54

(O-94-63)

ORDINANCE NUMBER O- 18038 (NEW SERIES)

ADOPTED ON FEB 22 1994

AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CALMAT CO., MBM ASSOCIATES, MBM WEST II AND MISSION COLONY PARTNERS, MISSION VALLEY ONE, LTD., MISSION VALLEY PARTNERSHIP, R.E. HAZARD CONTRACTING COMPANY, HAZARD CENTER ASSOCIATES, AND SAN DIEGO BOND - MBM ASSOCIATES, LTD., THEREBY AMENDING THE DEVELOPMENT AGREEMENT MADE AND ENTERED INTO ON JANUARY 6, 1983, INCLUDING AMENDMENT NO. 1, ENTERED INTO ON AUGUST 1, 1983, NO. 2, ENTERED INTO ON MARCH 16, 1987, AND NO. 3, ENTERED INTO ON OCTOBER 19, 1992.

WHEREAS, CALMAT CO., MBM ASSOCIATES, MBM WEST II AND MISSION COLONY PARTNERS, MISSION VALLEY ONE, LTD., MISSION VALLEY PARTNERSHIP, R.E. HAZARD CONTRACTING COMPANY, HAZARD CENTER ASSOCIATES, AND SAN DIEGO BOND - MBM ASSOCIATES LTD. ("Owners"), are the owners or equitable owners of that certain real property known as the First San Diego River Improvement Project (FSDRIP) specific planning area consisting of approximately 254 acres within the Mission Valley Community planning area; and

WHEREAS, the parties desire to amend the First San Diego River Improvement Project Development Agreement to modify a processing requirement that all property owners within the Development Agreement/Specific Plan boundaries consent to any and all future amendments; and

WHEREAS, The City of San Diego, a charter city, is authorized pursuant to Government Code sections 65864 - 65869.5

to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process. The City further enters into this Development Agreement pursuant to its Charter and self-rule powers and San Diego Municipal Code sections 105.0101 et seq.; and

WHEREAS, the parties desire to amend the Development Agreement relating to the above-described real property in conformance with the provisions of the Government Code in order to achieve revised development of private land uses together with the provision of public services, public uses, and urban infrastructure all in the promotion of the health, safety, and general welfare of the City of San Diego; and

WHEREAS, pursuant to the terms of this Fourth Amendment to the Development Agreement, Owners will continue to provide substantial public improvements and benefits to the City. In consideration of the public improvements and benefits to be provided by Owners pursuant to the amended Development Agreement, and in order to strengthen the public planning process and reduce the economic costs of development, by the Fourth Amendment to the Development Agreement the City intends to give Owner assurance that Owner can continue with the development of the subject property for the term of the Development Agreement pursuant to the amended Development Agreement; and

WHEREAS, on January 6, 1994, the Planning Commission of The City of San Diego, after giving notice pursuant to Government

Code sections 65854, 65854.5, 65856, and Section 105.0103 of the San Diego Municipal Code held a public hearing on the application for the Fourth Amendment to the Development Agreement; and

WHEREAS, the Council of The City of San Diego, after providing public notice as required by law, held a public hearing on Owners' application, wherein all persons desiring to be heard were heard, and pursuant to said public hearing the Council recommended approval of the Fourth Amendment to the Development Agreement; and

WHEREAS, the Council finds that the Fourth Amendment to the Development Agreement is consistent with the Progress Guide and General Plan and the Mission Valley Community Plan, as well as all other applicable policies and regulations of The City of San Diego; and

WHEREAS, the Council has reviewed and considered the Fourth Amendment to the Development Agreement and determined the content of the Fourth Amendment to the Development Agreement to be complete and correct; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. The Council finds and determines the facts stated above to be true.

Section 2. The Council further finds with respect to the Fourth Amendment to the Development Agreement that:

A. It is consistent with the objectives, policies, programs and uses specified in the Progress Guide and General Plan and the Mission Valley Community Plan.

B. It will not be detrimental to the public health, safety and general welfare.

C. It will promote the orderly development of property or the preservation of property values in accordance with good land use practice.

Section 3. The Council hereby approves the Fourth Amendment to the First San Diego River Improvement Project Development Agreement, in the form attached hereto, and authorizes and directs the City Manager to execute said Amendment, a copy of which is on file in the office of the City Clerk as Document No. OO-18038. The City Clerk is directed to record said Amendment and this ordinance with the County Recorder of San Diego County within ten days after its execution.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By Janis Sammartino
Janis Sammartino
Senior Chief Deputy City Attorney

JS:pev
01/24/94
Or.Dept:Plan.
O-94-63
Form=o.devagr

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT

This FOURTH AMENDMENT TO FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT DEVELOPMENT AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 19____, by and between THE CITY OF SAN DIEGO, a municipal corporation ("City"); and CALMAT CO., a Delaware corporation, formerly known as CONROCK CO., MBM ASSOCIATES, a California limited partnership, MBM WEST II and MISSION COLONY PARTNERS, a California general partnership, MISSION VALLEY ONE, LTD., MISSION VALLEY PARTNERSHIP, a California limited partnership, a California limited partnership, R.E. HAZARD CONTRACTING COMPANY, a California corporation, HAZARD CENTER ASSOCIATES, a California general partnership, and SAN DIEGO BOND - MBM ASSOCIATES, LTD., a California limited partnership, (hereinafter individually referred to as "Owner" or collectively referred to as "Owners"), with reference to the following:

RECITALS

A. WHEREAS, the First San Diego River Improvement Project Development Agreement ("Agreement") was made and entered into on January 6, 1983 by and between The City of San Diego and MBM Associates, Mission Valley Partners, Mission Valley One, Ltd., Douglas O. Allred, Donald F. Sammis and Conrock Co. A copy of said Agreement is on file in the office of the City Clerk as Document No. 00-15868 and is incorporated herein by reference.

B. WHEREAS, the First Amendment to the Agreement ("First Amendment") was entered into on August 1, 1983. A copy of said First Amendment is on file in the office of the City Clerk as Document No. 00-16015 and is incorporated herein by reference.

C. WHEREAS, the Second Amendment to the Agreement ("Second Amendment") was entered into on March 16, 1987. A copy of said Second Amendment is on file in the office of the City Clerk as Document No. 00-16828 and is incorporated herein by reference.

D. WHEREAS, the Third Amendment to the Agreement ("Third Amendment") was entered into on October 19, 1992. A copy of said Third Amendment is on file in the office of the City Clerk as Document No. 00-17853 and is incorporated herein by reference.

E. WHEREAS, by agreement dated May, 1988, San Diego Bond - MBM Associates, Ltd. became the successor in interest to a portion of the rights and obligations of MBM Associates in the Agreement, First Amendment, Second Amendment and Third Amendment.

F. WHEREAS, by agreement dated October 28, 1988, MBM West II and Mission Colony Partners became the successor in interest to a portion of the rights and obligations of San Diego Bond - MBM Associates, Ltd. in the Agreement, First Amendment, Second Amendment and Third Amendment.

G. WHEREAS, concurrent with execution of the Agreement, the City adopted, by Resolution No. R-257496 dated November 16, 1982, the First San Diego River Improvement Project Specific Plan ("Specific Plan") providing for the land uses and development permitted under the Agreement. A copy of the Specific Plan is on file in the office of the City Clerk and is incorporated herein by reference.

H. WHEREAS, the Specific Plan was first amended pursuant to Resolution No. R-258911 adopted by the City on July 19, 1983. A copy of the amendment is on file in the office of the City Clerk and is incorporated herein by reference.

I. WHEREAS, the Specific Plan was once again amended by the City on April 8, 1986, pursuant to Resolution No. R-265413. A copy of said second amendment ("Hazard Center Amendment (II)") is on file in the office of the City Clerk and is incorporated herein by reference.

J. WHEREAS, the Specific Plan was once again amended by the City on October 6, 1992, pursuant to Resolution No. R-280832. A copy of said third amendment ("San Diego Bond - MBM Associates, Ltd. Amendment (III)") is on file in the office of the City Clerk and is incorporated herein by reference.

K. WHEREAS, the Specific Plan was once again amended by the City on May 4, 1993, pursuant to Resolution No. R-281917. A copy of said fourth amendment ("Park In The Valley Amendment (IV)") is on file in the office of the City Clerk and is incorporated herein by reference. To date, an amendment to the Agreement, incorporating the Park In The Valley Amendment IV, has not been approved by the City.

L. WHEREAS, the Specific Plan was once again amended by the City on December 7, 1993, pursuant to Resolution No. _____. A copy of said fifth amendment ("Rio Vista West Amendment (V)") is on file in the office of the City Clerk and is incorporated herein by reference. To date, an amendment to the Agreement, incorporating the Rio Vista West Amendment V, has not been approved by the City.

M. WHEREAS, Owners now desire to amend the Agreement, as amended, to reflect a new streamlined process to effect future amendments to the Agreement.

N. WHEREAS, the Owners, by this Amendment, seek only to eliminate a provision of the Agreement that requires written consent of each Owner to any and all amendments. The Owners do not, in any way, seek to modify or waive any Owner's right or ability to object to future amendments to the Agreement and/or future FSDRIP Specific Plan amendments.

O. WHEREAS, this Amendment has been adopted in the same manner as the Agreement was adopted by an ordinance as set forth in Government Code Sections 65867, 65867.5 and 65868 and San Diego Municipal Code Sections 105.0101, et seq.

P. AND WHEREAS, the City finds that this Amendment is consistent with the City's General Plan and Progress Guide and with the Specific Plan, as amended, and has completed all necessary proceedings in accordance with the City's rules and regulations for its approval.

NOW, THEREFORE, in consideration of mutual promises, obligations and covenants herein contained, the parties hereto amend the Agreement as follows:

1. Paragraph 9 of the Agreement is hereby deleted and replaced in its entirety with the following:

> "9. **Amendments or Cancellation of this Agreement and Specific Plan.** Except as otherwise permitted in this Agreement, this Agreement and those portions of the Specific Plan which apply to the Property may be amended or terminated in whole or in part only by the mutual consent of the parties and only in the same manner as its adoption by an ordinance as set forth in California Government Code Sections 65867, 65867.5 and 65868. The foregoing and any other term or condition contained in this Agreement to the contrary notwithstanding, any amendment to this Agreement which only modifies existing entitlements for a specific Owner's (or Owners') portion of the Property shall be effective and binding on all parties if (a) the amendment is signed and entered into by and between the City and the Owner (or Owners) of that portion of the Property that entitlements are being modified; and (b) after giving notice of intention to amend in the manner provided by Government Code Section 65867, the amendment is approved by ordinance pursuant to Government Code Section 65867.5; and (c) the amendment does not materially impact another portion of the Property. For purposes of this Agreement, material

impact is defined as the seeking of an increase in density or intensity of use of a portion of the Property or the imposition of an additional financial burden, including, but not limited to, the imposition of any additional assessments and/or reimbursement requirements upon any owner(s) other than those who are seeking the amendment."

2. Paragraph 20 of the Agreement is deleted and the following inserted in lieu thereof:

"20. **Notices**. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notice shall be effective on the date delivered in person, or the date when the postal authorities indicate that the mailing was delivered to the address of the receiving party indicated below:

Notice to Owner shall be addressed as follows:

CALMAT CO.
3200 San Fernando Road
Los Angeles, California 90065
Attention: Mr. Scott J. Wilcott

and

MBM ASSOCIATES
c/o M.I.P. Properties, Inc.
Liquidating Trustee
2020 Santa Monica Boulevard, Suite 480
Santa Monica, California 90404
Attention: Mr. Carl Gregory, Chairman

and

MBM WEST II and MISSION COLONY PARTNERS
c/o Patrick Enterprises, Ltd.
2445 Fifth Avenue, Suite 400
San Diego, California 92101
Attention: Mr. Matthew R. Loonin

and

MISSION VALLEY ONE
c/o M.I.P. Properties, Inc.
Liquidating Trustee
2020 Santa Monica Boulevard, Suite 480
Santa Monica, California 90404
Attention: Mr. Carl Gregory, Chairman

and

MISSION VALLEY PARTNERSHIP
c/o CenterMark Properties, Inc.
611 Olive Street, Suite 1555
St. Louis, Missouri 63101-1797
Attention: Ms. Elizabeth Link

and

R.E. HAZARD CONTRACTING COMPANY
6465 Mar Industry Place
Post Office Box 229000
San Diego, California 92122
Attention: Mr. R. David Randal

and

HAZARD CENTER ASSOCIATES
c/o R.E. Hazard Contracting Company
6465 Mar Industry Place
Post Office Box 229000
San Diego, California 92122
Attention: Mr. R. David Randal

and

SAN DIEGO BOND - MBM ASSOCIATES, LTD.
Bond Ranch, General Partner
Post Office Box 57
El Cajon, California 92022
Attention: Mr. C. Dennis Marteeny

A party may change its address by giving notice in writing to the other party and thereafter notices shall be delivered or sent to such new address."

3. Except as amended hereby, the Agreement shall remain in full force and effect.

4. It is understood and agreed by the Owners that this amendment shall in no way constitute a waiver or prevent any party from presenting any matter or objection in any proceeding otherwise permitted under federal, state, local law, rule or ordinance.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

O-18038

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

"City"

CITY OF SAN DIEGO, a municipal corporation

By: _____

O- 18038

GENERAL ACKNOWLEDGMENT

CAL-23

State of California _____ }
County of Los Angeles } SS.

On this the 14 day of May 1993 before me,
Nilsa A. Brugman,
the undersigned Notary Public, personally appeared
Scott J Wilcott

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

Nilsa A. Brugman
Notary's Signature

OFFICIAL SEAL
NILSA A. BRUGMAN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
March 22, 1994

0- 18038

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT
Signature Page - Continued

"Owners"

CALMAT CO., a Delaware corporation

By: _____
Scott J. Wilcott

MBM Associates, a California limited partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

MBM WEST II and MISSION COLONY PARTNERS, a California general partnership

By: _____
Matthew R. Loonin, President of MRL, Inc., General Partner of Patrick Enterprises, Ltd., the General Partner of MBM West II and Mission Colony Partners

MISSION VALLEY ONE, a California general partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT
Signature Page - Continued

"Owners"

CALMAT CO., a Delaware corporation

By: _____
Scott J. Wilcott

MBM Associates, a California limited partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

MBM WEST II and MISSION COLONY PARTNERS, a California general partnership

By: _____
Matthew R. Loonin, President of MRL, Inc., General Partner of Patrick Enterprises, Ltd., the General Partner of MBM West II and Mission Colony Partners

MISSION VALLEY ONE, a California general partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

O-18038

STATE OF CALIFORNIA }
}ss.
COUNTY OF LOS ANGELES }

On June 9, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared **CARL C. GREGORY, III**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.

Stephanie Kan Lee
Notary Public in and
for said County and State

STATE OF CALIFORNIA }
}ss.
COUNTY OF LOS ANGELES }

On June 9, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared **CARL C. GREGORY, III**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.

Stephanie Kan Lee
Notary Public in and
for said County and State

0-18038

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT
Signature Page - Continued

"Owners"

CALMAT CO., a Delaware corporation

By: _____
Scott J. Wilcott

MBM Associates, a California limited partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

MBM WEST II and MISSION COLONY PARTNERS, a California general partnership

By: _____
Matthew R. Loonin, President of MRL, Inc., General Partner of Patrick Enterprises, Ltd., the General Partner of MBM West II and Mission Colony Partners

MISSION VALLEY ONE, a California general partnership

By: _____
MIP Properties, Inc., Trustee
Carl C. Gregory, III, Chairman of the Board

MBM WEST II AND MISSION COLONY PARTNERS,
A CALIFORNIA GENERAL PARTNERSHIP

ALL-PURPOSE ACKNOWLEDGMENT

MO 209

State of California
County of San Diego

On May 13, 1993 (DATE) before me, Valli A. Anderson (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Matthew R. Loonin (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ 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.

Witness my hand and official seal.

OFFICIAL SEAL
VALLI A. ANDERSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp. June 24, 1994

Valli A. Anderson
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE OFFICER(S) _____ TITLE(S)
- ☒ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
MBM West II and Mission Colony Partners a California general partnership

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Fourth Amendment to First San Diego River Improvement Project Development Agreement
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

0-18038

MISSION VALLEY PARTNERSHIP

By: CENTERMARK PROPERTIES, INC., a general partner

By: _____
William E. Grafstrom, President

R.E. HAZARD CONTRACTING COMPANY, a California corporation

By: _____
R. David Randal,
Executive Vice President

HAZARD CENTER ASSOCIATES, a California general partnership

By: _____
Hazard Associates,
Managing General Partner
By R.E. Hazard Contracting Company,
a California corporation,
General Partner
By R. David Randal,
Executive Vice President

By: _____
Connecticut General Life
Insurance Company,
General Partner
By CIGNA Investments, Inc.,
a corporation
By Chuel Dale Hwang,
Vice President

MISSION VALLEY PARTNERSHIP
By: CENTERMARK PROPERTIES, INC., a General Partner

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

State of Missouri
~~County~~ City of St. Louis

On 9/12/93 (DATE) before me, Kathleen Daly Winschel Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared William R. Chapelman (NAME(S) OF SIGNER(S)),

☒ personally known to me - OR - ☐ 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.

Witness my hand and official seal.

KATHLEEN DALY WINSCHEL
NOTARY PUBLIC OF MISSOURI
QUALIFIED IN JEFFERSON COUNTY
MY COMMISSION EXPIRES JUNE 5, 1997

Kathleen Daly Winschel
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE OFFICER(S) President (TITLE(S))
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Centermark Properties, Inc.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Or 18038

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5193

State of California
County of San Diego

On 5/14/93 (DATE) before me, Sarajuan Fadden, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared R.D. Randal (NAME(S) OF SIGNER(S)),

☒ personally known to me - OR - ☐ 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.

SARAJUAN FADDEN
COMM. #941950
Notary Public — California
SAN DIEGO COUNTY
My Comm. Expires JAN 20,1996

WITNESS my hand and official seal.

Sarajuan Fadden
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) _____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

0 - 18038

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT
Signature Page - Continued

MISSION VALLEY PARTNERSHIP, a California limited partnership

By: _____
William E. Grafstrom

R.E. HAZARD CONTRACTING COMPANY, a California corporation

By: R. David Randal
R. David Randal,
Executive Vice President

HAZARD CENTER ASSOCIATES, a California general partnership

By: R. David Randal
Hazard Associates,
Managing General Partner
By R.E. Hazard Contracting Company,
a California corporation,
General Partner
By R. David Randal,
Executive Vice President

By: _____
Connecticut General Life
Insurance Company,
General Partner
By CIGNA Investments, Inc.,
a corporation
By Chuel Dale Hwang,
Vice President

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer and take acknowledgements, Chuck Dale Hwang, to me known to be Vice President, of CIGNA Investments Inc., and he severally acknowledged to and before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he affixed thereto the corporate seal of said corporation, for the uses and purposes therein set forth and under due authority from said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said State and County this 10th Day of June, 1993.

Mona L. Whisler
Notary

MONA L. WHISLER
Commissioner of Deeds for Connecticut
My Commission Expires Aug. 25, 1997

My Commission Expires

0-18038

FOURTH AMENDMENT TO
FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT
DEVELOPMENT AGREEMENT
Signature Page - Continued

SAN DIEGO BOND - MBM ASSOCIATES, LTD.,
a California limited partnership

By: C. Dennis Marteeny
C. Dennis Marteeny

SAN DIEGO BOND - MBM ASSOCIATES, LTD.,
A CALIFORNIA LIMITED PARTNERSHIP

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

State of CALIFORNIA
County of SAN DIEGO

On 5-6-93 (DATE) before me, BONNIE FREDENSBORG, NOTARY PUBLIC (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared C. DENNIS MARTEENY (NAME(S) OF SIGNER(S))

☒ personally known to me - OR - ☐ 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.

OFFICIAL SEAL
Bonnie J. Fredensborg
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Oct 12, 1995

Witness my hand and official seal.

Bonnie J. Fredensborg
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE OFFICER(S) _____ TITLE(S)
- ☒ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document 4th Amendment to FSDRIP Dev. Agreement
Number of Pages 8 Date of Document 4-5-93
Signer(s) Other Than Named Above _____

0-18038

Passed and adopted by the Council of The City of San Diego on FEB 22 1994, by the following vote:

Council Members	Yeas	Nays	Not Present	Ineligible
Harry Mathis	✓			
Ron Roberts	✓			
Christine Kehoe	✓			
George Stevens	✓			
Barbara Warden	✓			
Valerie Stallings	✓			
Judy McCarty			✓	
Juan Vargas	✓			
Mayor Susan Golding	✓			

AUTHENTICATED BY:

SUSAN GOLDING,
Mayor of The City of San Diego, California.

(Seal)

CHARLES G. ABDELNOUR,
City Clerk of The City of San Diego, California.

By Mary Cepeda, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on FEB 08 1994, and on FEB 22 1994.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR,
City Clerk of The City of San Diego, California.

(Seal)

By Mary Cepeda, Deputy.

Office of the City Clerk, San Diego, California

Ordinance Number O-18038 Adopted FEB 22 1994

CC-1255-A (Rev. 11-93)