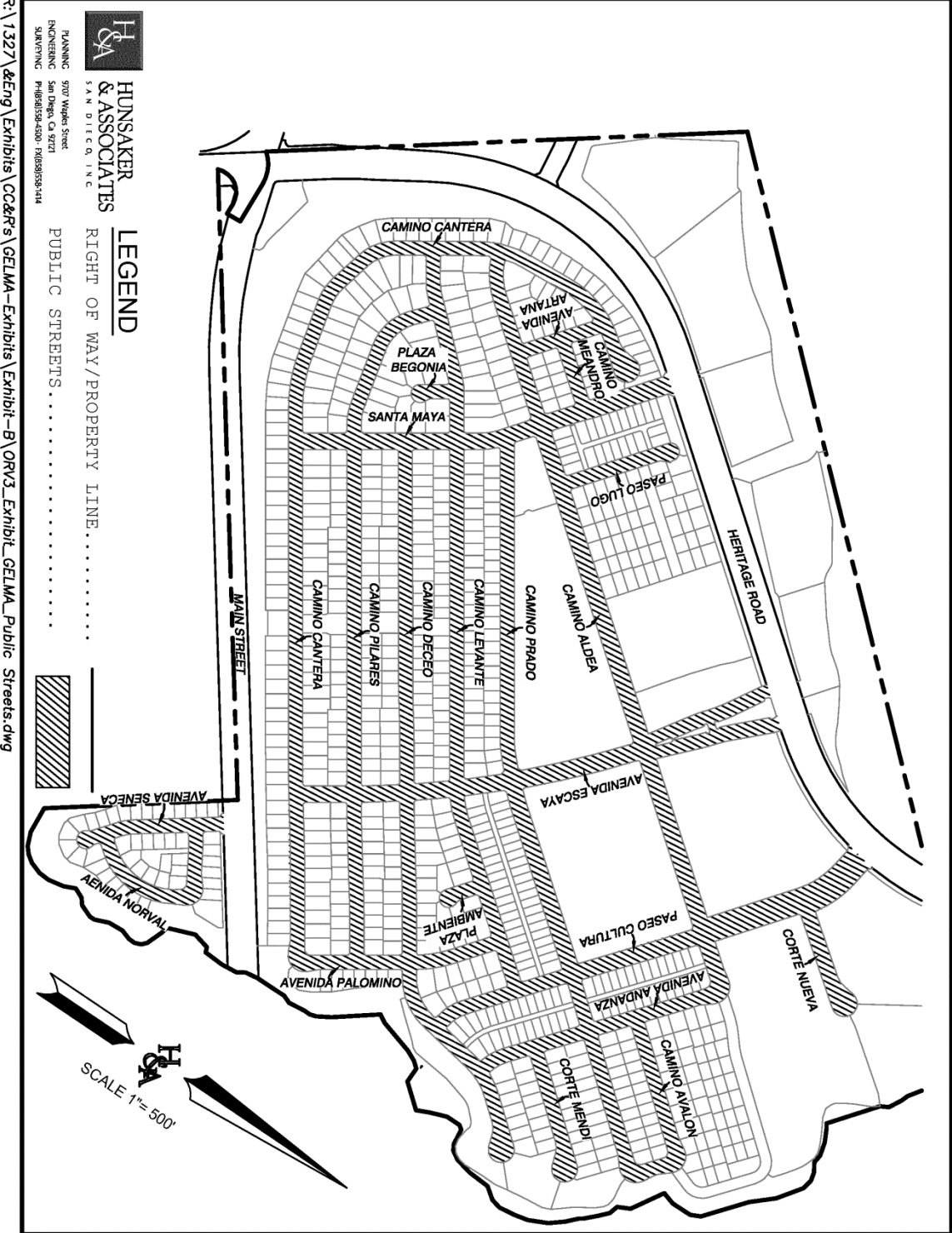
**END OF LEGAL DESCRIPTION**

**EXHIBIT "B"**

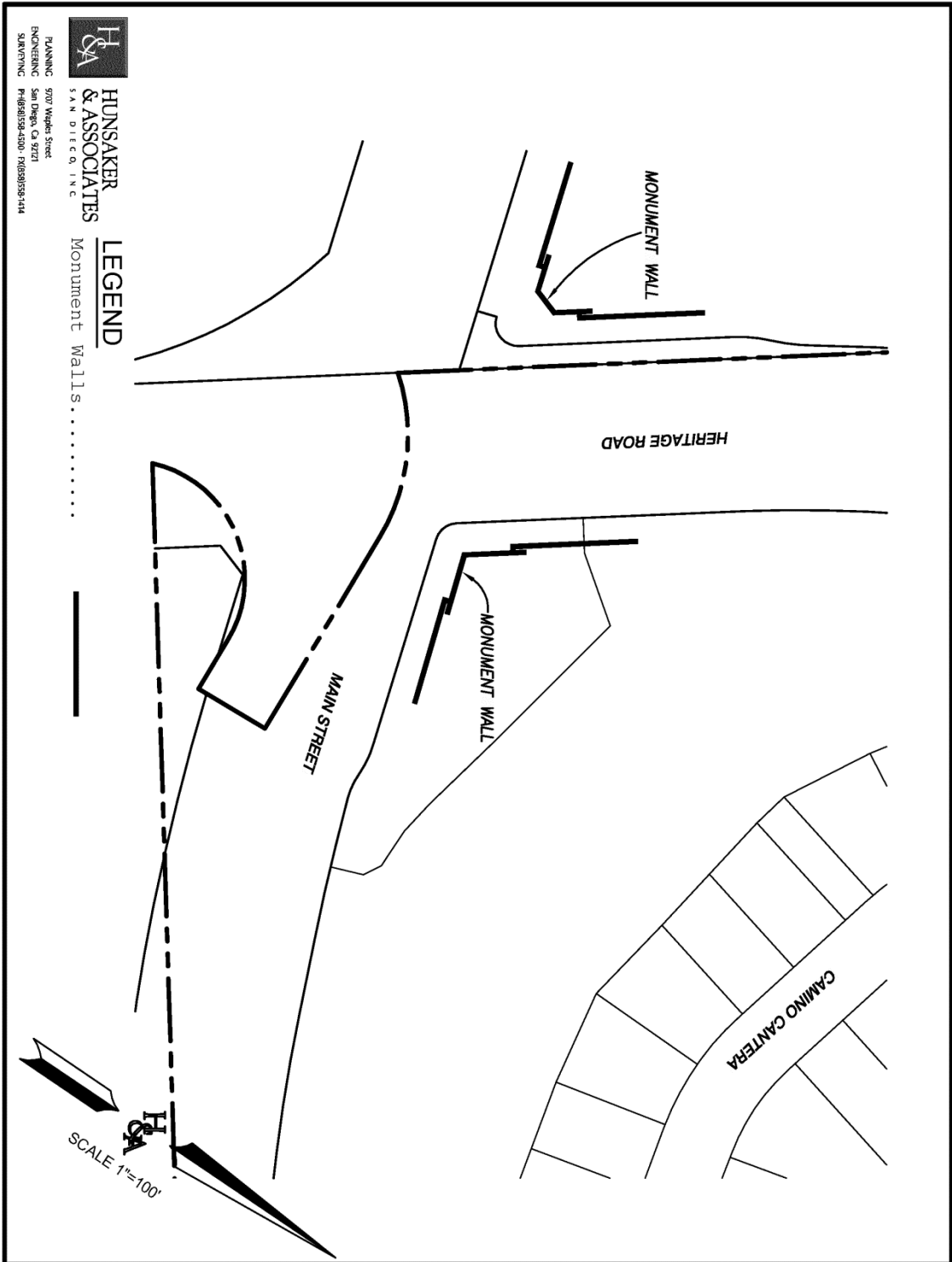
**Plat Showing Public Area to be Maintained**

**[See Attached]**

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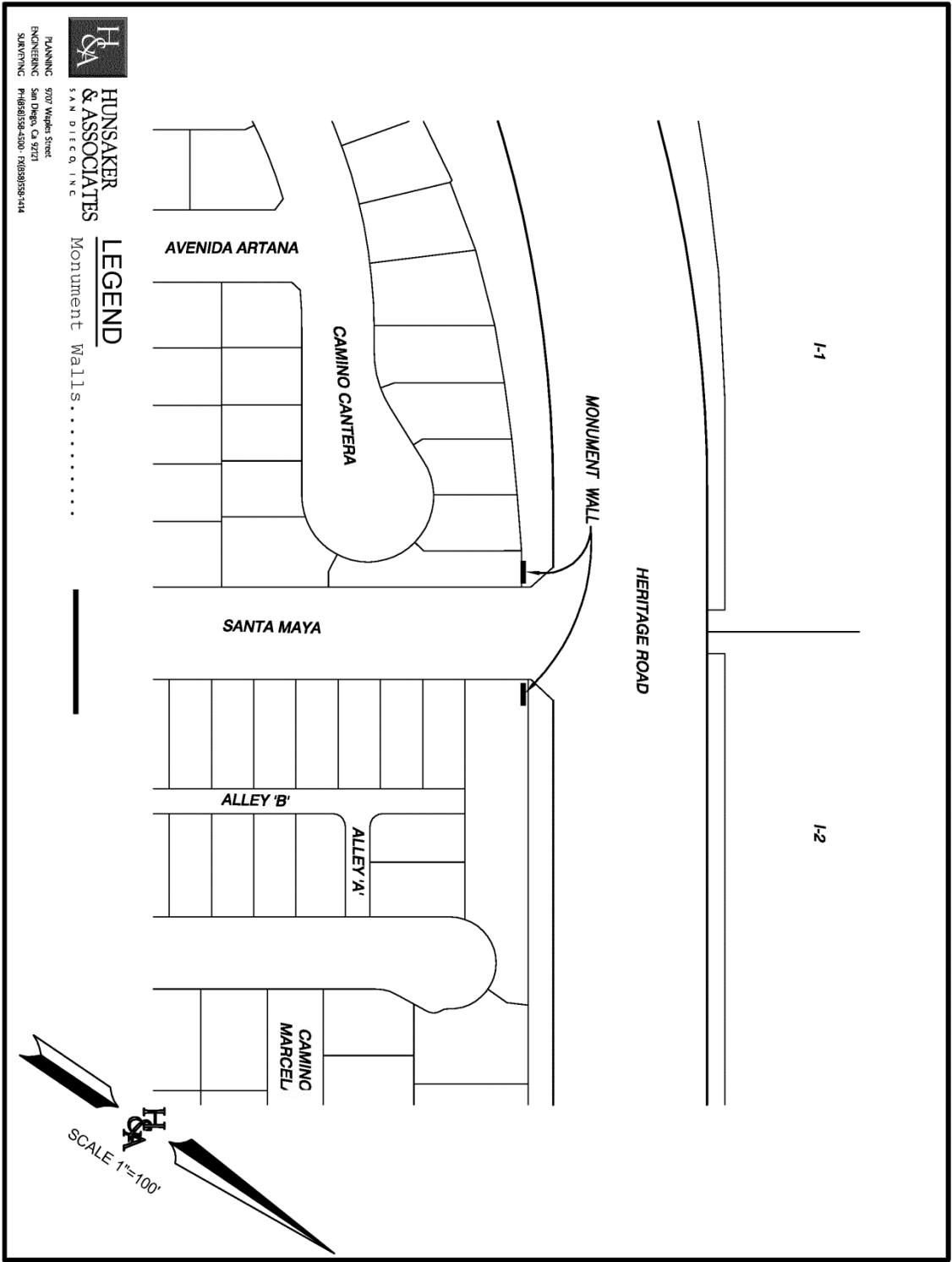


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**H&SA**  
**HUNSAKER & ASSOCIATES**  
 SAN DIEGO, INC.

**LEGEND**  
 Monument Walls.....

PLANNING 9707 Wabash Street  
 ENGINEERING San Diego, CA 92121  
 SURVEYING PH(619)594-5500, FX(619)594-414



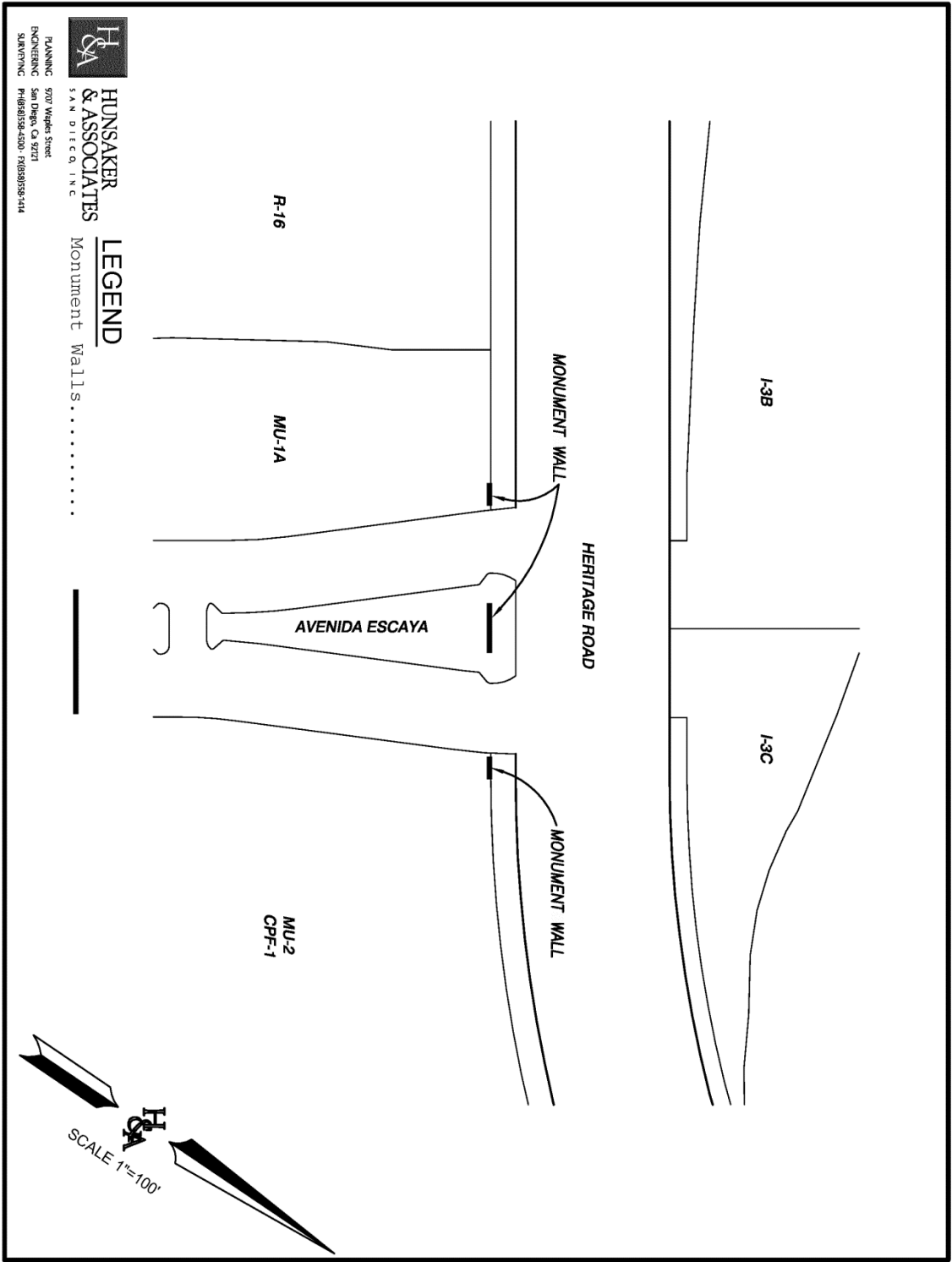
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**H&SA**  
**HUNSAKER & ASSOCIATES**  
 SAN DIEGO, INC.

**LEGEND**  
 Monument Walls.....



**H&SA**  
 SCALE 1"=100'

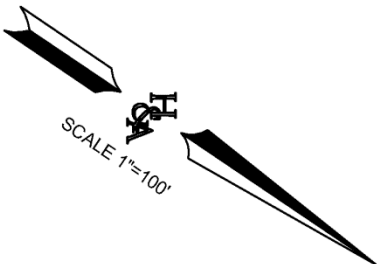


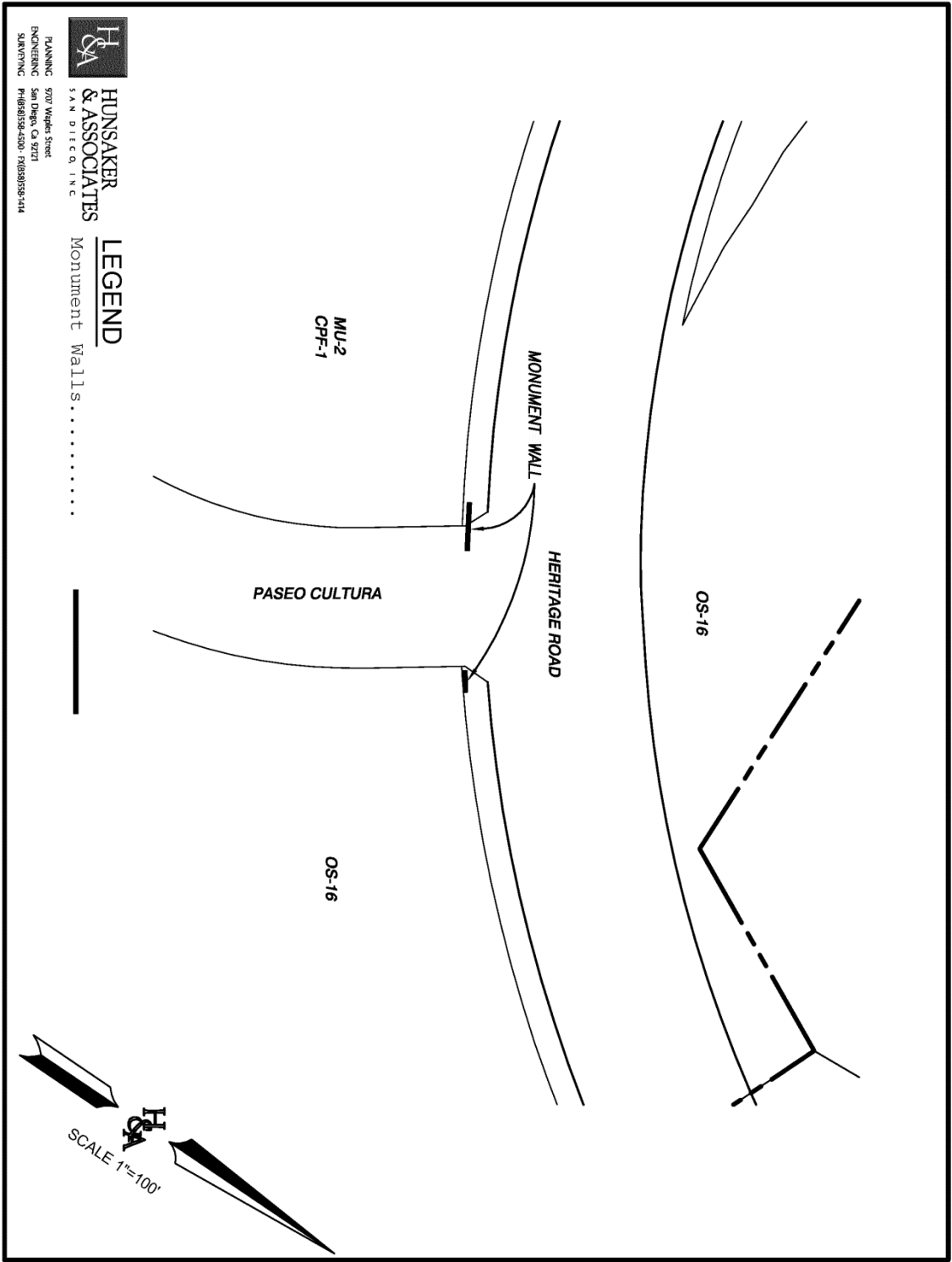
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PLANNING 9707 Wabash Street  
 ENGINEERING San Diego, CA 92121  
 SURVEYING PH(619)594-5500, FX(619)594-4144

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

**LEGEND**  
 Monument Walls.....



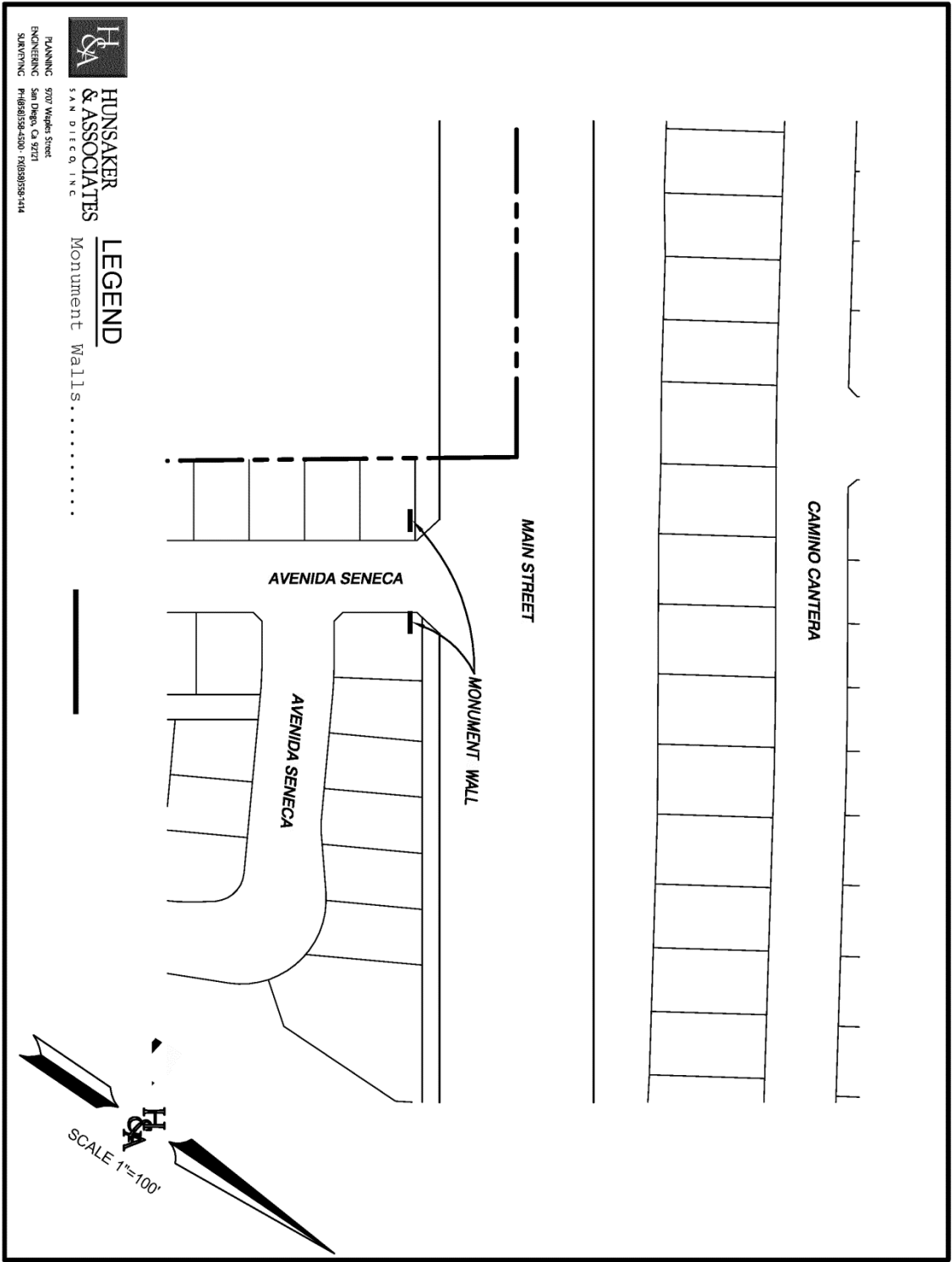


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**H&SA**  
**HUNSAKER & ASSOCIATES**  
 SAN DIEGO, INC.

**LEGEND**  
 Monument Walls.....

PLANNING 9707 Wabash Street  
 ENGINEERING San Diego, CA 92121  
 SURVEYING PH(619)594-5000, FX(619)594-414

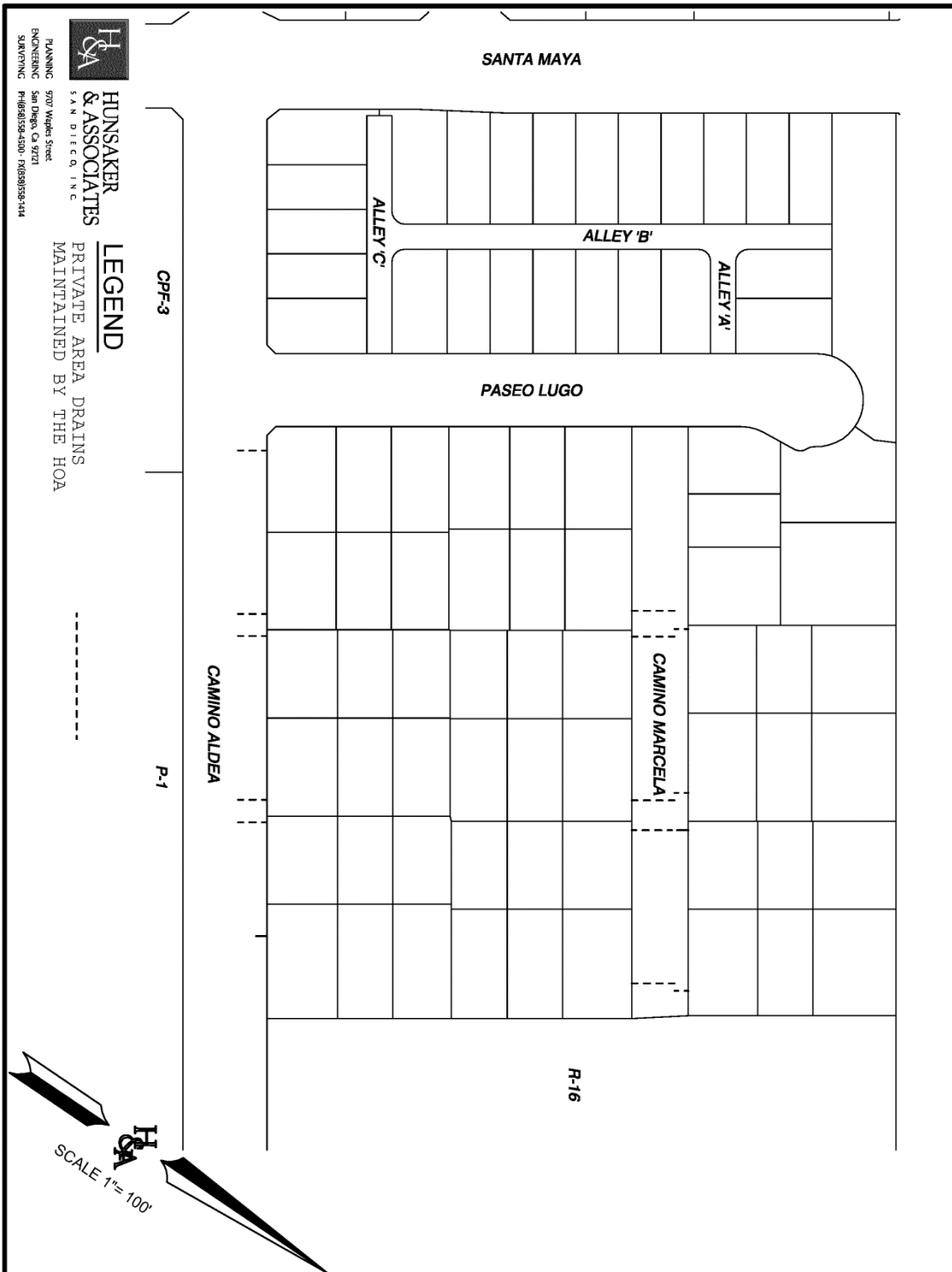


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**H&SA**  
**HUNSAKER & ASSOCIATES**  
 SAN DIEGO, INC.

**LEGEND**  
 Monument Walls.....

PLANNING 9707 Wedel Street  
 ENGINEERING San Diego, CA 92121  
 SURVEYING PH(619)596-4500, FX(619)596-4144



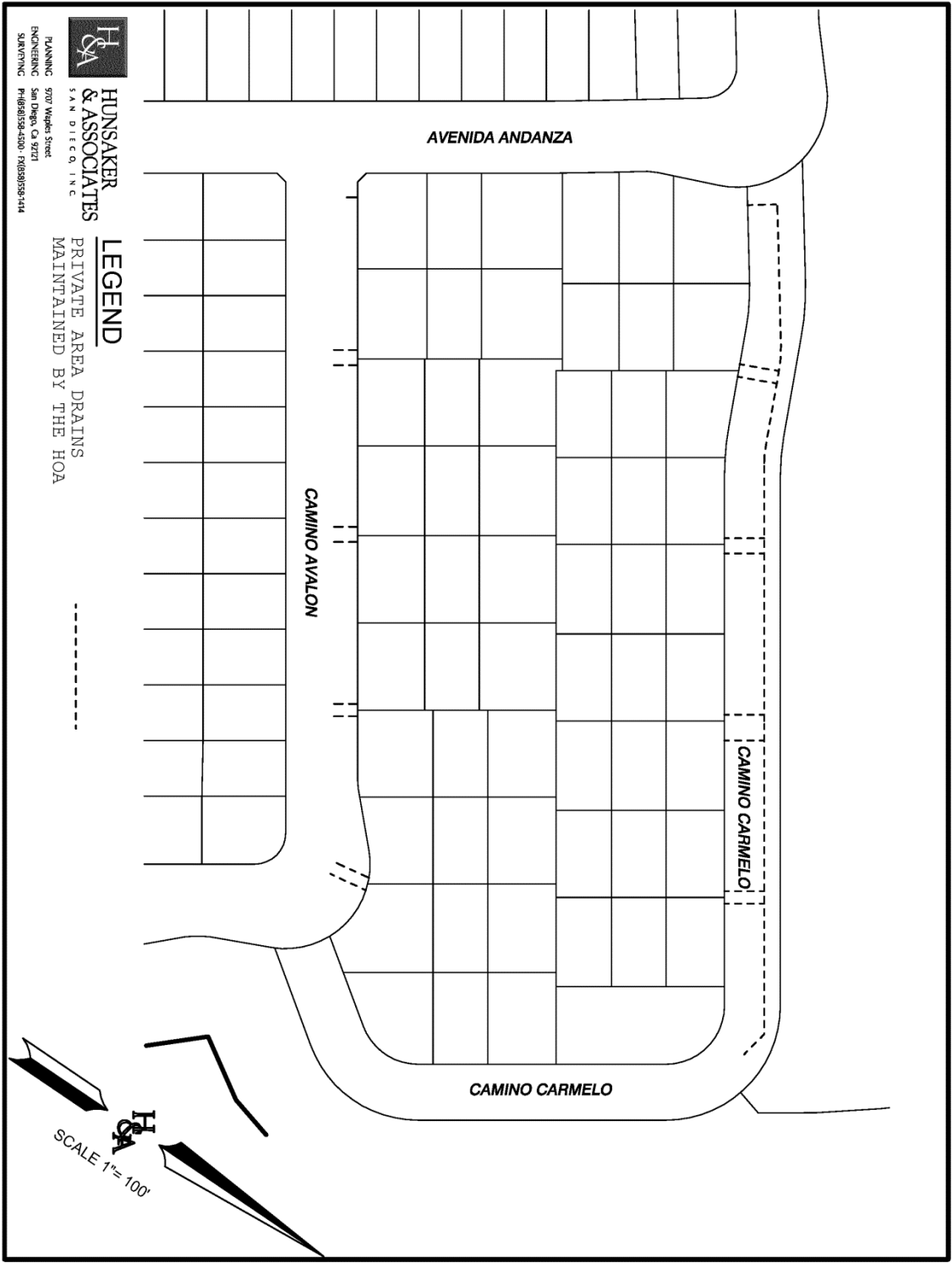
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**H&A**  
**HUNSAKER & ASSOCIATES**  
 SAN DIEGO, INC.  
 PLANNING 9707 Weddel Street  
 ENGINEERING San Diego, CA 92121  
 SURVEYING PH(619)596-4500, FX(619)596-4144

**LEGEND**  
 PRIVATE AREA DRAINS  
 MAINTAINED BY THE HOA

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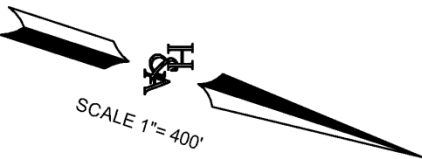
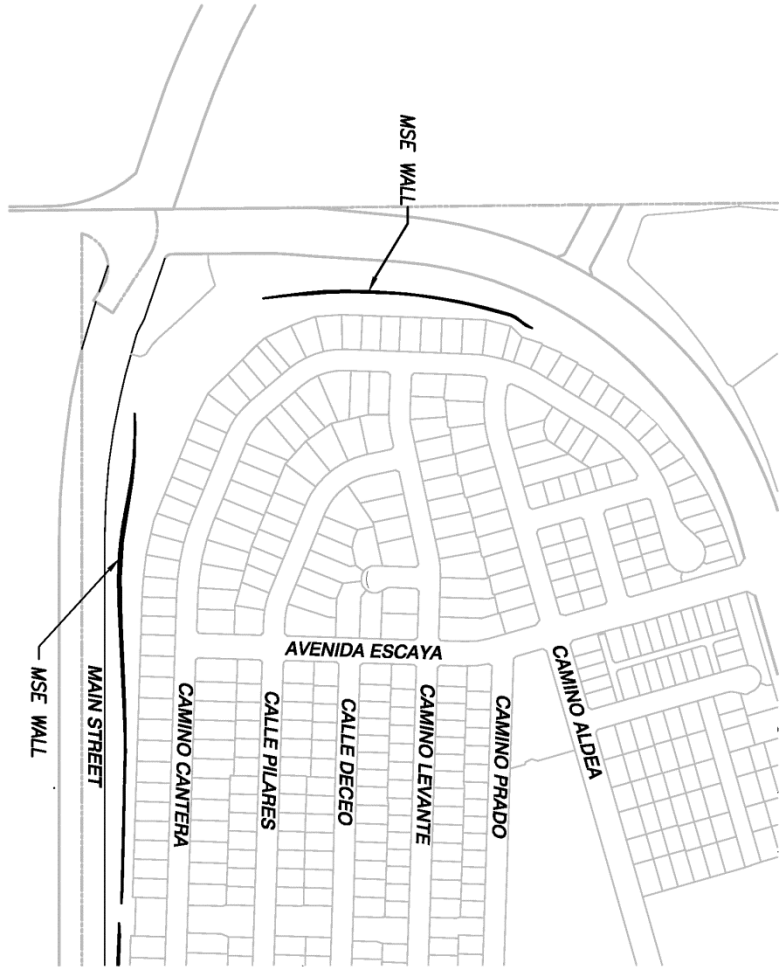
**H&A**  
 SCALE 1" = 100'





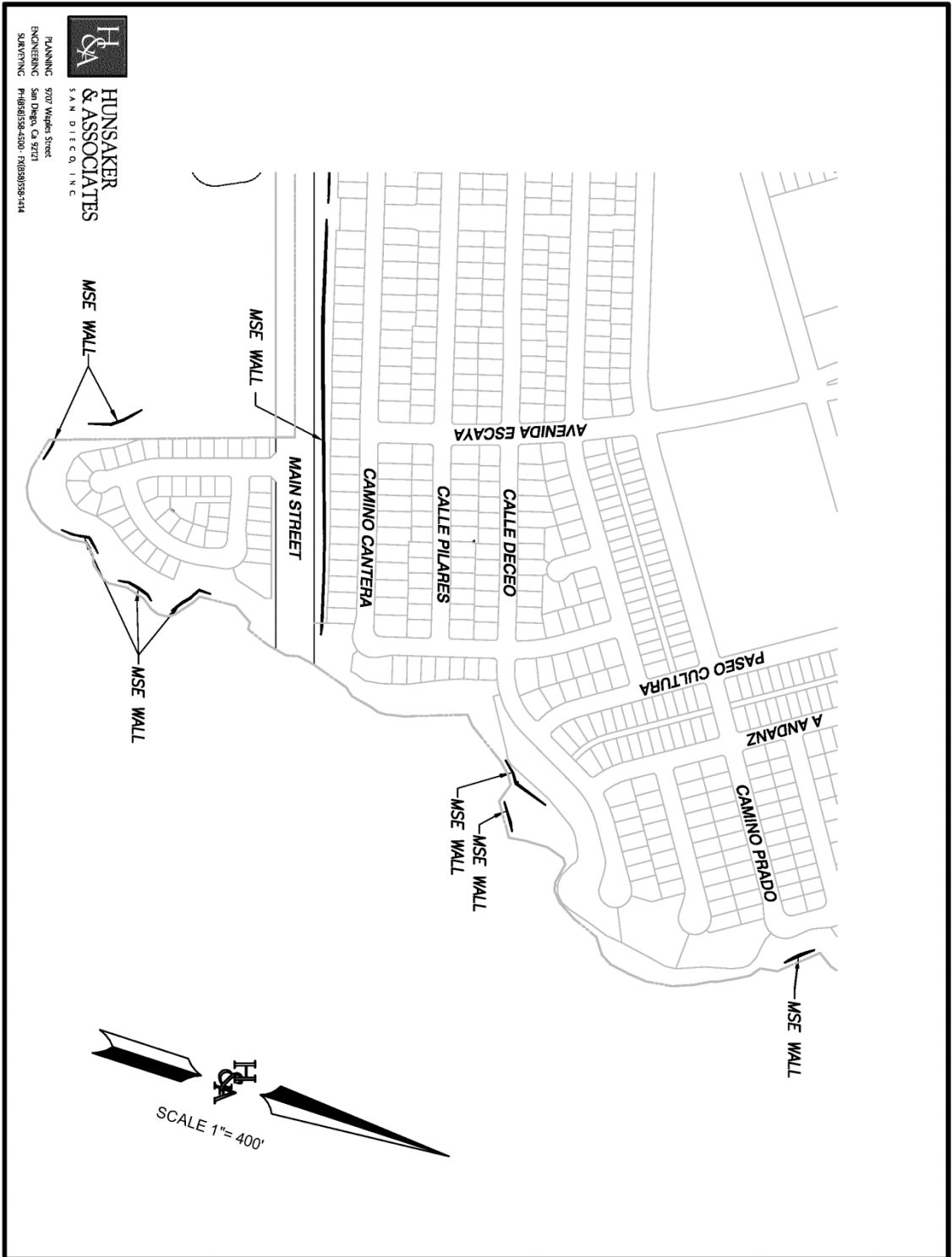
**HUNSAKER  
& ASSOCIATES**  
SAN DIEGO, INC.

PLANNING 9707 Wabash Street  
ENGINEERING San Diego, CA 92121  
SURVEYING PH(619)596-4500, FX(619)596-414



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& ASSOCIATES**  
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ENGINEERING San Diego, CA 92121  
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**EXHIBIT "C"**

**Maintenance Responsibilities**

**[See Attached]**

*Maintenance Responsibilities*

<i>Area</i>	<i>Community Association Maintenance</i>	<i>City of Chula Vista Maintenance</i>
<i>Community Association Maintained Parkways shown on Exhibit "B".</i>	<i>Landscaping in the parkways including irrigation, trimming and pruning of trees, maintenance and irrigation of turf areas, and irrigation lines that cross the streets.</i>	<i>Maintenance of curb, gutter, sidewalks and pavement.</i>
<i>Community Association Maintained Storm Drains and Area Drains shown on Exhibit "B".</i>	<i>Maintenance of storm drain improvements.</i>	<i>None</i>
<i>Community Association Maintained Monument Walls shown on Exhibit "B".</i>	<i>Monument walls, electrical lighting, and landscape within mow curb.</i>	<i>None</i>
<i>Community Association Maintained MSE walls shown on Exhibit "B".</i>	<i>Maintenance as referenced in Exhibit "E" of CC&amp;R's</i>	<i>None</i>


**HUNSAKER & ASSOCIATES**  
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