

LICENSE AGREEMENT
Otay Ranch Village of Montecito (Village 2)
Chula Vista, California

THIS LICENSE AGREEMENT, hereinafter called "Agreement", dated as of May 2, 2012, solely for identification purposes, is executed between the **City of San Diego**, a municipal corporation, hereinafter called "San Diego", and the **Otay Project, LP**, a California Limited Partnership, hereinafter called "Licensee," and collectively referred to as "Parties", to establish terms and conditions of Licensee's use of certain real property owned by San Diego and to provide terms and conditions of said Licensee's use of San Diego's property. The effective date of this Agreement shall be the date this Agreement is executed by San Diego and approved by the City Attorney of the City of San Diego ("Effective Date").

RECITALS

WHEREAS, San Diego holds an easement of that certain real property as more specifically described in the document recorded with the San Diego County Assessor on July 14, 1923 in Book 937, Pages 460 and 463 of Deeds (the "Easement Property") and San Diego is the legal owner of that certain real property currently designated as San Diego County Assessor's Parcel No. 644-313-09 located in the City of Chula Vista, California (the "Fee Property"), and more particularly shown in a depiction thereof marked **Exhibit "A"** attached hereto and by this reference made part of this Agreement (collectively the "Property");

WHEREAS, Licensee is the developer(s) of Otay Ranch Village of Montecito ("Village 2") whose principle place of business is located at 610 West Ash, Suite 1500, San Diego, CA 92101;

WHEREAS, the Property contains a 40" pipeline and tunnel that is owned and maintained by San Diego for the purpose of transporting water from Lower Otay Reservoir to domestic, commercial and industrial users ("Otay Second Pipeline"), and such purpose cannot be interrupted, and must be protected for the public's health and safety; and

WHEREAS, the Property contains an abandoned 30" pipeline owned by San Diego; and

WHEREAS, the San Diego Water Department signed backbone improvement plans for Santa Diana Street and Santa Victoria Street (Drawing No.s 06036-05 and 06036-08, respectively) on December 20, 2006, and the San Diego Development Services Department signed a rough grading plan for Otay Ranch – Village 2, Phase 1 (Drawing No. 05101-40) on July 14, 2006; and

WHEREAS, Licensee has constructed Santa Diana Street and is proposing to construct Santa Victoria Road with crossings over the Property (collectively the "Crossings"); and

WHEREAS, the Parties dispute whether Licensee has obtained all required permits from San Diego to construct the Crossings; and

WHEREAS, the Parties dispute whether Licensee has the right to use, occupy or possess the Property from San Diego for purposes of constructing and using the Crossings and use of the Crossings as a public road; and

WHEREAS, Licensee has constructed Santa Diana Street and is proposing to construct Santa Victoria Road with crossings over the Property, for which San Diego has received no compensation therefor; and

WHEREAS, the depth of the tunnel and Second Otay Pipeline exceeds ninety (90) feet at the location of the two road crossings and Licensee has commissioned two reports by Simon Wong Engineering, dated June 22, 2006, for structural analysis; and by Geocon Inc., dated July 8, 2011, for geotechnical evaluation, which have concluded that no additional loading or significant alterations to the structural condition of the tunnel will occur with use of the Property as a public right-of-way; and

WHEREAS, San Diego hereby grants to Licensee and Licensee hereby accepts from San Diego a license to use the portion of the Property within which the Crossings are located under the terms, covenants, conditions and provisions contained herein.

A G R E E M E N T

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

SECTION 1: USES

1.01 Property. San Diego hereby permits Licensee to use that portion of the Property within which the Crossings are located as described in **Exhibit B** attached hereto and by this reference made part of this Agreement (the "License Area"), in accordance with the terms, covenants, conditions and provisions hereof. In return for this permission, Licensee hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement. San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Licensee or the public as a result of such revocation or the termination of this Agreement. Licensee expressly waives any claim for expense or loss, which Licensee might incur as a result of San Diego's revocation or termination of this Agreement.

1.02 Uses. The License Area shall be used by Licensee solely and exclusively for the purpose of maintaining, repairing, and replacing Santa Diana Street across the Property as set forth herein. No other purposes or uses are permitted whatsoever.

Licensee covenants and agrees to use the License Area only for the above specified purpose and to diligently pursue said purpose throughout the term hereof. Licensee shall not use or permit any use of the License Area in any manner that disturbs the operation of San Diego's Second Otay Pipeline. In the event that Licensee fails to continuously use the License Area for said purpose, or uses the License Area for purposes not expressly authorized herein, the Licensee shall be deemed in default under this Agreement and San Diego may terminate this Agreement, in its sole discretion, and seek any and all remedies available to San Diego by law.

1.03 Reservation of Rights. San Diego shall not unreasonably or substantially interfere with Licensee's use of the License Area while Licensee is in possession of the License Area and is in compliance with all the terms, covenants, conditions and provisions of this Agreement. However, San Diego specifically retains the following rights:

a. Subsurface Rights. San Diego hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Fee Property.

b. **Right to Enter and Access.** San Diego has the right to access and enter the License Area at all times, without the prior notice to Licensee, for the purpose of performing maintenance, inspections, repairs or improvements of the Property, including, but not limited to, the Otay Second Pipeline.

1.04 License Fee. Licensee shall pay San Diego a one-time non-refundable license fee in the amount of six hundred dollars (\$600.00) for use of the Property, upon execution of this Agreement.

SECTION 2: TERM

2.01 Term. The term of this Agreement shall be for **twelve (12) months** commencing on the Effective Date of this Agreement ("Initial Term"). The Initial Term of this Agreement may be extended by an additional twelve (12) month term upon mutual consent of the parties. If the Parties mutually agree to extend the Initial Term, the Parties shall execute a written extension to this Agreement no less than fifteen (15) days prior to the expiration of the Initial Term. In the sole discretion of San Diego, the written extension to this Agreement may authorize the construction, maintenance, repair and replacement of Santa Victoria Road.

2.02 Alignment Study during Initial Term. Prior to the expiration of the Initial Term, Licensee, at its sole cost and expense, shall perform or cause to be performed and provide to San Diego a horizontal and vertical alignment study report in scope as determined by the Director of the San Diego Public Utilities Department regarding the current location and relocation of the Second Otay Pipeline.

2.03 Licensee's Obligations at Expiration or Termination. Not later than thirty (30) calendar days from the expiration or earlier termination of this Agreement, Licensee shall either: (1) execute a mutually agreed upon contract regarding the use of the Property and location of the Otay Second Pipeline; or (2) purchase the Fee Property at the agreed upon purchase price of two (2) times the appraised value of the Property pursuant to the appraisal dated October 17, 2011, with reservation to San Diego of an easement for the Otay Second Pipeline, as approved by the San Diego City Attorney.

If Licensee continues to occupy and use the Property after the expiration or earlier termination of this Agreement, such occupancy shall neither constitute a renewal or extension of this Agreement, nor give Licensee any rights in or to the Property, unless Licensee and San Diego have entered into any other agreement for the use of the Property that is in effect and binding upon the Parties.

SECTION 3: INDEMNITY; INSURANCE RISKS/SECURITY; REIMBURSEMENT; BOND

3.01 Indemnity. Licensee hereby protects, indemnifies, defends, and holds harmless San Diego and Chula Vista and their respective directors, officers, employees, officials, volunteers and agents, from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of any character whatsoever, and any nature and kind, whether directly or indirectly arising from or connected with a failure, damage or rupture of the Otay Second Pipeline or the abandoned 30" pipeline that results in injury, death or damage to person or property within the surface area of the License Area, or an act or omission of Licensee, or any employee, agent, invitee, contractor, student or volunteer of Licensee, or any other person acting by or on behalf of Licensee on or about the License Area,

or in any way connected with the public's use of the road crossings built by Licensee over the License Area, the Licensee's operations under this Agreement or arising from the performance of this Agreement including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage arising under any provisions of California or Federal law, including, but not limited to, claims under the Government Claims Act for dangerous condition of public property; provided, however, that nothing herein shall relieve any party indemnified hereunder from liability to the extent that such liability arises from such party's sole and active negligence or sole willful misconduct. This indemnity shall not require payment of a claim by San Diego or Chula Vista, or any of their respective directors, officers, employees, or agents as a condition precedent to San Diego's or Chula Vista's recovery hereunder. Negligent or criminal acts by members of the public at the License Area shall not be deemed to be the liability or responsibility of San Diego or Chula Vista. This indemnity provision section shall survive the expiration, earlier termination, or cancellation of this Agreement.

3.02 Insurance. Licensee shall not begin any use of the License Area under this Agreement until it has: (a) obtained, and upon the San Diego's request provided to San Diego, insurance certificates reflecting evidence of all insurance required in below; however, San Diego reserves the right to request, and the Licensee shall submit, copies of any policy upon reasonable request by San Diego; (b) obtained San Diego approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Licensee's liabilities, including but not limited to Licensee's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Licensee's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by San Diego. The Licensee shall not modify any policy or endorsement thereto which increases San Diego's exposure to loss for the duration of this Agreement.

3.02.1 Types of Insurance. At all times during the term of this Agreement, Licensee shall maintain insurance coverage as follows:

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$5 million. In order to respond to City's request to provide excess coverage, Licensee shall make its best efforts to acquire coverage in the amount of \$5 million per occurrence and subject to an annual aggregate of \$10 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of Licensee's automobiles including owned, hired and non-owned automobiles, Licensee shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$2 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Licensee's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Licensee shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of

\$1 million of employers' liability coverage, and Licensee shall provide an endorsement that the insurer waives the right of subrogation against San Diego and its respective elected officials, officers, employees, agents and representatives.

3.02.2 Deductibles. All deductibles on any policy shall be the responsibility of Licensee and shall be disclosed to San Diego at the time the evidence of insurance is provided.

3.02.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by San Diego.

San Diego will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

3.02.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to San Diego before any use is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Licensee's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Licensee's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include

as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Licensee.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against San Diego and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for San Diego.

3.02.5 **Reservation of Rights.** San Diego reserves the right, from time to time, to review the Licensee's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to San Diego. San Diego will reimburse San Diego for the cost of the additional premium for any coverage requested by San Diego in excess of that required by this Agreement without overhead, profit, or any other markup.

3.02.6 **Additional Insurance.** Licensee may obtain additional insurance not required by this Agreement.

3.02.7 **Excess Insurance.** All policies providing excess coverage to San Diego shall follow the form of the primary policy or policies including but not limited to all endorsements.

SECTION 4: TERMS AND CONDITIONS OF OCCUPANCY

4.01 Form of Agreement. This Agreement is a license granting conditional permission to use and occupy real property, as a tenancy or other estate at will, and is not a lease and shall not be construed as such. Except to the extent otherwise required by law, the provisions of the California Civil Code relating to the lease of real property shall not apply to this Agreement. Licensee's interest in the Property shall not ripen to a leasehold or fee interest.

4.02 Right to Occupy. Licensee's right to occupy the License Area may be terminated by San Diego at any time if Licensee fails to satisfactorily perform under this Agreement. San Diego reserves the right to terminate this Agreement as may be provided for elsewhere herein.

4.03 No Nuisance. Licensee shall not use the License Area in any manner, which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.

4.04 Disabled Access Compliance. Licensee shall comply with the Americans with Disabilities Act of 1990 ("ADA") and Title 24 of the California Code of Regulations ("building code") as defined in Section 18910 of the California Health and Safety Code and any other

applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.

Additionally, Licensee hereby certifies that it agrees to comply with San Diego's Americans with Disabilities Act Compliance/City Contracts requirements set forth in San Diego Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

SECTION 5: IMPROVEMENTS/ALTERATIONS/REPAIRS

5.01 Acceptance of Property. Licensee accepts the License Area in its present As-Is and Where-Is condition without warranty, expressed or implied. By signing this Agreement, Licensee represents and warrants that it has independently inspected the License Area and the area immediately surrounding the License Area and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Property and all improvements appurtenant thereto. Licensee acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement and its use of the License Area, and that San Diego has made no warranty or representation with regard to the License Area. Licensee further acknowledges that the License Area is in the condition called for by this Agreement, and San Diego shall not be responsible for any latent defect or change in condition in the License Area and Licensee's obligations under this Agreement shall not be diminished on account of any defect in the License Area, any change of condition, or any damages occurring on the License Area. Licensee hereby releases San Diego from all future claims, actions, or demands that Licensee may have or may hereinafter have, known and unknown, in any way relating to the quality, fitness, or condition of the License Area, and Licensee specifically waives all rights under California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.02 Waste, Damage, or Destruction. Licensee shall give notice to San Diego of any fire or other damage that occurs on the License Area within **forty-eight (48) hours** of such fire or damage. Licensee shall not commit or suffer to be committed any waste or injury or any public or private nuisance. If the License Area shall be damaged by any cause which puts the License Area into a condition which is not decent, safe, healthy and sanitary, Licensee agrees to make or cause to be made full repair of said damage and to restore the License Area to the condition which existed prior to said damage; or, at San Diego's option, and upon receipt of written demand thereof, Licensee agrees to clear and remove from the Property all debris resulting from said damage and repair the License Area in accordance with plans and specifications previously submitted to San Diego and approved in writing in order to replace in kind and scope the improvements which existed prior to such damage. Licensee shall be responsible for any and all costs and expenses incurred in accordance with this subsection 6.02 in the repair and restoration, or rebuilding of the License Area or the clearing and removal of debris from the Property. San Diego makes no guarantee nor does it agree to make any repairs at Licensee's request.

Licensee shall not cause or permit any hazardous material to be used, stored, transported, generated, or released in or about the License Area by Licensee, Licensee's agents, employees, contractors, licensees, or invitees. For the purposes of this provision, a release

shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous Material" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and State lists is on file in the Office of the San Diego City Clerk as Document 769704 and by this reference is incorporated into this Agreement. If any release of a hazardous substance occurs as a result of Licensee's use, development, or maintenance of the Property ("Licensee's Operations"), Licensee shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities. In addition to subsection 4.01 of this Agreement, Licensee shall protect, defend, indemnify and hold San Diego and Chula Vista and their respective directors, officers, employees, officials, volunteers and agents, harmless from and against any and all claims, costs, and expenses related to environmental liabilities resulting from Licensee's Operations, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies. If Licensee knows or has reasonable cause to believe that any hazardous substance has been released on or within the Property, Licensee shall give written notice to San Diego and Chula Vista within three (3) business days after receipt of such knowledge or cause for belief. If Licensee knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Licensee shall notify San Diego and Chula Vista by the most immediate means available and immediately upon receipt of such knowledge or belief and shall take all actions necessary to minimize the danger. Licensee shall notify San Diego and Chula Vista immediately of any notice of violation received or initiation of environmental actions or private lawsuits related to the Property.

5.03 Maintenance. Licensee agrees to assume full responsibility and cost for the operation and maintenance of the License Area throughout the term of this Agreement. Licensee will make customary and usual maintenance necessary to maintain and preserve the License Area, all improvements and other public areas, in a decent, safe, healthy, and sanitary condition satisfactory to San Diego and in compliance with all applicable laws. All maintenance and other Licensee duties set forth herein shall, during the term hereof, be done at Licensee's sole cost and expense and San Diego shall not be called upon for any outlay or expense related thereto.

5.04 Liens. Licensee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to all or any portion of the Property without the prior written consent of the San Diego City Manager. Licensee shall promptly, at its sole expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the License Area for which Licensee does not have the prior written consent of the San Diego City Manager. In addition to subsection 4.01 of this Agreement, Licensee shall protect, defend, indemnify, and hold San Diego, its directors, officers, employees, officials, volunteers and agents, harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Property, including without limitation Licensee's failure or the failure of any contractor or subcontractor hired by Licensee to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

5.05 Breach by Licensee. Licensee's refusal or failure to meet its obligations under this Section 6 shall be deemed a breach of this Agreement.

SECTION 6: GENERAL PROVISIONS

6.01 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed, postage prepaid, to the respective party as follows:

To San Diego:

The City of San Diego
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101
(619) 236-6020

To Licensee:

Otay Project, LP
c/o Baldwin & Sons
Attention: Stephen M. Haase, Senior Vice President
610 West Ash Street, Suite 1500
San Diego, CA. 92101

With Copy to:

San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, CA 92101-4106

With Copy to:

City of Chula Vista
Department of Public Works/ Engineering
276 Fourth Avenue
Chula Vista, CA 91910
Attention: Rick Ryals, Real Property Manager

With Copy to:

Otay Project LP
c/o Otay Ranch New Homes
Attention: Rob Cameron, Executive Vice President
1392 East Palomar Street, Suite 202
Chula Vista, CA 91913

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (ii) three working days following the deposit in the United States Mail of certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above, or (iii) actual receipt if made by recognized reliable carrier service who maintains a receipt of delivery.

6.02 San Diego Approval. Whenever required under this License, San Diego's consent or approval shall mean the written consent or approval of the San Diego City Manager, or his or her designee ("City Manager"), unless otherwise expressly provided, without need for further resolution by the City Council. San Diego's discretionary acts hereunder shall be made in the City Manager's discretion, unless otherwise expressly provided. All references to "City Manager" herein shall be deemed to refer to the Mayor of San Diego or his or her designee for the duration San Diego operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City Charter of the City of San Diego.

6.03 Nondiscrimination. Licensee shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers, or the use, occupancy, tenure or enjoyment of the Property, nor shall Licensee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation. Licensee shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Licensee understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment, and other sanctions. This language shall be in contracts between Licensee and any Subcontractors, vendors and suppliers.

6.04 Entire Agreement. This Agreement comprises the entire integrated understanding between San Diego and Licensee concerning the use and occupation of the Property and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

6.05 Interpretation of the Agreement. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available.

a. The Licensee shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

b. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

c. This Agreement shall inure to the benefit of and be binding upon the parties hereto.

6.06 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto.

6.07 Assignment and Subletting-No Encumbrance. This Agreement and any portion thereof shall not be transferred, or sublet, nor shall any of the Licensee's duties be delegated, without the express written consent of San Diego, which may not be unreasonably withheld or delayed in San Diego's sole and absolute discretion. Any attempt to assign or delegate this Agreement without the express written consent of San Diego shall be void and of no force or effect. Any assignment by operation of law shall automatically terminate this License.

6.08 Other Regulations. All use of the Property by Licensee under this Agreement shall be in accordance with the laws of the United States of America, the State of California, the County of San Diego, and in accordance with all applicative rules and regulations and ordinances of the City of Chula Vista now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by local, state or federal law.

6.9 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this Agreement and, except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.

6.10 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

6.11 Gender/Singular/Plural. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

6.12 Non-liability of Officials. No member, official or employee of San Diego shall be personally liable to Licensee, its assigns or successors in interest, in the event of any default or breach by San Diego, for any amount which may become due to Licensee, its assigns or successors, or in any obligations under the terms of this Agreement.

6.13 Relationship between San Diego and Licensee. It is hereby acknowledged that the relationship between San Diego and Licensee is that of landowner and licensee at will and not that of a partnership or joint venture and that San Diego and Licensee shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, San Diego shall have no duties or obligations with respect to the improvement, maintenance or upkeep of the Property.

6.14 Severance. If any part of this Agreement is invalid by reason of law or governmental regulation, or if any provisions are waived by San Diego, the remaining portions of this Agreement shall remain in full force and effect.

6.15 No Decision. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Property. This Agreement shall be strictly limited to and for the purposes expressed herein.

6.16 Venue. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, any litigation concerning this Agreement shall be initiated in the Superior Court of San Diego County, Central Division.

6.17 Joint and Several Responsibility. If Licensee includes more than one person or legal entity, each such person and legal entity shall be jointly and severally responsible for the performance of each and every obligation of Licensee under this License.

6.18 Taxes. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Property, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed or maintained by Licensee, or levied by reason of Licensee's occupancy, use, development, maintenance or restoration of the Property, including any licenses or permits. Licensee acknowledges that this Agreement may create a possessory interest subject to property taxation, and that Licensee may be subject to the payment of taxes levied on that interest. Licensee shall pay all such possessory interest taxes.

6.19 Waiver. The property constituting the Property is publicly owned and held in trust for the benefit of San Diego's citizens. San Diego's failure to insist upon the strict performance of any of Licensee's obligations under this Agreement, in one or more instances, shall not be construed as a waiver of any such obligation or any other obligation, and the same shall remain in full force and effect. San Diego's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing executed by San Diego to constitute a valid and binding waiver. San Diego's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. San Diego's failure to discover a default or take prompt action to require the cure of any default shall not result in any equitable estoppels, but San Diego may at any and all times require the cure of the default.

6.20 Drug-Free Workplace. Licensee shall comply with San Diego's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

6.21 Equal Benefits Ordinance. This Agreement is subject to the San Diego Equal Benefits Ordinance ("EBO"). All contractors are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit "C". Effective January 1, 2011, any contract awarded from this solicitation is subject to the EBO, Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, Licensee must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Agreement [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. Licensee must notify employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

Licensee also must give San Diego access to documents and records sufficient for San Diego to verify Licensee is providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on

San Diego's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

SECTION 7: THIRD-PARTY BENEFICIARY

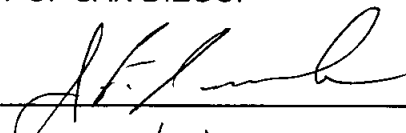
7.01 Chula Vista as Third-Party Beneficiary. The City of Chula Vista is a third-party beneficiary of this Agreement. The terms and conditions herein, including indemnification, shall apply to all matters between Chula Vista and the Parties to this Agreement that arise from the performance of this Agreement.

SECTION 8: SIGNATURES

8.01 Signatories. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and San Diego. Each person executing this License on behalf of another legal entity shall provide San Diego with evidence, satisfactory to San Diego that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

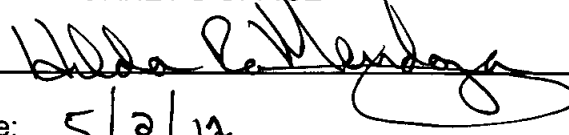
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this License Agreement to be executed as of, but not necessarily on, the Effective Date by setting hereunto their signatures herein below.

CITY OF SAN DIEGO:

By:  **James F. Barwick, CCIM**
Director, Real Estate Assets
Date: 5/2/12

APPROVED AS TO FORM AND LEGALITY:

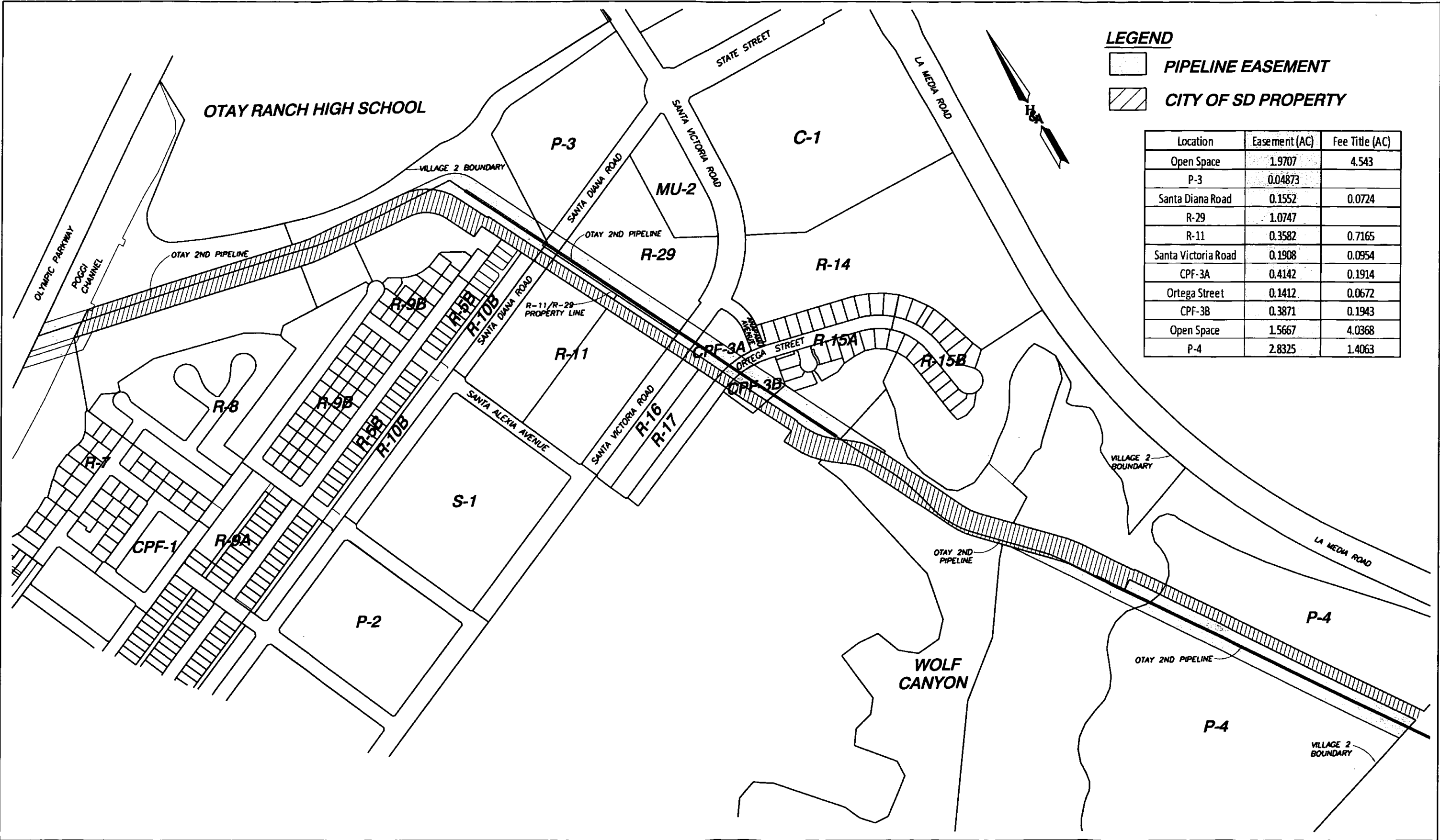
CITY ATTORNEY'S OFFICE

By: 
Date: 5/2/12

LICENSEE:

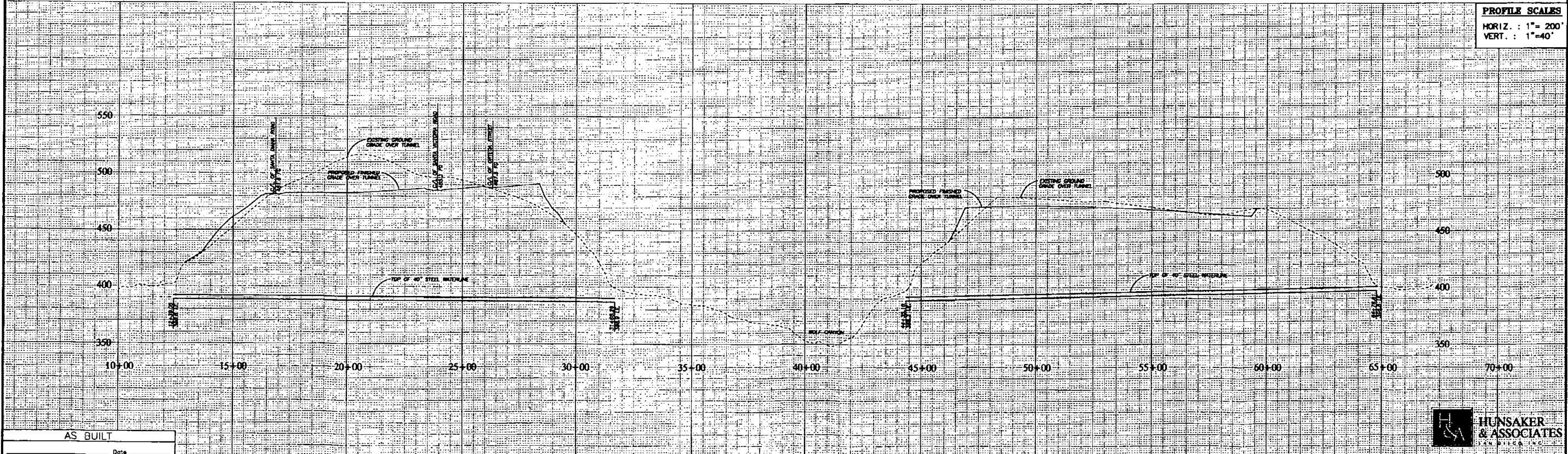
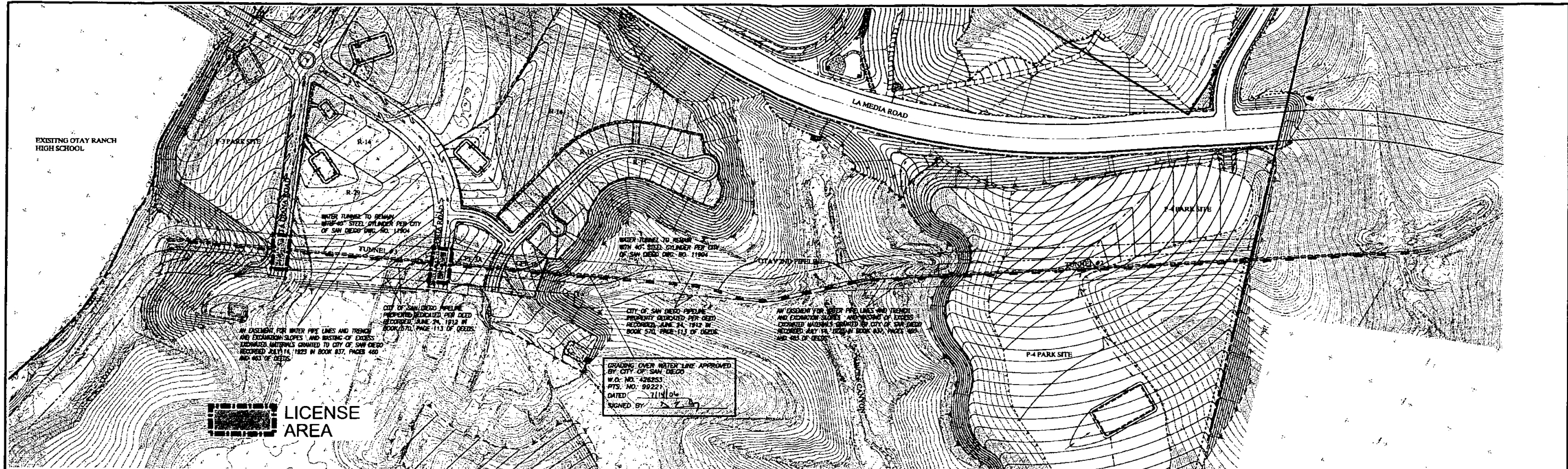
By:  **BRIAN CANAPIS**
Date: APRIL 23, 2012

EXHIBIT 'A'
OTAY RANCH VILLAGE 2 PIPELINE AREAS



Location	Easement (AC)	Fee Title (AC)
Open Space	1.9707	4.543
P-3	0.04873	
Santa Diana Road	0.1552	0.0724
R-29	1.0747	
R-11	0.3582	0.7165
Santa Victoria Road	0.1908	0.0954
CPF-3A	0.4142	0.1914
Ortega Street	0.1412	0.0672
CPF-3B	0.3871	0.1943
Open Space	1.5667	4.0368
P-4	2.8325	1.4063

EXHIBIT B



**LOTAY RANCH - VILLAGE 2, PHASE 1
ROUGH GRADING PLAN**

PROFILE SCALES
HORIZ. : 1" = 200'
VERT. : 1" = 40'



**HUNSAKER
& ASSOCIATES**

ENGINEERING: San Diego, Ca 92121
SURVEYING: PH(619)558-4500 • FX(619)558-1414

SIN. NO. 25-356

AS BUILT

_____ Date _____
 SIGNATURE
ALISA S. WALPANDO P.E. No. 47945
 Printed Name
 My Registration Expires _____ Discipline Civil

CONSTRUCTION RECORD	
Contractor	
Inspector	
Date Completed	

RS (HILL) 4690 Review Comments Page 3 of 4

REFERENCES	BY	REVISIONS

[illegible]

Date	App'd	BENCH MARK
		DESCRIPTION: 3" BRASS DISK [154324] IN WY MONUMENT @ C/L INTERSECTION OF RUTGERS CITY LAKES ROAD (PT #4010 PER R.O.S. 148 CHULA VISTA RM# 84010

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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SCALE
Horizontal

vertical	

Designed By	Drawn By	Checked By
Y.C.	J.C.	A.S.V.
Plans Prepared Under Supervision Of		

ALISA S. VIALPANDO R.C.E. No. 47945

Submitted _____
By _____

Office

Approved _____
By _____

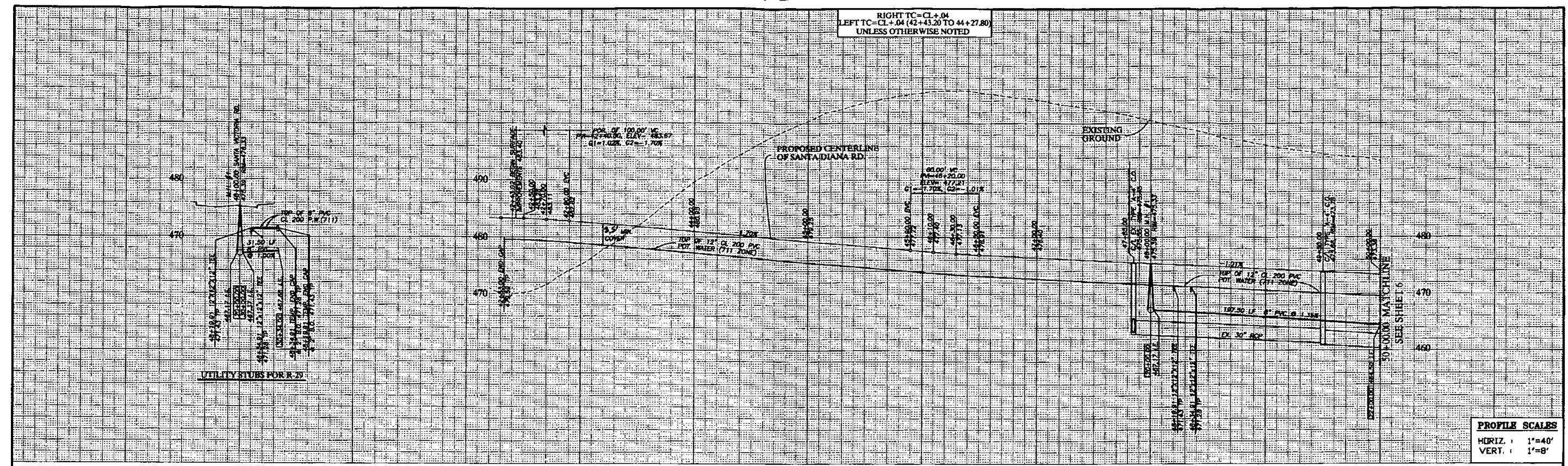
CITY OF CHULA VISTA ENGINEERING DEPARTMENT
PLAN AND PROFILE FOR: OTAY 2nd PIPELINE
OTAY RANCH - VILLAGE 2 PHASE 1

CHULA VISTA TRACT NO. 06-05

Drawing No.
05101-40

W.O. No. OR-805G

EXHIBIT B

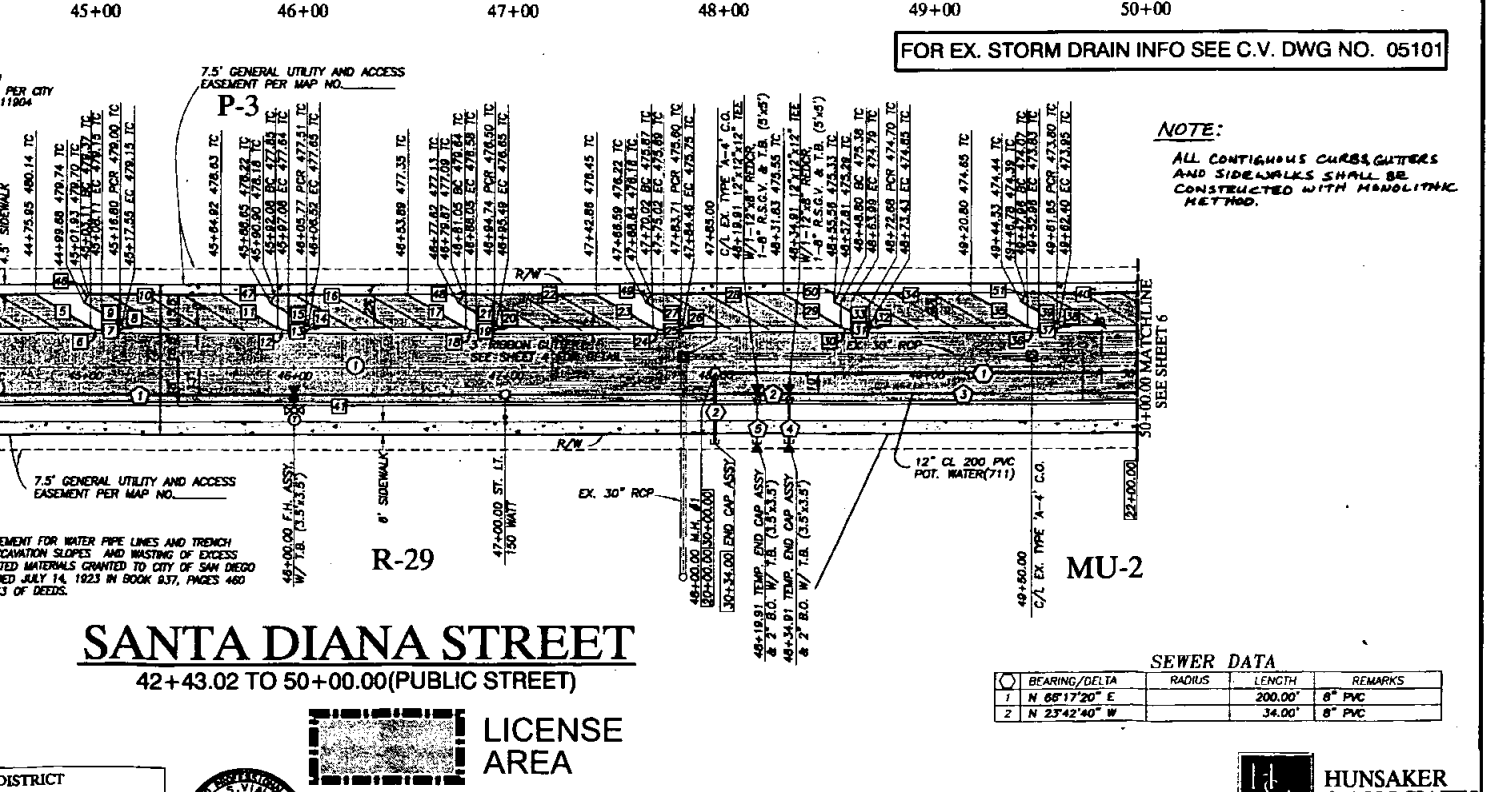


CENTERLINE DATA				
BEARING/DELTA	RADIUS	LENGTH	REMARKS	
1 N 66°17'20" E	757.00'			

CURB DATA				
BEARING/DELTA	RADIUS	LENGTH	REMARKS	
1 N 66°17'20" E	1.50'	184.78'	8" TYPE "G-2"	
2 150°00'00"		3.93'	6" TYPE "G-2"	
3 N 63°42'40" W	20.61'	20.61'	TYPE "B-1" CURB	
4 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
5 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
6 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
7 N 66°17'20" E		8.69'	6" TYPE "G-2"	
8 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
9 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
10 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
11 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
12 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
13 N 66°17'20" E		8.69'	6" TYPE "G-2"	
14 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
15 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
16 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
17 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
18 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
19 N 66°17'20" E		8.69'	6" TYPE "G-2"	
20 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
21 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
22 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
23 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
24 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
25 N 66°17'20" E		8.69'	6" TYPE "G-2"	
26 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
27 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
28 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
29 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
30 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
31 N 66°17'20" E		8.69'	6" TYPE "G-2"	
32 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
33 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
34 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
35 N 63°44'25" W	31.35'	31.35'	TYPE "B-1" CURB	
36 29°58'15"	10.00'	5.23'	6" TYPE "G-2"	
37 N 66°17'20" E		8.69'	6" TYPE "G-2"	
38 150°01'45"	1.50'	3.93'	6" TYPE "G-2"	
39 N 63°44'25" W	20.63'	20.63'	TYPE "B-1" CURB	
40 N 66°17'20" E		63.00'	TYPE "B-1" CURB	
41 N 66°17'20" E		757.00'	6" TYPE "G-2"	

CURB DATA (CONTINUED)				
BEARING/DELTA	RADIUS	LENGTH	REMARKS	
42 50°42'13"	20.00'	17.70'	AC BERM (G-5, A)	
43 281°24'25"	40.00'	186.48'	AC BERM (G-5, A)	
44 50°42'13"	20.00'	17.70'	AC BERM (G-5, A)	
45 N 61°17'20" E	4.50'	4.50'	TYPE "B-1" CURB	
46 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	
47 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	
48 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	
49 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	
50 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	
51 N 61°15'35" E	4.50'	4.50'	TYPE "B-1" CURB	

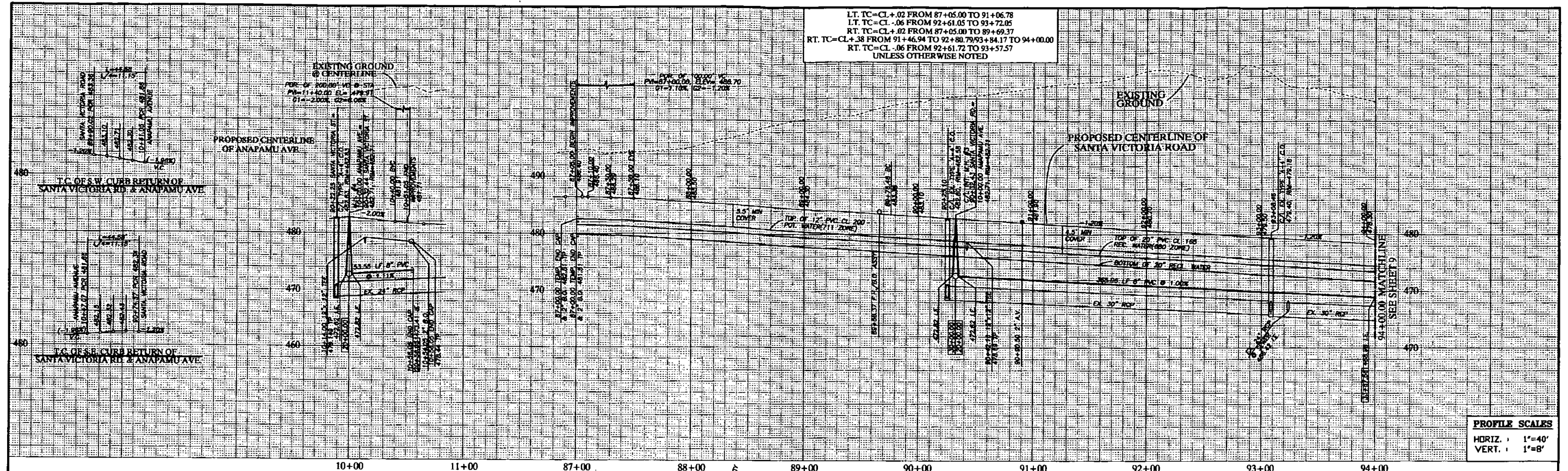
WATER DATA				
BEARING/DELTA	RADIUS	LENGTH	REMARKS	
1 N 66°17'20" E		586.91'	12" PVC/CL 200"	
2 N 66°17'20" E		15.00'	12" PVC/CL 200"	
3 N 66°17'20" E		165.09'	12" PVC/CL 200"	
4 N 23°42'40" W	24.00'	24.00'	8" PVC/CL 200"	
5 N 23°42'40" W	24.00'	24.00'	8" PVC/CL 200"	



CITY "AS-BUILT"		O.W.D. "AS-BUILT"		UTILITY NOTE	
DATE: 12/31/07		DATE: 12/31/07		ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE PLOTTED FROM RECORD DATA AT THEIR APPROXIMATE LOCATIONS. UNDERGROUND FACILITIES MAY EXIST WHICH HAVE NOT BEEN REPORTED OR ARE NOT OF RECORD. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PERTINENT UTILITIES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.	
BY: ALISA S. VALPANDO		BY: ALISA S. VALPANDO		DESIGNED BY: ALISA S. VALPANDO	
P.E. NO.: 47945		P.E. NO.: 47945		DRAWN BY: ALISA S. VALPANDO	
MY REGISTRATION EXPIRES: 12/31/07		MY REGISTRATION EXPIRES: 12/31/07		CHECKED BY: ALISA S. VALPANDO	
REFERENCES: C.C.V. DWG 05101		REVISIONS: 1/1/07		SCALE: 1"=40'	
CONTRACTOR: HUNSAKER & ASSOCIATES		BY: ALISA S. VALPANDO		SUBMITTED: 12/7/06	
INSPECTOR: ALISA S. VALPANDO		DATE: 11/13/06		APPROVED: ALISA S. VALPANDO	
DATE COMPLETED: 12/7/06		DATE: 11/13/06		OFFICE: CIVIL	
CITY OF CHULA VISTA		ENGINEERING DEPARTMENT		DRAWING NO. 06036-05	
IMPROVEMENT PLANS FOR: OTAY RANCH VILLAGE 2 EAST		SANTA DIANA RD. 42+43.02 TO 50+00.00		CHULA VISTA TRACT NO. 05-09	
O.W.D. NO. D0261-010178		PLP-06-013		W.D. NO. OR-B051	

OTAY RANCH - VILLAGE 2 EAST
BACKBONE IMPROVEMENT PLAN

EXHIBIT B



CENTERLINE DATA			
BEARING/DELTA	RADIUS	LENGTH	REMARKS
1 N 66°17'20" E		271.46'	
2 6°24'50"	500.00'	55.97'	
3 42°07'11"	500.00'	367.56'	
4 N 30°07'30" W		51.05'	

CURB DATA				
#	BEARING/Delta	RADIUS	LENGTH	REMARKS
1	N 851°20' E		27.46'	6" TYPE "G-2"
2	10°23'30"	481.00'	87.65'	6" TYPE "G-2"
3	4°32'24"	481.00'	36.11'	6" TYPE "G-2"
4	150°30'58"	3.00'	7.88'	6" TYPE "G-2"
5	N 80°50'20" E		23.95'	6" TYPE "B-1" CURB
6	N 6°08'40" W		4.50'	6" TYPE "B-1" CURB
7	1°51'05"	4680.00'	127.28'	6" TYPE "B-1" CURB
8	N 63°43'31" E		35.59'	6" TYPE "B-1" CURB
9	30°03'55"	2.00'	1.05'	6" TYPE "G-2"
10	12°43'11"	477.00'	105.69'	6" TYPE "G-2"
11	150°54'47"	2.00'	5.27'	6" TYPE "G-2"
12	N 50°02'39" E		20.21'	6" TYPE "B-1" CURB
13	N 42°23'54" W		4.10'	6" TYPE "B-1" CURB
14	50°03'05"	480.00'	40.55'	6" TYPE "B-1" CURB
15	1°48'47"	540.00'	17.09'	6" TYPE "B-1" CURB
16	N 52°33'31" E		31.98'	6" TYPE "B-1" CURB
17	25°58'29"	2.00'	1.05'	6" TYPE "G-2"
18	10°58'01"	523.00'	100.28'	6" TYPE "G-2"
19	14°11'43"	2.00'	5.21'	6" TYPE "G-2"
20	N 64°24'20" E		18.12'	6" TYPE "B-1" CURB
21	1°27'02"	540.00'	136.19'	6" TYPE "B-1" CURB
22	N 79°44'38" E		53.15'	6" TYPE "B-1" CURB
23	21°18'35"	513.00'	29.34'	6" TYPE "G-2"
24	85°18'25"	30.00'	44.58'	6" TYPE "G-2"
25	83°00'55"	30.00'	44.58'	6" TYPE "G-2"
26	1°34'58"	513.00'	14.17'	6" TYPE "G-2"
27	45°01'42"	2.00'	1.57'	6" TYPE "G-2"
28	N 21°17'20" E		7.66'	6" TYPE "G-2"
29	N 68°17'20" E		284.38'	6" TYPE "G-2"
30	49°27'30"	20.00'	17.28'	AC BERM (G-SA)
31	27°8'35'30"	40.00'	184.72'	AC BERM (G-SA)
32	49°27'30"	20.00'	17.28'	AC BERM (G-SA)
33	N 30°07'30" W		10.00'	6" TYPE "G-2"
34	N 30°07'30" W		4.50'	6" TYPE "G-2"
35	N 25°35'40" W		10.00'	6" TYPE "B-1" CURB

○	BEARING/Delta	RADIUS	LENGTH	REMARKS
1	N 30°07'30" W		56.05'	8" PVC
2	42°07'11"	500.00'	387.56'	8" PVC

BEARING/DELTA	RADIUS	LENGTH	REMARKS
1 N 89°17'20" E		280.88'	12" PVC CL200'
2 702°37'	510.00'	62.70'	12" PVC CL200'
3 41°09'40"	510.00'	368.38'	12" PVC CL200'
4 N 30°07'30" W		45.58'	12" PVC CL200'

RECLAIMED WATER DATA				
BEARING/DELTA	RADIUS	LENGTH	REMARKS	
A 86°17'20" E		280.18'	20"	PVC CL165"
B 9°18'25"	200.00'	32.49'	20"	PVC CL165"
C 58°58'55" E		5.18'	20"	PVC CL165"
D 44°21'37"	200.00'	16.78'	20"	PVC CL165"
E 44°01'37"	482.00'	370.42'	20"	PVC CL165"

CPF-3A

OTAY WATER DISTRICT

PROJECT # D00281-010178

PERMIT # PLP-06-013 P.Z. W/711-F/680

David T. Chaul 11/13/06

DIRECTOR BY: DATE:

ALISA S. VIALPANO
No. 47945
Exp. 12/31/07
CIVIL
STATE OF CALIFORNIA

SANTA VICTORIA ROAD
(PUBLIC STREET)

**LICENSE
AREA**



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

PLANNING: 10729 Huerfano St. Suite 200
ENGINEERING: San Diego, Ca 92121
SURVEYING: PH(619)558-4500 FX(619)558-1614

TOTAL NUMBER OF SHEETS = 16

CITY "AS-BUILT"

(SIGNATURE) _____ DATE _____
ALISA S. VALPANDO P.E. NO.: 47945
(PRINTED NAME)

MY REGISTRATION EXPIRES: 12/31/07 DISCIPLINE CIVIL

O.W.D. "AS-BUILT"

(SIGNATURE) _____ DATE _____
ALISA S. VALPANDO P.E. NO.: 47945
(PRINTED NAME)

MY REGISTRATION EXPIRES: 12/31/07 DISCIPLINE CIVIL

UTILITY NOTE

ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE PLOTTED FROM RECORD DATA AT THEIR APPROXIMATE LOCATIONS. UNDERGROUND FACILITIES MAY EXIST WHICH HAVE NOT BEEN REPORTED OR ARE NOT OF RECORD. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PERTINENT UTILITIES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.

SALE	Designed By	Drawn By	Checked
Control	S.L.J.	S.L.J.	A
40	Plans Prepared Under Supervision Of		
ical	<u>John S. Hildebrand</u>		Date <u>11/2/66</u>
er	<u>ALICE S. JOHNSON</u>		Page <u>11</u>

Submitted By	Submitted	12/7/06
S.S.V.	By	<i>[Signature]</i>
47045	Office	1

Approved 12/2/06
By [Signature]
Principal Civil Engineer

CITY OF CHULA VISTA		ENGINEERING DEPARTMENT
IMPROVEMENT PLANS FOR:	OTAY RANCH VILLAGE 2 EAST	
	SANTA VICTORIA ROAD 87+00.00 TO 94+00.00	
	CHULA VISTA, TRACT NO. 05.00	

Drawing No.
06036-08

O.W.D. NO. D0261-010178
PLP-06-013

**OTAY RANCH - VILLAGE 2 EAST
BACKBONE IMPROVEMENT PLAN**

I.O. NO. 25-359

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: <u>Otay Project, LP</u>	Contact Name: <u>Stephen M Haase</u>
Company Address: <u>610 West Ash Suite 1500</u>	Contact Phone: <u>619 515-9109</u>
<u>San Diego CA 92101</u>	Contact Email: <u>smhaase@baldwinsons.com</u>

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

☒ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- ☐ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☒ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Stephen M Haase
Name/Title of Signatory

[Signature]
Signature

5-1-12
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	☐ Approved	☐ Not Approved – Reason:
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