

COPY

RECORDING REQUESTED BY:

THE CITY OF SAN DIEGO

AND WHEN RECORDED MAIL TO:

City of San Diego
Real Estate Assets Dept
1200 Third Ave, Suite 1700, MS-51A
San Diego, CA 92101

APN's 644-071-10, 11, 12, 21 & 22,
644-071-03, 10, 11, 12, 21, 22, 23, 24, 26,
644-072-09 & 10,
644-072-22, 23, 24, 25, 644-072-03, 06, 12, 14, 15,
644-072-03, 06, 12, 14, 15

The undersigned grantor hereby declares the documentary transfer tax is: \$0 and is computed on the full value of the interest or property conveyed.

ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT FOR CITY-OWNED EASEMENT

In accordance with the provisions of Section 129.0715 of the San Diego Municipal Code, this Encroachment Maintenance and Removal Agreement for City-Owned Easement ("Encroachment Agreement") is made as of October 6, 2021 ("Effective Date") by and between the City of San Diego, a municipal corporation ("City"), and HomeFed Village 8, LLC, a Delaware limited liability company ("Property Owner").

RECITALS

- A. The City owns an existing water transmission pipeline known as the Otay 2nd Pipeline in Chula Vista, which is currently located within various easements and Property Owner is processing a phased easement vacation, as further described below:

Easement Parcel	Accessor's Parcel Number	Date	San Diego County Recorder Document	Minimum Value Specified in Deed	Adjacent Lots not Owned by Property Owner	Acres	Approx Easement Vacation Date
A	644-071-03, 10, 11, 12, 21, 22	4/17/1930	Book 1762, Page 207	No	Lot 3	4.951	2021
B and C	644-071-03, 10, 11, 12, 21, 22, 23, 24, 26 and 644-072-01, 09, 10,	8/16/2013	Instrument No. 2013-0516511 <i>Portion 1 Parcel A</i> <i>Portion 1 Parcel B</i>	\$99,110 for Portion 1 Parcels A&B (\$279K total, including "H" below)	Lot 17 is adjacent to City Easement Parcel C	3.703 3.505	
D	644-072-22, 23, 24, 25	4/9/2018	Instrument No. 2018-0139481	\$51K		2.699	

Easement Parcel	Accessor's Parcel Number	Date	San Diego County Recorder Document	Minimum Value Specified in Deed	Adjacent Lots not Owned by Property Owner	Acres	Approx Easement Vacation Date
E	644-072-03, 06, 12, 14, 15	11/27/1963	File No. 211639	No		0.575	
F	644-072-03, 06, 12, 14, 15	8/20/2003	Final Stipulated Judgement	No		1.785	
G	644-070-20	1/17/2018	Instrument No. 2018-0018653 <i>Portion 1:</i>	\$123K (\$261K, including "I", below)		5.302	2024
H	644-070-18	8/16/2013	Instrument No. 2013-0516511 <i>Portion 2</i>	\$179,988 (See "B and C", above)		6.545	2026
I	644-080-25	1/17/2018	Instrument No. 2018-0018653 <i>Portion 2</i>	\$138K (\$261K, including "G", above)		6.141	2027

- B. The Grant Deed for Parcels "B," "C" and "H" stated that if the water pipeline easements were ever vacated, the value of the water pipeline easement shall be the greater of **\$279,000** and the fair market value of the water pipeline easement at the time the water pipeline easements are vacated.
- C. The Grant Deed for Parcel "D" stated that if the water pipeline easements were ever vacated, the value of the water pipeline easement shall be the greater of **\$51,000** and the fair market value of the water pipeline easement at the time the water pipeline easements are vacated.
- D. The Grant Deeds for Parcels G and I stated if the water pipeline easements were ever vacated, the value of the water pipeline easement shall be the greater of **\$261,000** and the fair market value of the water pipeline easement at the time the water pipeline easements are vacated.
- E. The Grant Deeds for Parcels "A," "E," and Stipulated Judgment for Parcel "F" do not specify a monetary value; however, the City must be compensated fair market value when its easements are vacated.
- F. The City's easements identified in the table in Recital A above shall collectively be referred to as "City's Easement".
- G. Property Owner is relocating the Otay 2nd Pipeline, which is currently located within City's Easement, in accordance with the March 25, 2015 Participation Agreement for the Design and Construction of the Otay 2nd Pipeline Relocation and Related Facilities ("Participation Agreement") by and among the City,

Baldwin & Sons, LLC, a California limited liability company, Otay Land Company, LLC, a Delaware limited liability company, and SSBT LCRE V, LLC, a Delaware limited liability company, and has submitted a request to City's Development Services Department to vacate portions of City's Easement ("Easement Vacation"). The parties anticipate that the Easement Vacation may take several months to process, even after the first phase of the pipeline has been relocated and the existing pipeline has been abandoned.

- H. The Easement Vacation will require approval by the City's City Council ("City Council"), which may or may not be granted in City Council's sole and absolute discretion, subject to the terms and conditions of the Participation Agreement.
- I. This Encroachment Agreement pertains to Easement Parcels "A" through "F" depicted on the attached "**Exhibit A**", however, some portions of Easement Parcels "A" and "B" are within property owned by others (within Lot 3 and Lot 17) and those portions may be addressed in a separate agreement.
- J. Property Owner has requested City's permission to make certain encroachments into the portions of the Easement Parcel(s) "A" through "F" that the Property Owner is the owner in fee of the real property burdened by the City's Easement prior to City Council's consideration of the Easement Vacation.
- K. Separate Encroachment Maintenance and Removal Agreements will be recorded against each parcel of real property owned by another individual or entity that wishes to place encroachments on or within the portion of the City's Easement which that individual or entity owns in fee.

AGREEMENT

In consideration of the grant of permission by the City of San Diego to Property Owner to encroach into the City's Easement Parcels "A" through "F" by installing and maintaining private improvements, to wit: grading, storm drain improvements, sewer improvements, irrigation and landscaping and freestanding walls and fences ("Encroachments") over, under, and across the City's Easement for the use and benefit of the Property Owner, Property Owner covenants and agrees with the City of San Diego as follows:

- 1. This Encroachment Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of City and Property Owner.
 - 1.1. If any portion of Property Owner's property that is subject to this Encroachment Agreement is sold, Property Owner covenants and warrants that Property Owner will remain responsible for payment of the value of Easement Parcels "A" through "F" to the City in accordance with the Grant Deeds, this Encroachment Agreement, and any conditions of the easement vacation upon vacation of the City Easement or any portion thereof.
- 2. Property Owner shall deposit **Three Hundred Thousand Dollars (\$300,000)** into an escrow account ("Escrow Account") with Chicago Title Company ("Escrow Company") within **three (3)** days following the Effective Date to be

credited toward payment to City for the value of Easement Parcels "A" through "F" proposed to be vacated.

3. Property Owner shall pay all fees associated with this Encroachment Agreement including recording, escrow, and title fees.
4. If Easement Parcels "A" through "F" are vacated, Property Owner shall authorize the release of the funds being held in escrow to the City, and pay to City any remaining amount due based on the appraised value.
5. If Property Owner fails to diligently pursue the application to vacate the City's Easement, and/or fails to respond to City's Development Services Department's review cycle comments, such that the easement vacation application cannot be submitted to City Council within **one** (1) year of the Effective Date of this Encroachment Agreement, Property Owner shall deposit **Three Hundred Dollars** (\$300) into the Escrow Account each month ("Incentive Charge") until City Council approves or denies the Easement Vacation, as consideration for the delay in processing the Easement Vacation. If the City Council approves the Easement Vacation, the Incentive Charge deposited into the Escrow Account shall be released to City. If the City Council denies the Easement Vacation, all amounts in the Escrow Account shall be released to Property Owner, less any escrow fees due to the Escrow Company.
6. This Encroachment Agreement shall terminate upon such date that the Easement Vacation is recorded with the San Diego County Recorder's Office.
7. The Encroachments shall be installed and maintained in a safe condition at the sole cost, risk and responsibility of the Property Owner and the successors in interest.
8. If the performance of an act required by this Encroachment Agreement is directly prevented or delayed by a cause beyond the reasonable control of the party required to perform the act, that party shall be excused from performing the act for a period equal to the period of the prevention or delay. The party claiming a delay shall notify the other party in writing within thirty (30) days after the beginning of any claimed delay.
9. With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the construction, maintenance, state of use, repair, or presence of the Encroachments, the Property Owner agrees to defend, indemnify, protect and hold harmless the City, its agents, officers, and employees from and against any and all liability.
 - 9.1. Also covered by this Section is liability arising from, related to, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees that may be in combination with active or passive negligent acts or omissions of the Property Owner, its employees, agents or officers, or any third party. The Property Owner's duty to defend, indemnify, protect and hold harmless shall not include any established liability arising from the sole

negligence or sole willful misconduct of the City, its agents, officers or employees.

- 9.2. Property Owner further agrees to pay any and all costs the City incurs to enforce the indemnity and defense provision above.
10. The Property Owner shall remove, relocate or restore the Encroachments as directed by the City Engineer within **thirty** (30) calendar days of written notice from the City, or in the case of an emergency, as determined by the City, the City may request that the work be done immediately or within less than **thirty** (30) calendar days. If the Property Owner fails to remove, relocate or restore or otherwise comply with the direction of the City Engineer regarding the Encroachments, the City may cause the work to be done, and the costs thereof shall be a lien against the Property. The City's request to remove, relocate, or restore the Encroachments shall not be arbitrary or without reason.
11. Whatever rights and obligations were acquired by the City with respect to the City's Easement shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the Encroachments.
12. **Insurance.** The Property Owner shall procure and maintain (or cause to be procured and maintained) for the duration of this Encroachment Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Property Owner, its agents, representatives, employees or subcontractors.
 - 12.1. Coverage shall be at least as broad as:
 - 12.1.1. **Commercial General Liability (CGL):** Commercial general liability insurance [Insurance Services Office (ISO) Form CG 0001 or equivalent covering CGL] on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG2503 or CG2504) or the general aggregate limit shall be twice the required occurrence limit.
 - 12.1.2. **Automobile Liability:** covering Code 8 (Non-Owned) and Code 9(Hired Autos) with limits no less than \$1,000,000 per accident for Bodily injury and property damage.
 - 12.1.3. **Workers Compensation** insurance as required by the State of California, with Statutory Limits, and Employers Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease for employees who enter the encroachment area.
 - 12.1.4. The foregoing liability limits shall in no way limit the liability of the Property Owner to the City under this Encroachment Agreement.
 - 12.2. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 12.3. The City, its officers, officials, and employees are to be covered

as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Property Owner including materials, parts or equipment furnished in connection with such work operations and automobiles hired or borrowed by or on behalf of the Property Owner.

- 12.4. For any claims related to this project, the Property Owner's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 2001 04 13 as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Property Owner's insurance and shall not contribute with it.
- 12.5. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.
- 12.6. **Waiver of Subrogation.** Property Owner hereby agrees to waive rights of subrogation which any insurer of Property Owner may acquire from Property Owner by virtue of the payment of any loss. Property Owner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Property Owner, its employees, agents and subcontractors.
- 12.7. **Verification of Coverage.** Contractor shall furnish the Entity with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, to the extent required in connection with litigation relating to claims.
- 12.8. **Subcontractors.** Unless covered by the policies maintained by Property Owner, Property Owner shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein except that the CGL policy limits shall be \$1,000,000 per occurrence and \$2,000,000 general aggregate and Property Owner shall ensure that the City is an additional insured on the insurance required from subcontractors.
- 12.9. **Special Risk or Circumstances.** The City reserves the right to modify these requirements based on changes in the use of the encroachment area, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

[Remainder of page intentionally blank]

13. **Counterparts.** This Encroachment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

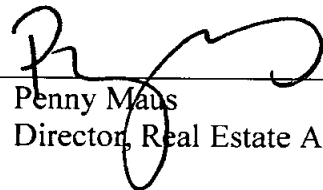
IN WITNESS WHEREOF, a duly authorized representative of each Party has signed this Encroachment Agreement, to be effective as of the Effective Date.

CITY:

Date: 10-6-2021

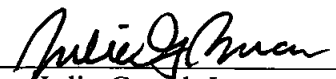
City of San Diego,
a California municipal corporation

By: _____


Penny Maus
Director, Real Estate Assets Department

APPROVED AS TO FORM:
MARA W. ELLIOTT, City Attorney

By: _____


Julie Gough Inman
Deputy City Attorney

PROPERTY OWNER:

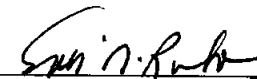
HomeFed Village 8, LLC, a Delaware limited liability company

Date: Sept. 30, 2021

By: _____

Name: _____

Title: _____


Erik N. Runk
Vice President

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 9/30/2021, before me, Tristan Manoff, a
Notary Public, 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

Tristan Manoff



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 October 04, 2021, before me, Teresa Dolores Morse, a Notary Public, personally appeared Penny Maus, 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

Teresa Dolores Morse

EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION
WATER EASEMENTS VACATION

PARCEL A

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 17, 1930 IN BOOK 1762, PAGE 207, OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 4.960 ACRES, MORE OR LESS.

PARCEL B

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 37330-2-B, LABELED AS PARCEL "A" AND DESCRIBED AS PARCEL "A" OF PORTION 1 IN GRANT DEED RECORDED AUGUST 16, 2013 AS INSTRUMENT NO. 2013-0516511, OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 3.703 ACRES, MORE OR LESS.

PARCEL C

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 37330-3-B, LABELED AS PARCEL "B" AND DESCRIBED AS PARCEL "B" OF PORTION 1 IN GRANT DEED RECORDED AUGUST 16, 2013 AS INSTRUMENT NO. 2013-0516511, OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP

THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 3.505 ACRES, MORE OR LESS.

PARCEL D

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 40592-3-B AND DESCRIBED IN GRANT DEED RECORDED APRIL 9, 2018 AS INSTRUMENT NO. 2018-0139481, OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 2.699 ACRES, MORE OR LESS.

PARCEL E

THAT PORTION OF THAT CERTAIN WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER GRANT OF EASEMENT RECORDED NOVEMBER 27, 1963 AS FILE/PAGE NO. 211639, OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 0.575 ACRES, MORE OR LESS.

PARCEL F

ALL OF THAT CERTAIN WATER EASEMENT TO THE CITY OF SAN DIEGO DESCRIBED AS PARCEL D OF "OTAY LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY WATER EASEMENT" PER STIPULATED JUDGMENT RECORDED AUGUST 20, 2003 AS DOC. NO. 2003-1015277 AND FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 5, 2003 AS DOC. NO. 2003-1340607, BOTH OF OFFICIAL RECORDS, WITHIN CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING

TO MAP THEREOF NO. 16428 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 3, 2020.

CONTAINING 1.785 ACRES, MORE OR LESS.

PARCEL G

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 40513-2-B AND DESCRIBED AS PORTION 1 IN GRANT DEED RECORDED JANUARY 17, 2018 AS INSTRUMENT NO. 2018-0018653, OF OFFICIAL RECORDS, WITHIN LOT 24 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.

CONTAINING 5.302 ACRES, MORE OR LESS.

PARCEL H

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 37331-2-B AND DESCRIBED AS PORTION 2 IN GRANT DEED RECORDED AUGUST 16, 2013 AS INSTRUMENT NO. 2013-0516511, OF OFFICIAL RECORDS, WITHIN 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.

CONTAINING 6.545 ACRES, MORE OR LESS.

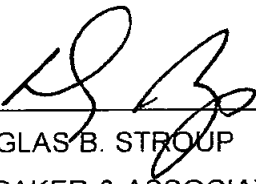
PARCEL I

ALL OF THAT CERTAIN WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN DIEGO AS SHOWN ON CITY DRAWING NO. 40511-2-B AND DESCRIBED AS PORTION 2 IN GRANT DEED RECORDED JANUARY 17, 2018 AS INSTRUMENT NO. 2018-0018653, OF OFFICIAL RECORDS, WITHIN LOT 14 OF THE OTAY RANCHO, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP

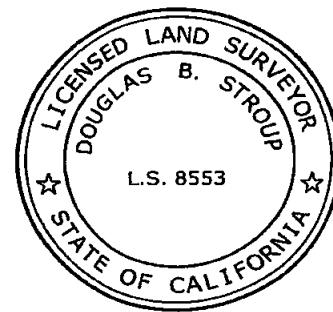
THEREOF NO. 862, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO
COUNTY FEBRUARY 7, 1900.

CONTAINING 6.141 ACRES, MORE OR LESS.

ATTACHED HERETO IS A DRAWING NO. 42515-B LABELED EXHIBIT "B" AND BY THIS
REFERENCE MADE A PART HEREOF.


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

8/05/21
P.L.S. 8553



PTS NO. 690051

DWG NO. 42515-B

EXHIBIT "B"

EASEMENT LEGEND (VACATED)



PARCEL A (VILLAGE 8 WEST)
PORTION OF WATER PIPELINE EASEMENT GRANTED TO THE
CITY OF SAN DIEGO REC. 4/17/1930 IN BOOK 1762 PAGE
207, VACATED.
AREA = 4.960 AC. MORE OR LESS



PARCEL B (VILLAGE B WEST)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY
OF SAN DIEGO SHOWN AND DESCRIBED AS PORTION 1
PARCEL "A" IN GRANT DEED REC. 8/16/2013 AS
INSTRUMENT NO. 2013-0516511, VACATED.
AREA = 3.703 AC. MORE OR LESS



PARCEL C (VILLAGE 8 WEST)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY
OF SAN DIEGO SHOWN AND DESCRIBED AS PORTION 1
PARCEL "B" IN GRANT DEED REC. 8/16/2013 AS
INSTRUMENT NO. 2013-0516511, VACATED.
AREA = 3.505 AC. MORE OR LESS



PARCEL D (VILLAGE 8 WEST)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY
OF SAN DIEGO IN GRANT DEED REC. 4/9/2018 AS
INSTRUMENT NO. 2018-0139481, VACATED.
AREA = 2.699 AC.. MORE OR LESS



PARCEL E (VILLAGE 8 WEST)
PORTION OF WATER EASEMENT GRANTED TO CITY OF SAN
DIEGO REC. 11/27/1963 AS FILE NO. 211639, VACATED.
AREA = 0.575 AC. MORE OR LESS



PARCEL F (VILLAGE B WEST)
ALL OF WATER EASEMENT TO THE CITY OF SAN DIEGO
DESCRIBED AS PARCEL D OF 'OTAY LAND COMPANY, LLC, A
DELAWARE LIMITED LIABILITY COMPANY WATER EASEMENT' PER
STIPULATED JUDGMENT REC. 8/20/2003 AS DOC. NO.
2003-1015277 AND FINAL ORDER OF CONDEMNATION REC.
11/5/2003 AS DOC. NO. 2003-1340607, VACATED.
AREA = 1.785 AC., MORE OR LESS



PARCEL G (VILLAGE 8 EAST)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY
OF SAN DIEGO SHOWN AND DESCRIBED AS PORTION 1 IN
GRANT DEED REC. 1/17/2018 AS INSTRUMENT NO.
2018-0018653, VACATED.
AREA = 5.302 AC. MORE OR LESS



PARCEL H (VILLAGE 9)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN
DIEGO SHOWN AND DESCRIBED AS PORTION 2 IN GRANT DEED REC.
8/16/2013 AS INSTRUMENT NO. 2013-0516511, VACATED.
AREA = 6.545 AC., MORE OR LESS



PARCEL 1 (VILLAGE 10)
ALL OF WATER PIPELINE EASEMENT RESERVED BY THE CITY OF SAN
DIEGO SHOWN AND DESCRIBED AS PORTION 2 IN GRANT DEED REC.
1/17/2018 AS INSTRUMENT NO. 2018-0018653, VACATED.
AREA = 6.141 AC. MORE OR LESS

EASEMENT/FEE LEGEND (TO REMAIN)

- | | |
|---|---|
| <p>(A) I.O.D. OF FEE INTEREST TO CITY OF CHULA VISTA FOR PUBLIC PARK PURPOSES OFFERED AND REJECTED PER MAP 16428.</p> | <p>(C) SAN DIEGO PIPELINE RIGHT-OF-WAY GRANTED TO CITY OF SAN DIEGO PER DEED REC. 1/31/1913 IN BOOK 598, PAGE 54 OF DEEDS.</p> |
| <p>(B) LAND DEEDED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES PER GRANT DEED REC. 6/21/2006 AS DOC. NO. 2006-0437364. O.R.</p> | <p>(D) PORTION OF PARCEL 1 DESCRIBED IN THE I.O.D. OF FEE INTEREST REC. 12/10/2014 AS DOC. NO. 2014-0543529, O.R., ACCEPTED BY CITY OF CHULA VISTA PER DOC. NO. 2015-0326141 REC. 6/23/2015, O.R.</p> |

LINE TYPE LEGEND

- _____ INDICATES BOUNDARY OF VACATED EASEMENTS
 _____ INDICATES RIGHT OF WAY LINE
 _____ INDICATES LOT LINE MAP 16428
 _____ INDICATES EASEMENT LINE
 _____ INDICATES CENTERLINE
 - - - - - INDICATES REFERENCE TIE LINE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE WESTERLY
LINE OF LOT 17 OF CITY OF CHULA VISTA TRACT NO. 19-03
OTAY RANCH VILLAGE 8 WEST 'A' MAP, MAP NO. 16428, FILED
11/3/2020. i.e. S19°03'43"E

ASSESSOR'S
PARCEL NO.S

644-070-18, 20
644-071-03, 10, 11, 12, 21,
22, 23, 24, & 26
644-072-01, 10, 22, 23, 24,
& 25
644-080-25

REFERENCES

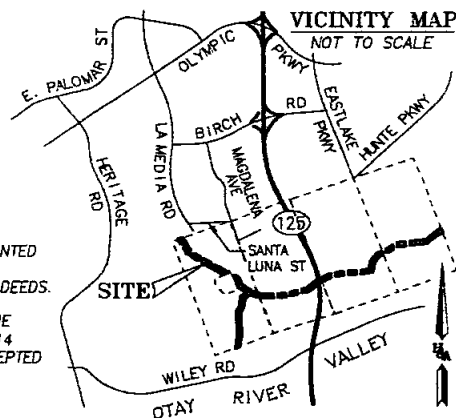
MAP NO. 16428
MAP NO. 862
DWG NO. 37708-D
CITY OF CHULA VISTA
DWG. NO. 18016
CITY OF CHULA VISTA
DWG. NO. 14012

**NON-PLOTTABLE EASEMENTS
(TO REMAIN):**

THE FOLLOWING EASEMENTS HAVE NO SPECIFIC LOCATION SET FORTH IN DOCUMENT AND ARE NOT PLOTTED HEREON:

EASEMENTS FOR INGRESS AND EGRESS TO THE CITY OF SAN
DIEGO REC. 8/22/1972 AS INSTRUMENT NO. 222267 AND
JANUARY 9, 2009 AS INSTRUMENT NO. 2009-0010329, BOTH
O.R.

EASEMENT TO OTAY LAND COMPANY FOR VARIOUS PURPOSES
REC. 10/29/2018 AS INSTRUMENT NO. 2018-0450260, O.R.



MAP PREPARED BY:

HUNSAKER & ASSOCIATES SAN DIEGO, INC.
9707 WAPLES STREET
SAN DIEGO, CA 92121



DOUGLAS B. STROUP L.S. 8553
R:\1604\Map Esmt Vacation\DP Water Esmt Vaca SH

RESOLUTION NO. _____

ADOPTED:

DOCUMENT NO.

RECORDED:

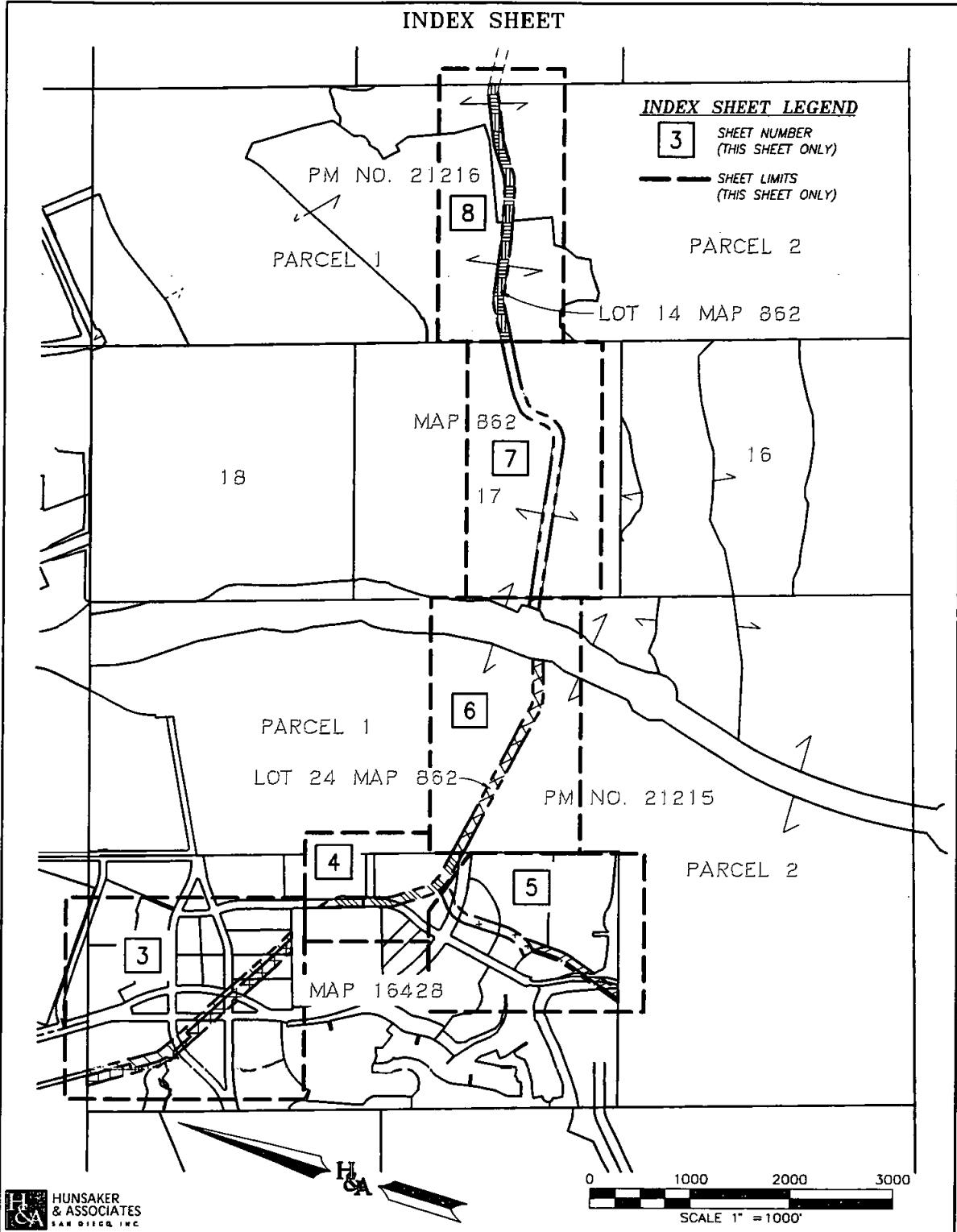
WATER EASEMENTS VACATION

OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 8 SHEETS	P.T.S. NO. 690051
ORIGINAL	H&A					I.D. NO. N/A
					FOR CITY ENGINEER _____ DATE _____	1800-6337 CCS 83 COORDINATES
						160-1777 NAD 27 COORDINATES
						42515-1-B
STATUS						

EXHIBIT "B"

INDEX SHEET

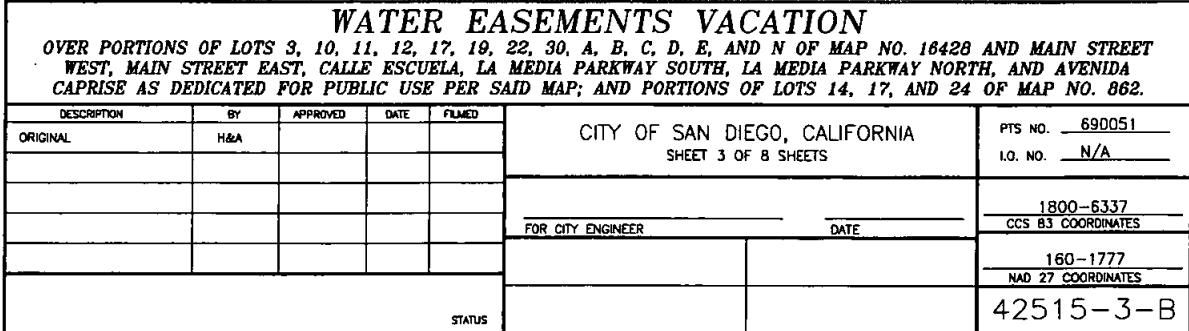


WATER EASEMENTS VACATION

OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA		PTS. NO. 690051
ORIGINAL	H&A				SHEET 2 OF 8 SHEETS		I.O. NO. N/A
					FOR CITY ENGINEER	DATE	1800-6337
							CCS 83 COORDINATES
							160-1777
							NAD 27 COORDINATES
							42515-2-B
STATUS							

**VILLAGE 8 WEST
PARCELS A AND B**



VILLAGE 8 WEST
PARCELS A AND C

LOT 11 LOT 12 LOT 13

MAP 16428



SAN DIEGO RESERVOIR

SEE
DETAIL "A"

LOT
17

LOT 27

CALLE ESCUELA

MAP NO. 16428

PARCEL 1 PM 21215

SEE SHEET 6

AN DIEGO
RESERVOIR

AVENIDA ~~CAPRIS~~
DEDICATED PER MAP 16428

LOT 17

DETAIL "A"
EXAGGERATED
FOR CLARITY

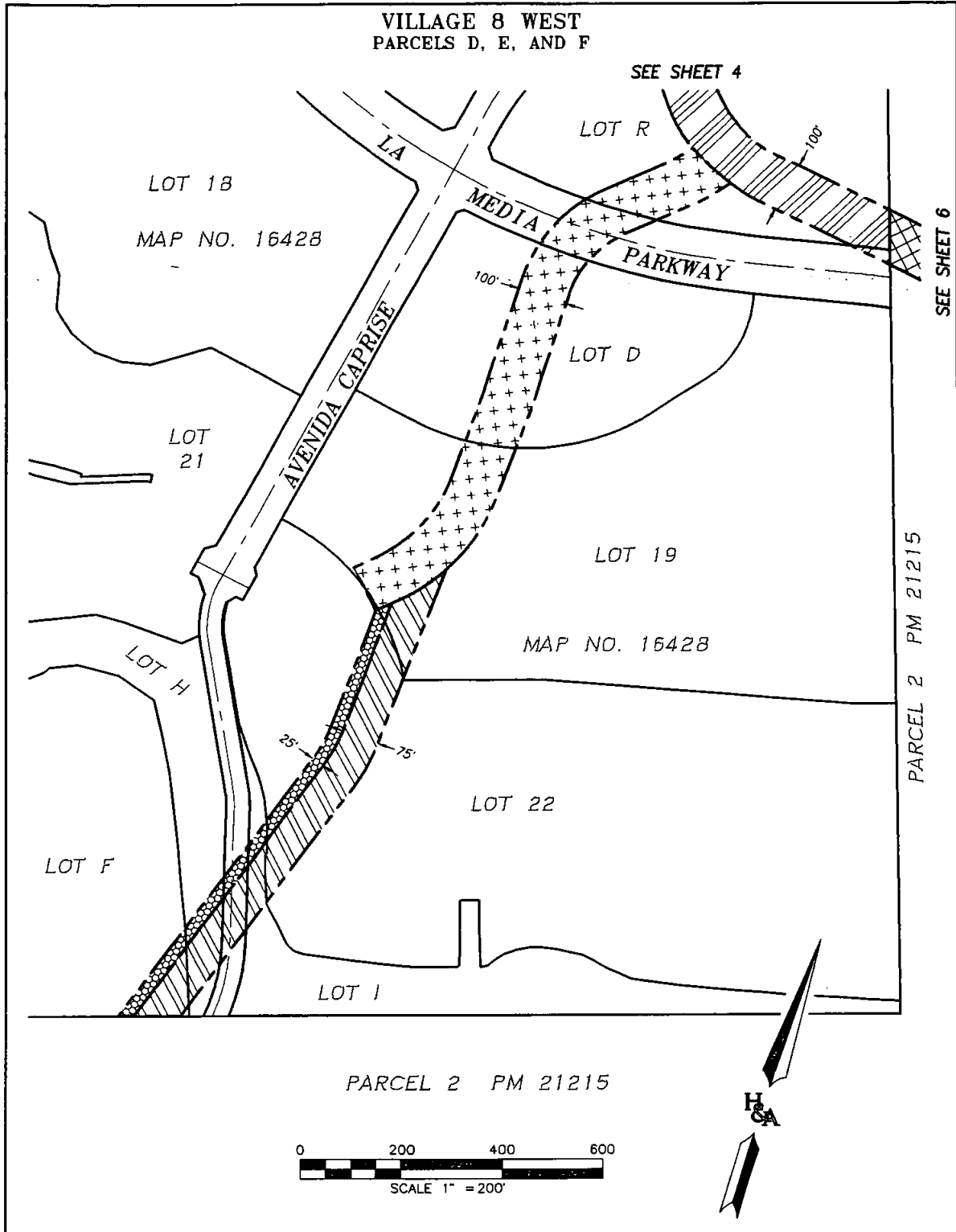
WATER EASEMENTS VACATION

OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 4 OF 8 SHEETS	PTS. NO. <u>690051</u>
ORIGINAL	H&A					I.O. NO. <u>N/A</u>
					FOR CITY ENGINEER _____ DATE _____	1800-6337 CCS 83 COORDINATES
						160-1777 NAD 27 COORDINATES
						42515-4-B
				STATUS		

EXHIBIT "B"

VILLAGE 8 WEST
PARCELS D, E, AND F



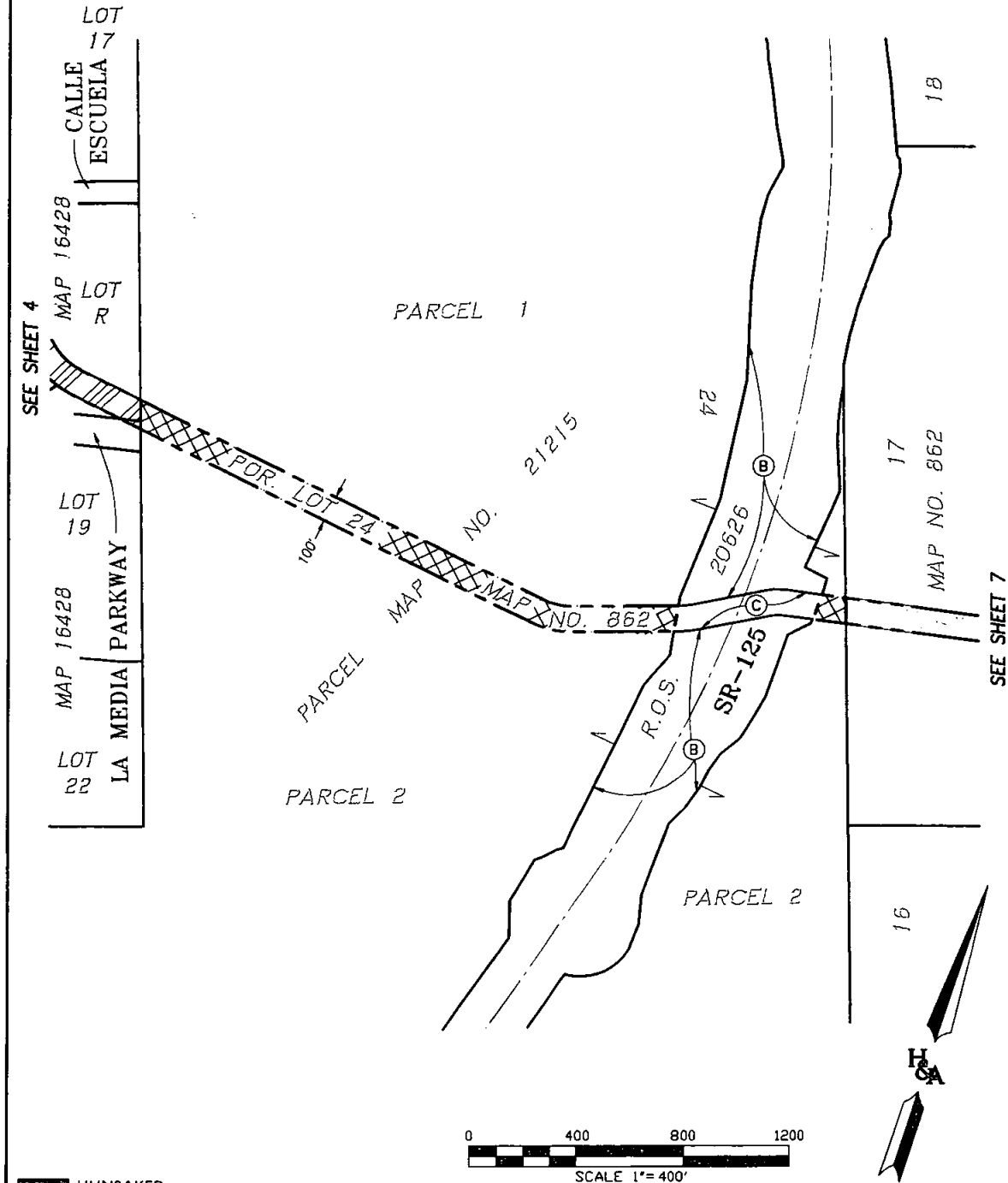
WATER EASEMENTS VACATION

OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA		PTS. NO. 690051
ORIGINAL	H&A				SHEET 5 OF 8 SHEETS		I.O. NO. N/A
					FOR CITY ENGINEER		1800-6337
					DATE		CCS 83 COORDINATES
							160-1777
							NAD 27 COORDINATES
STATUS							42515-5-B

EXHIBIT "B"

VILLAGE 8 EAST PARCEL G



H&A HUNSAKER
& ASSOCIATES
SAN DIEGO, INC.

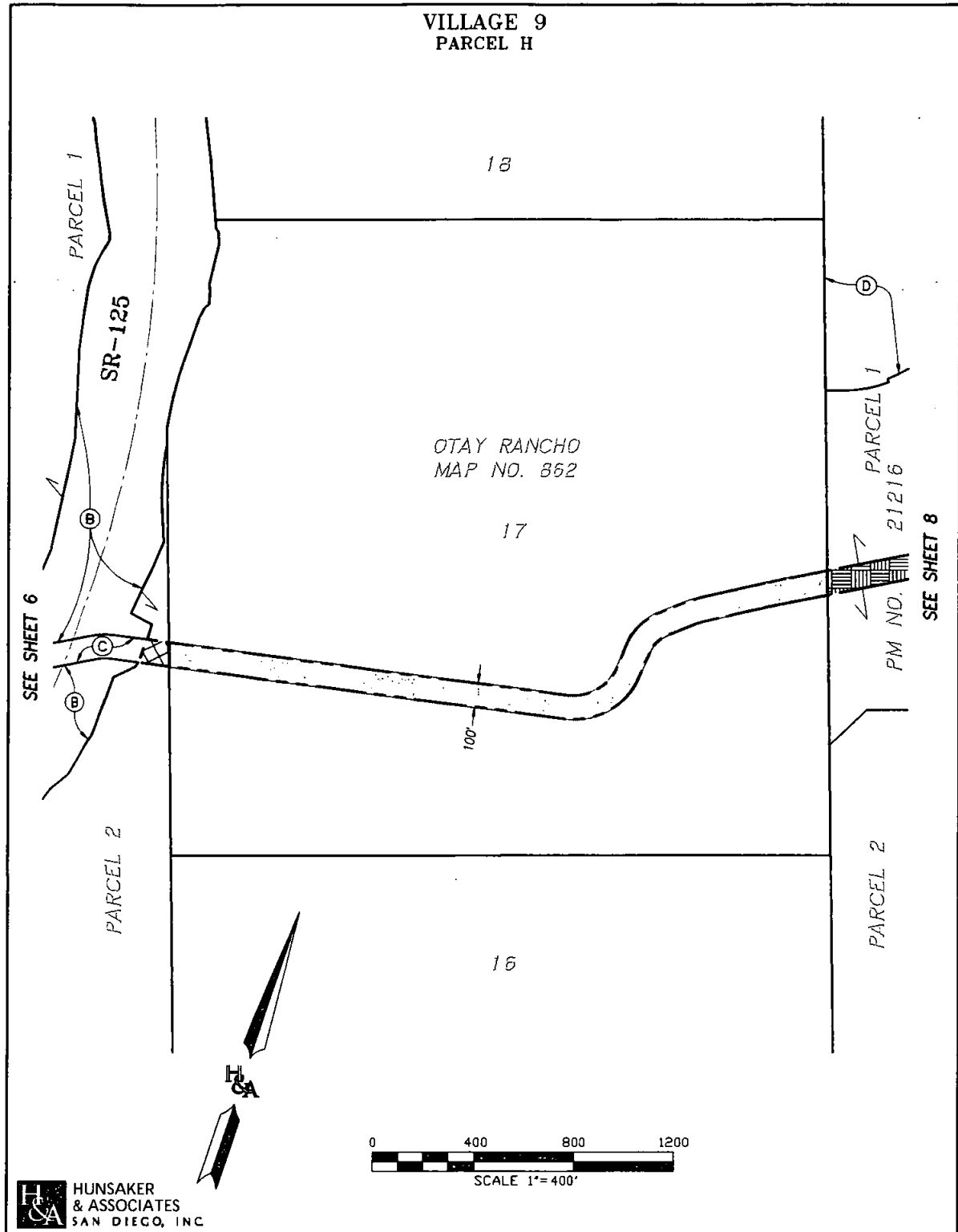
WATER EASEMENTS VACATION

OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 6 OF 8 SHEETS	PTS NO. 690051 I.O. NO. N/A
ORIGINAL	H&A					
					FOR CITY ENGINEER	1800-6337 CCS 83 COORDINATES
					DATE	160-1777 NAD 27 COORDINATES
						42515-6-B
STATUS						

EXHIBIT "B"

VILLAGE 9
PARCEL H



WATER EASEMENTS VACATION					CITY OF SAN DIEGO, CALIFORNIA		PTS. NO. 690051	
OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.					SHEET 7 OF 8 SHEETS		I.O. NO. N/A	
DESCRIPTION	BY	APPROVED	DATE	FILMED			1800-6337	
ORIGINAL	H&A						CCS 83 COORDINATES	
							160-1777	
							MAD 27 COORDINATES	
							42515-7-B	
STATUS								

VILLAGE 10
PARCEL I



OVER PORTIONS OF LOTS 3, 10, 11, 12, 17, 19, 22, 30, A, B, C, D, E, AND N OF MAP NO. 16428 AND MAIN STREET WEST, MAIN STREET EAST, CALLE ESCUELA, LA MEDIA PARKWAY SOUTH, LA MEDIA PARKWAY NORTH, AND AVENIDA CAPRISE AS DEDICATED FOR PUBLIC USE PER SAID MAP; AND PORTIONS OF LOTS 14, 17, AND 24 OF MAP NO. 862.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 8 OF 8 SHEETS	PTS. NO. 690051
ORIGINAL	H&A					I.O. NO. N/A
					FOR CITY ENGINEER _____ DATE _____	1800-6337 CCS 83 COORDINATES
						160-1777 HAD 27 COORDINATES
						42515-8-B