

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF CHULA VISTA  
276 Fourth Ave.  
Chula Vista, CA 91910

Attention: City Clerk

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(Space Above For Recorder's Use)

**SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION  
DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO RESTATED AND AMENDED PRE-ANNEXATION DEVELOPMENT AGREEMENT (the "Second Amendment") is entered into and effective as of \_\_\_\_\_, 2021 (the "Effective Date"), by and between HOMEFED VILLAGE III MASTER, LLC, a Delaware limited liability company and HOMEFED OTAY LAND II, LLC, a Delaware limited liability company (the "Owner") and the CITY OF CHULA VISTA, a political subdivision of the State of California (the "City").

**RECITALS**

A. On or about March 18, 1997, City and SNMB, LTD. entered into that certain Amended and Restated Pre-Annexation Development Agreement ("Development Agreement") as approved by the City of Chula Vista by Ordinance No. 2700 and on file with the Chula Vista City Clerk's office as Document No. C097-014.

B. SNMB, LTD. subsequently transferred its interest in the Development Agreement to JJK&K Investments Two, LLC, OV Three Two LLC and RR Quarry, LLC, which in turn transferred its interests in the Development Agreement to SSBT LCRE V, LLC, a Delaware limited liability company ("SSBT"). SSBT subsequently transferred its interest in the Development Agreement to HomeFed Village III, LLC, a Delaware limited liability company, which in turn transferred its interest in the Development Agreement to Owner. Said Owner's property being described on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

C. On or about December 16, 2014, City and Owner entered into that certain First Amendment to Restated Amended Pre-Annexation Development Agreement recorded in the San Diego County Recorder's Office on January 14, 2015 as Document No. 2015-0015682.

D. The property subject to the Development Agreement is part of a master-planned community subject to the Otay Ranch General Development Plan ("GDP") and Village 3 North and a Portion of Village 4 Sectional Planning Area ("SPA") Plan, approved by the City in 2014 and amended in 2016 ("2016 SPA"), and commonly known as "Village 3 North." Adjacent land not subject to the Development Agreement is also part of the GDP and within the Villages 2, 3 and

a Portion of Village 4 SPA Plan approved by the City in 2006 ("2006 SPA") and commonly known as the "FlatRock Parcel."

E. City and Owner wish to further amend the Development Agreement as set forth herein.

F. The City seeks to facilitate the creation of high-quality jobs and economic growth within the SR-125 corridor through development of sites within the University Innovation District SPA, Millenia (formerly Eastern Urban Center) SPA, the Otay Ranch Village 9 SPA, Otay Ranch Village 8 East SPA and/or the Otay Ranch Village 10 SPA by attracting industries and businesses that can accommodate high technology and large manufacturing businesses or academic, institutional, and innovation-related businesses that contribute to the diversification and stabilization of the local economy ("Economic Development Uses").

G. The City also seeks to expedite the construction of much needed rental and for-sale housing to respond to a broadly recognized shortfall of housing supply.

H. The Owner proposes to amend the Chula Vista General Plan and the Otay Ranch General Development Plan ("GDP") to change the existing General Plan land use designations on portions of the property subject to the Development Agreement from Office & Professional to Residential High and from Residential Medium to Residential Medium High designations. Concurrently, the owner of the FlatRock Parcel proposes General Plan and GDP changes to the existing designation on portions of its property from Research & Limited Industrial to Residential Medium High. The Owner further proposes to amend the Village 3 North and a Portion of Village 4 Sectional Planning Area ("SPA") Plan and two new tentative maps consistent with the GDP described above. Collectively, these amendments and tentative maps ("Entitlements") enable and accelerate development of housing opportunities for City residents in newly established residential neighborhoods with retail and community amenities. Owner is proposing to utilize existing, unallocated, and unused units previously approved within Village 3 as well as previously approved units to be transferred from Village 9 to Village 3. No new residential units are proposed.

I. Moreover, the Owner proposes a financial contribution to the City to be used toward Economic Development Uses to advance City interests, addressed above, and serve the public by attracting high-quality job producing businesses and educational anchor institutions.

J. The commitments of the Owner made in this Agreement allow the City to realize significant economic, social, or other public benefits.

K. Unless otherwise defined herein, capitalized terms as used herein shall have the same meaning as given thereto in the Development Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City agree as follows:

1. Term. The following language shall be added after the phrase "twenty (20) years" and before the phrase "(the term)" in the fourth sentence of Section 3 of the Development Agreement:

“from \_\_\_\_\_, 2021, the effective date of this Second Amendment.”

2. Owner’s Financial Contribution. Not later than ninety (90) days from the later to occur of the following: (i) the date of written request of City following the Effective Date, and (ii) the expiration of all applicable statutes of limitations within which to file legal challenges to the Second Amendment, GDP and Entitlements concurrently approved by the City in connection therewith, with no such legal challenges having been filed, Owner shall contribute one million dollars (\$1,000,000) to the City, which funds shall be used exclusively for Economic Development Uses (the “Initial Contribution”). Thereafter, Owner shall contribute an additional three million dollars (\$3,000,000) to the City not later than thirty (30) days from the City’s written notice of the sooner to occur of the following: (i) the City’s issuance of the 224th certificate of occupancy to Owner for Otay Ranch Village 3, Neighborhood R-19, or (ii) the commencement of construction of an Economic Development Use as defined above and enacted by an action of the City Council (the “Remaining Contribution”). In any case, the Remaining Contribution shall not be paid to City sooner than eighteen (18) months from the Effective Date. If the Remaining Contribution has not been paid to City within thirty-six (36) months of the Effective Date, then the Remaining Contribution shall accrue compound interest at a rate of two percent (2%) per annum, until the date payment is remitted to the City. Any and all funds contributed to the City pursuant to this Agreement, including interest accrued thereon, shall be used exclusively for Economic Development Uses. Expenditures toward Economic Development Uses shall be at the City’s sole and absolute discretion and shall be subject to approval of the Chula Vista City Council. City and Owner agree that a minimum of one million dollars (\$1,000,000) shall be used for the future planning, engineering, or marketing costs associated with development of University and Innovation District land.

3. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Development Agreement shall remain unmodified and in full force and effect.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Second Amendment to Restated and Amended Pre-Annexation Development Agreement has been executed as of the day and year first above written.

CITY OF CHULA VISTA, a political  
subdivision of the State of California

By:

\_\_\_\_\_  
Mary Salas, Mayor

Attested By:

\_\_\_\_\_  
Kerry K. Bigelow, City Clerk

APPROVED AS TO FORM

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

HOMEFED VILLAGE III MASTER, LLC, a  
Delaware limited liability company

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

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

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

HOMEFED OTAY LAND II, LLC, a  
Delaware limited liability company

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

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

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

## ACKNOWLEDGMENT

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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\_\_\_\_\_

(Seal)

## ACKNOWLEDGMENT

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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\_\_\_\_\_

(Seal)

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### PARCEL A (VILLAGE 3 R-6, O-1, AND R-21c)

LOTS 770 THROUGH 813, INCLUSIVE, 826, 827, "M", "N", AND "BB" OF CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

TOGETHER WITH AVENIDA SENECA, CALLE MARIN AND PASEO LUMINOSO AS SHOWN ON SAID MAP.

#### PARCEL B (VILLAGE 3 REMAINDER)

PARCEL 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 FILE NO. 2015-7000022, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 3 LYING WITHIN CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

#### PARCEL C (VILLAGE 8 EAST)

PARCELS 1 AND 2 OF PARCEL MAP NO. 21215, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JANUARY 29, 2015 AS FILE NO. 2015-7000023, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2 DESCRIBED IN THE

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST RECORDED DECEMBER 10, 2014, AS INSTRUMENT NO. 2014-0543530 OF OFFICIAL RECORDS, AS ACCEPTED BY THE CITY OF CHULA VISTA IN DOCUMENT RECORDED JUNE 23, 2015, AS INSTRUMENT NO. 2015-0326142, OF OFFICIAL RECORDS.

PARCEL D (VILLAGE 8 EAST-PIPELINE)

ALL THAT PORTION OF THE SAN DIEGO PIPELINE RIGHT-OF-WAY GRANTED TO THE CITY OF SAN DIEGO PER DEED RECORDED JANUARY 31, 1913 IN BOOK 598, PAGE 54 OF DEEDS, LYING 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST BOUNDARY CORNER OF PARCEL MAP NO. 21215, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF SAID COUNTY RECORDER JANUARY 29, 2015; THENCE ALONG THE BOUNDARY THEREOF, ALSO BEING THE EASTERLY LINE OF LOTS 25 AND 24 OF SAID OTAY RANCHO, NORTH 18°40'35" WEST, 3680.88 FEET (N18°40'35"W, 3680.88' PER SAID PARCEL MAP) TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SAN DIEGO PIPELINE RIGHT-OF-WAY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PARCEL MAP AND SAN DIEGO PIPELINE RIGHT-OF-WAY BOUNDARIES SOUTH 79°53'28" WEST, 126.70 FEET TO THE EASTERLY SIDELINE OF STATE ROUTE 125 SHOWN AND DESCRIBED ON RECORD OF SURVEY MAP NO. 20626, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF SAID COUNTY RECORDER NOVEMBER 20, 2009; THENCE CONTINUING SOUTH 79°53'28" WEST, 114.03 FEET TO THE BEGINNING OF A 149.18 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°12'00" A DISTANCE OF 49.99 FEET; THENCE SOUTH 60°41'28" WEST, 275.90 FEET TO THE BEGINNING OF A 366.48 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00" A DISTANCE OF 70.36 FEET; THENCE SOUTH 71°41'28" WEST, 19.21 FEET TO THE WESTERLY SIDELINE OF SAID STATE ROUTE 125; THENCE CONTINUING SOUTH 71°41'28" WEST, 372.54 FEET TO THE BEGINNING OF A 366.48 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°32'56" A DISTANCE OF 176.21 FEET; THENCE NORTH 80°45'36"



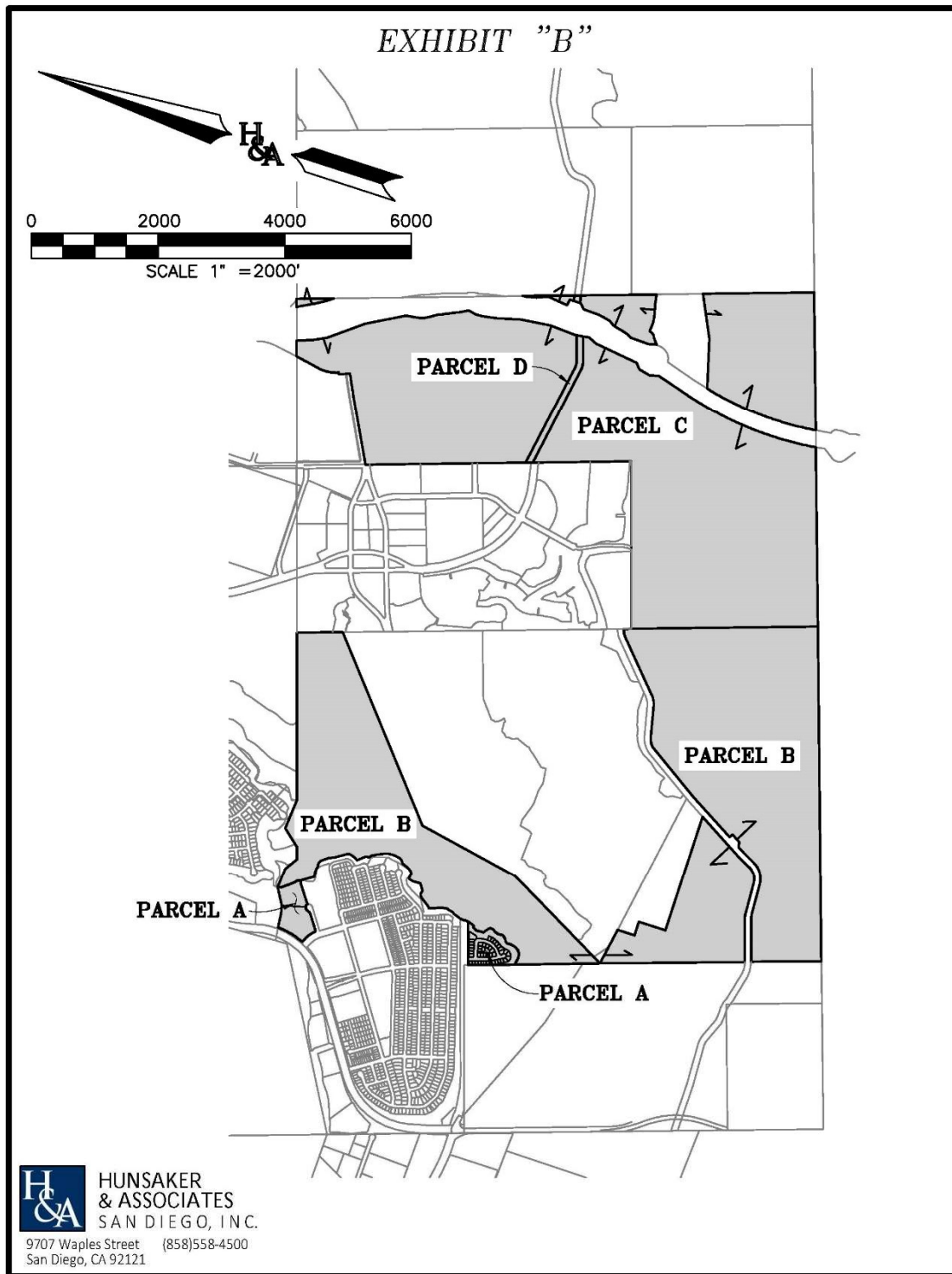
WEST, 1642.06 FEET TO AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY AND THE WESTERLY LINE OF SAID LOT 24; THENCE LEAVING SAID PARCEL MAP AND SAN DIEGO PIPELINE RIGHT-OF-WAY BOUNDARIES ALONG SAID WESTERLY LINE NORTH 18°40'05" WEST, 113.16 FEET TO THE NORTHERLY LINE OF SAID PIPELINE RIGHT-OF-WAY AND AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY, SAID NORTHERLY LINE BEING 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE HEREINABOVE DESCRIBED SOUTHERLY LINE OF SAID PIPELINE RIGHT-OF-WAY; THENCE LEAVING SAID WESTERLY LINE OF LOT 24 ALONG SAID PARCEL MAP AND PIPELINE RIGHT-OF-WAY BOUNDARIES SOUTH 80°45'36" EAST, 1695.02 FEET TO THE BEGINNING OF A 266.48 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°32'56" A DISTANCE OF 128.13 FEET; THENCE NORTH 71°41'28" EAST, 389.79 FEET TO SAID WESTERLY SIDELINE OF SAID STATE ROUTE 125; THENCE CONTINUING NORTH 71°41'28" EAST, 1.95 FEET TO THE BEGINNING OF A 266.48 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00" A DISTANCE OF 51.16 FEET; THENCE NORTH 60°41'28" EAST, 275.90 FEET TO THE BEGINNING OF A 249.18 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°12'00" A DISTANCE OF 83.50 FEET; THENCE NORTH 79°53'28" EAST, 136.40 FEET TO A POINT ON SAID EASTERLY SIDELINE OF STATE ROUTE 125; THENCE CONTINUING NORTH 79°53'28" EAST, 89.26 FEET TO THE EASTERLY LINE OF SAID LOT 24, BEING AN ANGLE POINT IN SAID PARCEL MAP BOUNDARY; THENCE LEAVING SAID PARCEL MAP AND PIPELINE RIGHT-OF-WAY BOUNDARIES ALONG SAID EASTERLY LINE OF LOT 24 SOUTH 18°40'35" EAST, 101.13 FEET TO THE **TRUE POINT OF BEGINNING**.

**EXCEPTING THEREFORM** THE HEREINABOVE DESCRIBED PARCEL OF LAND ANY PORTION OF STATE ROUTE 125 AS SHOWN AND DESCRIBED ON SAID RECORD OF SURVEY MAP NO. 20626.

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

2/11/21  
P.L.S. 8553





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