

**ATTACHMENT A – First Amendment to the Defense
and Indemnification Agreement for Otay Ranch Resort
Village 13**

**FIRST AMENDMENT TO THE DEFENSE AND INDEMNIFICATION AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO AND APPLICANTS**

THIS FIRST AMENDMENT TO THE DEFENSE AND INDEMNIFICATION AGREEMENT (this “**Amendment**”) is entered into as of November 5, 2025. This Amendment is made and entered into between the County of San Diego (“County”), a political subdivision of the State of California, and Lakeview 1, LLC & Lakeview 2, LLC and Moller Otay Lakes Investments, LLC (“Applicants”).

Whereas, County and Applicants are parties to the Defense and Indemnification Agreement, dated as of December 3, 2020 (the “Agreement”), in connection with the Otay Ranch Resort Village 13 project (the “Project”); and

Whereas, the Agreement required security to be posted in the amount of \$1,000,000.00 in connection with the risks associated with the County’s processing and/or approval of the Project; and

Whereas, in December 2020, certain environmental groups filed a lawsuit challenging the County’s approvals and other actions taken with respect to the Project entitled *Center for Biological Diversity et al. v. County of San Diego, et al.*, San Diego County Superior Court case number 37-2020-00046553 (the “Lawsuit”); and

Whereas, in March 2025, said environmental groups and Applicants, among others, entered into a Settlement Agreement to stay the Lawsuit and create a process intended to resolve the Lawsuit by an eventual final judgment; and

Whereas, as part of said process, the Settlement Agreement requires the Applicants to make certain revisions to the Project (“Revised Project”) and return to the County Board of Supervisors (the “Board”) for consideration of such entitlements and approvals as may be needed for the Revised Project; and

Whereas, County and Applicants have agreed to release the security in the interim while the Revised Project is processed, and to require the security to be reinstated prior to the Board considering any Revised Project and immediately if for any reason the stay of the Lawsuit is lifted and litigation on the original Project resumes.

NOW, THEREFORE, in consideration of the foregoing Recitals, it is mutually agreed by and between County and Applicants to amend the Agreement as follows:

1. County will authorize release of the security required by the Agreement while the Revised Project is processed prior to its presentation to the Board for

consideration. Applicants agree to resubmit the security required by the Agreement prior to the Board considering any Revised Project and immediately if for any reason the stay of the Lawsuit is lifted and litigation on the original Project resumes.

County:

Vince Nicoletti, Director of
Planning and Development Services

Date: _____

Applicants:

Lakeview 1, LLC

By Its Authorized Agent:

Nick Lee, Sr. Vice President

Date: _____

Moller Otay Lakes Investments, LLC

By Its Authorized Agent:

Chuck Miller, Manager

Date: _____

Lakeview 2, LLC

By Its Authorized Agent:

Nick Lee, Sr. Vice President

Date: _____