

HomeFed Fanita Rancho, LLC

November 29, 2021

Melanie Kush

City of Santee

10601 N Magnolia Avenue

Santee, CA 92071

Subject: Essential Housing Project Application

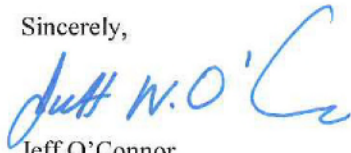
Dear Melanie,

HomeFed Corporation is please to submit the attached Essential Housing Application for our Fanita Ranch Master Planned Community. The following items are included as part of our application:

- Completed Essential Housing Application
- Application deposit of \$5,000
- City of Santee Essential Housing Project Credits Assessment Guide (attachment 1) detailing how the project achieves at least 50 credits with at least 10 credits from the housing category.
- Completed checklist form (attachment 2)
- 5 copies and a digital copy of the conceptual Project Site Plan and building elevations. The project will have up to 3,008 residential units. The architectural style will promote visual interest and diversity and establish a distinct sense of the place. The architecture will take its inspiration from the small farm towns found throughout rural areas of California. There will be a mix of single family, multi family and active adult homes. We have included building elevations showing design, color, materials and massing to provide some detail of the homes that will make up our community.
- Property Owner Affidavit
 - Ownership Disclosure
 - Letter of Authorization
 - Multiple Owners Form

Should you need any additional information, or have questions, I can be reached at 760-420-8307.

Sincerely,



Jeff O'Connor

Vice President



Essential Housing Project Application

For Projects Seeking Certification as an Essential Housing Project

DEPARTMENT OF DEVELOPMENT SERVICES
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100, Ext 167

**THIS PACKAGE PROVIDES AN OVERVIEW OF THE
ESSENTIAL HOUSING PROJECT APPLICATION PROCESS FOLLOWED BY THE
SUBMITTAL REQUIREMENTS AND APPLICATION FORM**

PURPOSE:

To boost housing production and improve housing affordability within the City to meet the full spectrum of housing needs for people of all incomes, and to fulfill the goals set forth in the City's Housing Element.

APPLICABILITY:

"Essential Housing Project" means a Housing Development Project that is certified by the Director as having achieved at least **50 credits** across all listed categories in the City of Santee Essential Housing Project Credits Assessment Guide attached as **Attachment 1** ("Credits Assessment Guide"), with at least **10 credits** from the Housing category. Capitalized terms used in this Application that are not defined herein shall have the meanings ascribed to them in the Essential Housing Program Ordinance.

An Essential Housing Project Application is applicable to a Housing Development Project consisting of:

- Residential units only; or
- Mixed-use development consisting of residential and nonresidential uses, including live/work spaces, with at least two-thirds of the square footage designated for residential use

APPLICATION DEPOSIT:

Review and processing of an Essential Housing Project Application requires an initial deposit of \$5,000 under the full-cost recovery program. Additional deposits may be required if staff charges exceed the initial deposit. Upon receipt of a determination by the Director to either certify the project as an Essential Housing Project or to deny certification, any unused deposit funds will be refunded to the Applicant.

APPLICATION PROCEDURES:

This application for an Essential Housing Project shall be submitted to the Department of Development Services. This application must contain all the information described herein to be determined complete. This application shall be accompanied by a completed Essential Housing Project Credits Assessment Checklist ("Checklist") demonstrating how the Housing Development Project achieves 50 credits across all listed categories in the Credits Assessment Guide, with at least 10 credits from the Housing category, and shall provide the information required by Government Code section 65941.1, subdivisions (a)(1) through (a)(17). The Checklist form is attached to this Application as **Attachment 2**.

- A. Not later than 30 days following submittal of the Essential Housing Project Application, the Director shall take one of the following actions:
 1. Certify the Housing Development Project as an Essential Housing Project;
 2. Notify the Applicant of the specific changes or additional information required before review of the Application can be completed; or
 3. Deny certification of the Housing Development Project as an Essential Housing Project.
- B. In the event that a change or modification to the Application is required pursuant to Section A(2) above, the Applicant shall have 30 days from the date that the notification is issued by the Director, to make the changes required or provide the identified additional information. When resubmitted, the Director shall then have 30 days to either: (1) certify the Housing Development Project as an Essential Housing Project; or (2) deny certification of the Housing Development Project as an Essential Housing Project.
- C. The Director's determination to certify the Essential Housing Project or deny certification as an Essential Housing Project shall be based only upon compliance or noncompliance with the Objective criteria set forth in the Credits Assessment Guide (**Attachment 1**).

The Director's determination shall be a ministerial determination transmitted from the Director to the Applicant, in writing.

CEQA COMPLIANCE:

The ministerial determination of the Director is exempt from CEQA in accordance with Public Resources Code §15268 and CEQA Guidelines section 15061(b)(3). An exemption will be filed with the San Diego County Clerk subject to payment of the filing fee by the Applicant. A certified Essential Housing Project shall be required to comply with CEQA and other state laws prior to project approval or denial.

SUBSEQUENT STEPS:

Within 120 days following the Director's certification of an Essential Housing Project, the Applicant shall submit any additional information required to process any development application consistent with Government Code sections 65940, 65941, and 65941.5.



ESSENTIAL HOUSING APPLICATION

Department of Development Services
10601 Magnolia Avenue, Santee, CA 92071
(619) 258-4100, Extension 167

FOR DEPARTMENT USE ONLY

Site Location: North of Fanita Parkway and Cuyamaca Street

Assessor Parcel Number(s): 374-030-02; 376-030-01; 378-381-49; 380-031-18; 374-050-02; 378-020-46, 50, 54; 378-382-58; 380-040-43, 44; 374-060-01; 378-030-08; 378-391-59; 378-201-03; 376-010-06; 378-210-01, 04, 10, 11; 378-392-61, 62; 376-020-03; 376-220-01

Exclusions. A project is not an Essential Housing Project if any of the following statements apply. Check all that apply:

- The development footprint is within a floodway as defined in Santee Municipal Code Chapter 11.36.
- The development footprint is proposed in an area which is permanently protected by one or more conservation easements.
- The General Plan land use designation or zoning classification of the project site does not currently allow for residential uses and the project site is not identified in the Residential Sites Inventory of the Housing Element.
- The project site is not on existing or planned (identified in the General Plan) prime arterial, major arterial, parkway or collector.
- The project site is within Safety Zone 1,2, or 5 of the Gillespie Field Airport Land Use Compatibility Plan.

IF ANY OF THE ABOVE BOXES ARE CHECKED, THE PROJECT IS NOT ELIGIBLE TO BE CERTIFIED AS AN ESSENTIAL HOUSING PROJECT.

Completed Checklist: Attach a completed Checklist (**Attachment 2**) that demonstrates how the project meets or exceeds 50 credits (with at least 10 from the Housing category) described in the Credits Assessment Guide (**Attachment 1**), and, on a separate sheet, include an explanation on how the project achieves these credits.

<p>1. Applicant</p> <p>Name: <u>HomeFed Fanita Rancho, LLC</u></p> <p>Address: <u>1903 Wright Place, Ste. 220</u> <u>Carlsbad, CA 92008</u></p> <p>Phone: <u>760-918-8200</u></p> <p>Email: <u>joconnor@hfc-ca.com</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Jeff O'Connor</u></p>	<p>2. Property Owner</p> <p>Name: <u>HomeFed Fanita Rancho, LLC</u></p> <p>Address: <u>1903 Wright Place, Ste. 220</u> <u>Carlsbad, CA 92008</u></p> <p>Phone: <u>760-918-8200</u></p> <p>Email: <u>eruhe@hfc-ca.com</u></p> <p>Signature: <u></u> (Authorizing Applicant to Submit Application)</p> <p>Print Name: <u>Erin N. Ruhe</u></p>
<p>3. Applicant's Representative</p> <p>Name: <u>HomeFed Fanita Rancho, LLC</u></p> <p>Address: <u>1903 Wright Place, Ste. 220</u> <u>Carlsbad, CA 92008</u></p> <p>Phone: <u>760-918-8200</u></p> <p>Email: <u>joconnor@hfc-ca.com</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Jeff O'Connor</u></p>	<p>4. Designer / Engineer</p> <p>Name: <u>Hunsaker & Associates</u></p> <p>Address: <u>9707 Waples Street</u> <u>San Diego, CA 92121</u></p> <p>Phone: <u>858-558-4500</u></p> <p>Email: <u>ccater@hunsakersd.com</u></p> <p>Signature: <u></u></p> <p>Print name: <u>Chuck Cater</u></p>

1. Plans: A conceptual site plan, floor plan, and elevations (Five 11"x17" hardcopies & digital copy).
2. Parcel Size (Acres): 2636
3. Building Size (sq. ft.): Varies from 800 sf to approximately 5000 sf. for each residential unit.
4. Number of units proposed: Between 2949 and 3008
5. Unit sizes and number of bedrooms Varies, up to 5,000 sf and up to 5 bedrooms
6. For Mixed-Use Projects* provide ratio of commercial to residential square footage: Approximately 0.013 or 1.3%

*Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use pursuant to CA Government Code Section 65589.5

7. Proposed Density: Approximately 8 units/acre (residential footprint only)
8. Parking spaces: Approximately 6100 off street parking spaces
9. Indicate any approvals to be sought under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map.

Vesting tentative map, condominium maps, parcel maps and final maps

10. Number of lots proposed: Approximately 1,500
11. Existing Land Use: Vacant, rolling hills, grass lands and native vegetation
12. Surrounding Land Uses and Setting: Briefly describe the project's surroundings, including plants, animals, any cultural, historic, or scenic aspects, type of land use, intensity of land use, and scale of development.
 - a. North: vacant open space; native vegetation and animal species
 - b. South: existing residential homes, mostly single-family homes
 - c. East: vacant open space; native vegetation and animal species; some single-family homes
 - d. West: Recreational, open space; native vegetation, animal species; Federal Government Land

13. Proposed uses – The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

1203 Single Family	4-10 units/acre – LDR (specific plan)
866 Multi-Family	8-25 units/acre – MDR (specific plan)
445 Active Adult	5-22 units/acre – AA (specific plan)
435 Village Center	up to 50 units/acre – VC (specific plan)

14. Is the project site identified in the Sites Inventory (Housing Element Appendix C)?

Yes No

15. Is the site located on a prime arterial, major arterial, parkway, and/or multimodal corridor as provided in Figure 7-1 of the General Plan Mobility Element?

Yes No

16. Is the **overall Project site** (as opposed to the development footprint) affected by any of these conditions:

- a. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)? Yes No
- b. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code? Yes No
- c. A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code? Yes No
- d. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist? Yes No
- e. Within a flood hazard zone as defined in Santee Municipal Code Chapter 11.36? Yes Lands identified for conservation in a draft or adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan? Yes No
- f. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code)? Yes No
- g. Lands under conservation easement? Yes No
- h. Includes a historic structure that has been placed on a national, state, or local historic register? Yes No

17. RESIDENTIAL DWELLING UNIT COUNT:

Indicate the number of dwelling units proposed, including a breakdown of levels by affordability*, set by each income category.

	Number of Units
Market Rate (greater than 120% of AMI)	Up to 3008
Manager's Unit(s) – Market Rate	
Very Low Income (0% to 50% of AMI)	
Lower Income (50% to 80%)	
Moderate Income (80% to 120% of AMI)	
Total No. of Units	Up to 3008
Total No. of Affordable Units	0
Total No. of Density Bonus Units	0

*For San Diego County Area Median Income (AMI) and Income Limits please refer to the Department of Housing and Community Development (HCD) website: <https://www.hcd.ca.gov/grants-funding/income-limits/>

18. Affordable Housing Incentives, Waivers, Concessions, and Parking Reductions – Will the project proponent seek any incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915? If so, provide details on separate page. **No**

19. Does the proposed project provide any supportive services to its residents in support of Program 8 of the Housing Element? If so, provide details on separate page. **No**

20. Will the proposed development require the demolition of any existing housing? If so, how will it address the relocation of any displaced tenants? Please provide details on separate page. See discussion of “Anti-Displacement” in Table 42 of the City’s Housing Element (pp.96-97) for suggested actions. **No**

21. Gillespie Field Airport Land Use Compatibility Plan (ALUCP): Is the site within one or more Safety Zones of the ALUCP? Use the SD Airport Authority online tool. <https://www.san.org/Airport-Projects/Land-Use-Compatibility> Yes No

INDEMNIFICATION - The applicant shall indemnify, defend (with independent counsel approved by the City), the City of Santee and its officers, agents, employees, elected and appointed officials, volunteers, and independent contractors (collectively, the City) from and against any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, or otherwise challenge the City’s processing, approval, or certification of the housing development project as an Essential Housing Project pursuant to this application, or to attack, set aside, void, annul, or otherwise challenge the validity of the City’s Essential Housing Program Ordinance (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution).

PROPERTY OWNER AFFIDAVIT

Before the Application can be accepted, the owner of each property involved must provide a signature to verify the Essential Housing Project Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.


- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service or process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses

of the principal owners (25% interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.

- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Essential Housing Project Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Essential Housing Project Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

APPLICANT ACKNOWLEDGEMENT

1. I hereby certify that I am the owner of record of the herein previously described property located in the City of Santee which is involved in this Essential Housing Project Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Essential Housing Project Application for processing by the City of Santee Planning Department for the purpose of obtaining Essential Housing Project certification pursuant to the City of Santee Essential Housing Program.
3. Further, I understand that after submitting this Essential Housing Project Application to the City, the Director will issue a determination on the Essential Housing Project Application, or notify me that the Essential Housing Project Application is incomplete, within 30 days. If the Housing Development Project is certified as an Essential Housing Project, I understand that I have 120 days after receipt of that determination to submit any additional information to process any development application to obtain the requisite entitlements for development.
4. I further understand that if any of the credits identified in the attached Checklist as being achieved by this Housing Development Project relate to a project design feature, the project design feature shall be provided with the project design or as a project condition of approval during the subsequent entitlement phase of the project.
5. By my signature below, I certify that the foregoing statements are true and correct.

Applicant Signature 
Printed Name Jeff O'Connor
Date 11/29/2021



Essential Housing Project Application

Credits Assessment Guide

INSTRUCTIONS FOR CREDIT ASSESSMENT USE:

An Essential Housing Project, as defined in the Essential Housing Program Ordinance, must achieve **at least 50 credits**, as described below, and **at least 10** of the credits must come from the Housing Category. The Applicant must submit with the Essential Housing Project Application a completed Essential Housing Project Credits Assessment Checklist ("Checklist") (Attachment 2 to the Application) demonstrating how the project achieves at least 50 credits (with at least 10 Housing credits).

Use of this credit system will ensure Essential Housing Projects are sustainable and consistent with the General Plan, while allowing appropriate planning, design, and mitigation flexibility, in compliance with the California Environmental Quality Act (CEQA), the Subdivision Map Act, and other City policies, laws, and regulations.

Except as provided in the Essential Housing Program Ordinance, an Essential Housing Project must otherwise comply with all applicable City requirements, including obligations related to processing or review of any required development application. However, the City's development standards, conditions, and policies shall be applied to facilitate and endeavor to accommodate development at the density proposed by the Essential Housing Project.

I. EXCLUSIONS

A project is not an Essential Housing Project if any of the following statements apply. If the Applicant has indicated in the Application that any of the following apply, the project is **not** eligible to be an Essential Housing Project.

- The development footprint is within a floodway as defined in Santee Municipal Code Chapter 11.36.
- The development footprint is proposed in an area which is permanently protected by one or more conservation easements.
- The General Plan land use designation or zoning classification of the project site does not currently allow for residential uses and the project site is not identified in the Residential Sites Inventory of the Housing Element.
- The project site is not on an existing or planned (identified in the General Plan) prime arterial, major arterial, parkway or collector.
- The project site is within Safety Zone 1,2, or 5 of the Gillespie Field Airport Land Use Compatibility Plan.

II. CREDIT ASSESSMENT

A project must obtain at least 50 credits from the criteria below, including at least 10 credits from the Housing category, to be deemed an Essential Housing Project. If any of the credits below relate to a project design feature, the project design feature shall be provided with the project design or as a project condition of approval during the subsequent entitlement phase of the project.

III. CREDITS: LAND USE

Credit: Mixed-uses – 5 credits

Project will include a mix of uses consisting of residential and nonresidential uses with at least 67%, but not more than 80%, of the square footage designated for residential use.

Credit: Location in Town Center — 2 Credits

Project site or portion thereof is located within an area of the City designated "TC-Town Center" pursuant to the City of Santee General Plan Land Use Element.

Credit: Maximize Potential Density – 4 Credits

Proposed project is within the mid to upper end of, or exceeds, the density range as set forth in the Land Use Element, Housing Element or Town Center Specific Plan.

IV. CREDITS: HOUSING (AT LEAST 10 CREDITS REQUIRED)

Credit: Affordable Housing – 20 Credits

Project provides a minimum of 10% of units affordable to low income households (80% or less of the Area Median Income);

-OR-

Provides a contribution of \$10,000 per market-rate unit included in the project, up to 200 units, to the City's Affordable Housing Trust Fund to facilitate affordable housing in support of Program 7 of the Housing Element.

Credit: Affordable Housing – 10 Credits

Project provides a minimum of 10% of units affordable to moderate income households (80-120% of the Area Median Income);

-OR-

Provides a contribution of \$5,000 per market-rate unit included in the project, up to 200 units, to the City's Affordable Housing Trust Fund to facilitate affordable housing in support of Program 7 of the Housing Element.

Credit: Mix of Unit Sizes – 5 Credits

The project provides a mix of units where the number of units with three or more bedrooms divided by the number of units with two or less bedrooms exceeds a ratio of 1.

Credit: Redevelopment – 5 Credits

The project redevelops a currently underutilized site currently developed with a residential density below the minimum required residential density of the site.

Credit: Residential Units Provided — Maximum 10 Credits

For every 50 units a project provides, 2 credits are allocated up to a maximum of 10 credits.

V. CREDITS: MOBILITY

Credit: Location within ¼ mile of a bus stop – 2 credits

Project site or portion thereof is located within ¼ mile of a bus stop.

Credit: Location within ½ mile of a trolley station – 5 credits

Project site or portion thereof is located within ½ mile of the boundaries of a trolley station.

Credit: Location along a multimodal corridor – 5 credits

Project site is located along a multimodal corridor as identified in the Mobility Element.

Credit: Traffic Calming – 2 credits

Project will provide traffic calming devices in the design of interior roadways including but not limited to traffic circles, chicanes, or speed humps.

Credit: SR-52 Contribution — 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, which funds shall be dedicated exclusively to relieve congestion on State Route 52. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

Credit: Passenger Loading Area or Rideshare/Carshare Parking — 2 Credits

Project design includes passenger loading/unloading areas and/or dedicated preferred parking spaces for rideshare/carshare use.

Credit: Bicycle Repair Station and Storage — 2 Credits

Project must include a bicycle repair station and meet the below requirements for enclosed bicycle storage. Bicycle storage enclosures must be securable, surveillable, and accessible from the ground floor and may consist of lockers, a kiosk, or a designated room within a building. Bicycle storage enclosures must be located in an area easily accessible to building users. Bicycle storage enclosures should be located within walking distance of any functional entries, but may be clustered for use by several buildings, where appropriate.

Non-Residential Buildings (as part of mixed-use housing project)

Provide at least two enclosed bicycle storage spaces for every 5,000 gross square feet, but no fewer than two enclosed storage spaces per building.

Multi-Unit Residential Buildings (as part of mixed-use housing project or as a standalone project)

Provide a number of enclosed bicycle storage spaces totaling at least 10% of all residential units, but no fewer than five enclosed storage spaces per building (i.e., a building of 100 units would require 10 enclosed bicycle storage spaces).

VI. CREDITS: OPEN SPACE AND CONSERVATION

Credit: Contribution to City-owned Natural Open Space – 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, for the management of City-owned properties within the draft Multiple Species Conservation Plan preserve boundaries. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

Credit: Trees – 2 Credits

Project must plant at least 10 trees per acre of land to be developed. Trees must be planted in streetscapes and parks.

VII. CREDITS: WATER QUALITY AND EFFICIENT USE

Credit: Installation of Graywater System — 2 Credits

Design and install a rainwater harvesting and storage system (including surface runoff and/or roof runoff) or graywater reuse system for landscape irrigation use or indoor water use for some portion of single-family residential, small lot, or multi-family townhome or similar product. For graywater reuse system, graywater must be collected from at least one of the following: clothes washer; showers; or some combination of faucets and other sources estimated to exceed 5,000 gallons per year.

Credit: Connect to Recycled or Purified/ Advanced Treated Water — 2 Credits

Project must connect to either recycled water or purified or advanced treated water provided by Padre Dam Municipal Water District (PDMWD) through its East County Advanced Water Purification Program.

VIII. CREDITS: ENERGY, AIR QUALITY, AND GHGs

Credit: Exceeds Title 24 requirements — 2 Credits

Project equipment and fixtures must achieve efficiencies that exceed current Title 24 energy conservation standards (at the time of application submittal) by 5% or greater.

Credit: All Energy Star Rated Appliances or Equivalent — 4 Credits

All appliances (washer/dryers, refrigerators, and dishwashers) that will be installed by builders in residences and commercial businesses must be Energy Star rated or equivalent.

Credit: EV Chargers in Public Use areas — 5 Credits

EV charging stations will be installed in 20% of parking spaces within all public use (e.g. public park) parking areas. All charging stations shall consist of Level 2 units or better.

Credit: EV Chargers in Public Use areas – 2 Credits

Provide a Level 3 charging station in a public parking areas.

Credit: Solar Panels on Carports — 5 Credits

Solar photovoltaic (PV) must be installed covering no less than 25% of the total roof area of any carports.

Credit: Solar Panels on Accessory Buildings — 5 Credits

Solar PV must be installed covering no less than 15% of the total roof area (excluding skylight area) of any accessory building (excluding carports) that is part of the housing/mixed-use housing project.

Credit: Solar Water Heating — 2 Credits

Within a minimum 25% of residential dwelling units, Project must install a solar water heater that meets at least 40% of annual domestic hot water load.

Credit: Full Electrification of Residential Units — 5 Credits

Project residential units will be fully electric. No natural gas shall be provided to the residential units but may be provided to outdoor common areas.

Credit: Battery Systems – 10 Credits

Project provides battery backup system within each proposed residential unit.

IX. SAFETY

Credit: 100-Foot Irrigated Fuel Modification Zone — 5 Credits

Project design includes fully irrigated fuel modification zone of 100 feet or more within project boundaries between the project and its exterior perimeter within which ongoing maintenance activities would occur. Fuel modification zone must be established for ongoing maintenance by HOA, homeowner, or other entity.

Credit: Implementation of Fire Protection Plan — 5 Credits

Project applicant must agree to require third party defensible space inspectors to provide compliance reports biannually to the Santee Fire Department.

X. TRAILS AND SIDEWALKS

Credit: Enhanced Landscaped Parkways — 4 Credits

Project provides enhanced landscaped parkways that are privately maintained along roadways that are otherwise not required by City roadway setback and improvement standards.

Credit: Safe Routes to Schools, Parks, and Transit Stops – 2 Credits

Project improves safe walking routes to schools, parks, and transit stops by providing sidewalk infrastructure improvements outside of project boundaries.

Credit: Multiple Use Trails — 5 Credits

Project provides multiple use trails for use by pedestrians and bicyclists.

Credit: Trail Facilities Contribution – 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, to enhance Citywide trail facilities such as lighting, benches, drinking fountains, bike stations, or other such amenities along project trails. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

XI. CREDITS: PARKS AND RECREATION

Credit: Exceed Parkland Dedication Requirement —2 Credits

Project applicant must commit to exceed the parkland dedication requirement set forth in the Santee Municipal Code, Chapter 12.40, by at least 5% through the excess dedication of land for park uses or payment of additional funds, which funds shall be dedicated exclusively for parkland dedication uses within the City, or a combination of both.

Credit: Multi-Purpose Playing Fields or Recreation Facilities — 5 Credits

Project applicant must commit to develop multi-purpose playing fields or public recreational facilities on some portion of dedicated parkland for communitywide use. Such facilities may include, and not limited to, sports fields, large playgrounds, aquatics uses, and ball courts.

Attachment 2



Essential Housing Project Application Checklist

Project Name: _____

Date: _____

Credits	Land Use – 11 Max Credits	Credits	Sustainability – 44 Max Credits
	Mixed-uses – 5 Credits		Installation of Graywater System – 2 Credits
	Location in Town Center – 2 Credits	2	Connection to Recycled or Purified Treated Water – 2 Credits
	Maximize Potential Density – 4 Credits	2	Exceeds Title 24 requirements – 2 Credits
0	Subtotal	4	All Energy Star Rated Appliances – 4 Credits
Credits	Housing – 50 Max Credits (10 Required)	Credits	EV Chargers in Public Use areas (Level 2) – 5 Credits
20	Affordable Housing (10% Low Income) – 20 Credits -or- Contribution per market-rate unit	2	EV Chargers in Public Use areas (Level 3) – 2 Credits
	Affordable Housing (10% Moderate Income) – 10 Credits -or- Contribution per market-rate unit	5	Solar Panels on Carports – 5 Credits
	Mix of Unit Sizes – 5 Credits	5	Solar Panels on Accessory Buildings – 5 Credits
	Redevelopment of an Underutilized Site – 5 Credits		Solar Water Heating – 2 Credits
10	Number of Units Provided – 10 Max Credits	5	Full Electrification of Residential Units – 5 Credits
35	Subtotal	25	Battery Systems – 10 Credits
Credits	Mobility – 28 Max Credits	Credits	Subtotal
2	Location within ¼ mile of bus stop – 2 Credits	5	Safety – 10 Max Credits
	Location within ½ mile of the trolley station – 5 Credits	5	100-ft Irrigated Fuel Modification Zones – 5 Credits
5	Location along a multimodal corridor – 5 Credits	10	Implementation of Fire Protection Plan – 5 Credits
2	Traffic calming – 2 Credits		Subtotal
10	SR-52 Contribution – 10 Max Credits	Credits	Trails and Sidewalks – 21 Max Credits
2	Passenger Loading Area or Rideshare – 2 Credits	4	Enhanced Landscaped Parkways – 4 Credits
	Bike Repair Station and Bike Storage – 2 Credits	5	Safe Routes to Schools, Parks, and Transit – 2 Credits
21	Subtotal	10	Multiple Use Trails – 5 Credits
Credits	Open Space and Conservation – 12 Max Credits	Credits	Trail Facilities Contribution – 10 Max Credits
10	Contribution to City-owned Open Space – 10 Max Credits	19	Subtotal
2	Trees in Streetscapes and Parks – 2 Credits	Credits	Parks and Recreation – 7 Max Credits
12	Subtotal	2	Exceed parkland dedication requirement – 2 credits
		5	Multi-purpose playing fields/public recreational facilities – 5 credits
		7	Subtotal
		129	TOTAL Credits Across All Categories

A. Does the Project meet or exceed 10 Credits for housing and 50 Credits across all categories? Yes No

B. Director's Determination – If Question in Section A, above, is checked "No", the Project is NOT an Essential Housing Project. If Question in Section A, above, is checked "Yes" the Project is determined an Essential Housing Project and can be certified as an Essential Housing Project by the Director of Development Services in Section C, below.

C. DIRECTOR'S CERTIFICATION: I, the undersigned, in my capacity as Director of Development Services for the City of Santee certify the subject Project as an Essential Housing Project:

Director of Development Services

Date

Essential Housing Project Application

Attachment 1 – Credit Assessment

I. Exclusions

No exclusions apply to the project

II. Credit Assessment

Project will obtain 129 credits following the credit assessment guide.

III. Credit: Land Use

Although the project will have mixed uses such as retail, restaurants and a community farm, the project is predominately residential and does not qualify for land use credits.

IV. Housing (at least 10 credits required)

Affordable Housing – 20 Credits

Project will contribute \$10,000 per market rate unit included in the project up to 200 units for a total of \$2,000,000.

Mix of Unit Sizes – 5 Credits

Project will provide approximately 1912 three or more-bedroom homes and approximately 1037 two or less bedroom homes for a ratio of 1.8.

Residential units provided – 10 credits

Project will provide approximately 2949 to 3008 units

V. Mobility

Location within ¼ mile of a bus stop – 2 Credits

Project will include a bus stop in the Village Center area.

Location along a Multimoded Corridor – 5 Credits

Project Site is within the extension of Fanita Parkway and Cuyamaca Street as outlined in Figure 7-1 of the City of Santee Mobility Element.

Traffic Calming – 2 Credits

Project will provide traffic calming elements such as traffic circles and chicanes at various intersections.

SR-52 Contribution – 10 Credits

Project will provide at least \$1,500 per market rate unit up to 200 units to help relieve congestion on SR- 52.

Passenger loading area of Rideshare/Carshare parking – 2 credits

Project will provide spaces within the village center for passenger loading/unloading or Rideshare/Carshare parking.

VI. Open Space and Conservation

Contribution to City Owned Natural Open Space – 10 Credits

Project will provide \$1,500 per market rate unit up to 200 units for the management of City owned open space within the draft multi species conservation plan preserve boundaries.

Trees – 2 Credits

Project will plant at least 10 trees per acre of land to be developed. Trees will be planted in streetscapes areas or parks within the city limits.

VII. Water Quality and Efficient Use

Connect to recycled or purified/advanced treated water – 2 Credits

Project will connect to Padre Dam Municipal Water District's East County Advanced Water Purification (ECAWP) project when the ECAWP project is completed.

VIII. Energy, Air Quality and GHGs

Exceeds Title 24 Requirements – 2 Credits

Project shall achieve efficiencies that exceed by at least 5% of the Title 24 Energy Conservation Standards, by having an all-electric residential community using heat pump technology. Increasing solar production and expanding ventilation systems.

All energy star rated appliances or equivalent – 4 Credits

Homes and commercial buildings within the project shall be equipped with energy star rated appliances such as washers, dryers, refrigerators and dishwashers.

EV Chargers in public use areas – 2 Credits

Project will provide a level 3 charging station in a public parking area within the project village center.

Solar Panels on car ports – 5 Credits

Solar photovoltaic (PV) panels shall be installed on no less than 25% of the total roof area of any carport.

Solar panels on accessory buildings – 5 Credits

Solar PV will be installed on no less than 15% of the total roof area (excluding skylight area) of any accessory building (excluding carports). This will include RV storage roofs and solar farm areas.

Full electrification of residential units – 5 Credits

Project will be fully electric for residential areas. No natural gas shall be provided except for common outdoor areas.

IX. Safety

100-foot irrigated fuel modification zone – 5 credits

100-foot-wide irrigated fuel modification zone around the perimeter of the development footprint within the high fire prone areas shall be constructed and maintained by the HOA in accordance with the Santee Fire Department.

Implementation of Fire Protection Plan – 5 Credits

The project shall hire a third-party inspector to provide compliance with the Fire Protection Plan and provide compliance reports bi-annually to the Santee Fire Department.

X. Trails and Sidewalks

Enhanced Landscaped Parkways – 4 Credits

Project shall provide enhanced landscaped parkways that will be maintained by the HOA along the roadways that are otherwise not required by City roadway setbacks and improvement standards.

Multiple Use Trails – 5 Credits

Project shall provide many miles of multiple use trails for pedestrians, bicyclists and hikers.

Trail Facilities Contribution – 10 Credits

Project shall contribute \$1,500 per market rate unit, up to 200 units to enhance city wide trails such as lighting, benches, drinking fountains, bike stations and other amenities along project trails.

XI. Parks & Recreation

Exceed the Parkland Dedication Request – 2 Credits

Project shall exceed the parkland dedication requirement set forth in the in the Santee Municipal Code, Chapter 12.40 by at least 5% through the excess of dedication of land for park uses or payment of additional fees or a combination of both.

Multi-purpose playing field or recreation facilities – 5 Credits

Project shall construct multi-purpose playing fields and public recreational facilities for citywide use.

Attachment 2



Essential Housing Project Application Checklist

Project Name: _____

Date: _____

Credits	Land Use – 11 Max Credits	Credits	Sustainability – 44 Max Credits
	Mixed-uses – 5 Credits		Installation of Graywater System – 2 Credits
	Location in Town Center – 2 Credits	2	Connection to Recycled or Purified Treated Water – 2 Credits
	Maximize Potential Density – 4 Credits	2	Exceeds Title 24 requirements – 2 Credits
0	Subtotal	4	All Energy Star Rated Appliances – 4 Credits
Credits	Housing – 50 Max Credits (10 Required)		EV Chargers in Public Use areas (Level 2) – 5 Credits
20	Affordable Housing (10% Low Income) – 20 Credits -or- Contribution per market-rate unit	2	EV Chargers in Public Use areas (Level 3) – 2 Credits
		5	Solar Panels on Carports – 5 Credits
	Affordable Housing (10% Moderate Income) – 10 Credits -or- Contribution per market-rate unit	5	Solar Panels on Accessory Buildings – 5 Credits
5	Mix of Unit Sizes – 5 Credits	5	Solar Water Heating – 2 Credits
	Redevelopment of an Underutilized Site – 5 Credits		Full Electrification of Residential Units – 5 Credits
10	Number of Units Provided – 10 Max Credits	25	Battery Systems – 10 Credits
35	Subtotal	Credits	Subtotal
Credits	Mobility – 28 Max Credits	5	Safety – 10 Max Credits
2	Location within ¼ mile of bus stop – 2 Credits	5	100-ft Irrigated Fuel Modification Zones – 5 Credits
	Location within ½ mile of the trolley station – 5 Credits	10	Implementation of Fire Protection Plan – 5 Credits
5	Location along a multimodal corridor – 5 Credits	Credits	Subtotal
2	Traffic calming – 2 Credits	4	Trails and Sidewalks – 21 Max Credits
10	SR-52 Contribution – 10 Max Credits		Enhanced Landscaped Parkways – 4 Credits
2	Passenger Loading Area or Rideshare – 2 Credits	5	Safe Routes to Schools, Parks, and Transit – 2 Credits
	Bike Repair Station and Bike Storage – 2 Credits	10	Multiple Use Trails – 5 Credits
21	Subtotal	19	Trail Facilities Contribution – 10 Max Credits
Credits	Open Space and Conservation – 12 Max Credits	Credits	Subtotal
10	Contribution to City-owned Open Space – 10 Max Credits	2	Parks and Recreation – 7 Max Credits
2	Trees in Streetscapes and Parks – 2 Credits	5	Exceed parkland dedication requirement – 2 credits
12	Subtotal	7	Multi-purpose playing fields/public recreational facilities – 5 credits
		7	Subtotal
		129	TOTAL Credits Across All Categories

A. Does the Project meet or exceed 10 Credits for housing and 50 Credits across all categories? Yes No

B. Director's Determination – If Question in Section A, above, is checked "No", the Project is NOT an Essential Housing Project. If Question in Section A, above, is checked "Yes" the Project is determined an Essential Housing Project and can be certified as an Essential Housing Project by the Director of Development Services in Section C, below.

C. DIRECTOR'S CERTIFICATION: I, the undersigned, in my capacity as Director of Development Services for the City of Santee certify the subject Project as an Essential Housing Project:

Director of Development Services

Date

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
HOMEFED FANITA RANCHO, LLC**

The undersigned, HOMEFED, LLC, a Delaware limited liability company, being the sole Member (the "Member") of HOMEFED FANITA RANCHO, LLC, a Delaware limited liability company (the "Company"), hereby consents in writing to the following actions:

WHEREAS, pursuant to the Operating Agreement of the Company, the Member may appoint officers of the Company at any time and such officers, if appointed, shall exercise such powers and perform such duties as shall be determined from time to time by the Member.

WHEREAS, the following have been appointed as officers of the Company: Chris Foulger as President and Erin Ruhe as Vice President.

WHEREAS, the Company owns the real property known as Fanita Ranch, located in Santee, California ("Property"), and is contemplating the entitlement and development of the Property as part of the Fanita Ranch master planned community ("Development");

NOW, THEREFORE, BE IT RESOLVED, that Chris Foulger and Erin N. Ruhe, each of whom is an officer of the Company, be, and each of them, acting alone, hereby is, authorized to act as an authorized agent of the Company (an "Authorized Agent"), and in such capacity to execute, certify, file, deliver and record agreements, documents, instruments and letters in the name and on behalf of the Company in connection with the Property, including deeds and other closing documents, from the date hereof until the earlier of (x) the resignation or removal of such person from his or her officer position, or (y) the date this authorization is revoked by subsequent resolution duly adopted by the Member.

RESOLVED, FURTHER, that the Authorized Agents be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take such additional actions as may be or become necessary, appropriate or convenient to put into effect the purposes of the foregoing resolution.

RESOLVED, FURTHER, that any action, document or instrument taken, executed and/or delivered by an Authorized Person for and on behalf of the Company in connection with the foregoing is hereby approved, authorized and ratified in all respects

This Written Consent of the Sole Member of HOMEFED FANITA RANCHO, LLC shall be effective for all purposes as of November 22, 2021.

HOMEFED, LLC, a Delaware limited liability company

By: Erin N. Ruhe
Erin N. Ruhe, Vice President

HOMEFED FRANKLIN LLC
LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement ("Agreement") is entered into effective as of November 15, 2010 (the "Effective Date") by HomeFed Corp., a Delaware corporation (the "Member").

1. COMPANY FORMATION AND IDENTIFICATION.

1.1 Name. The name of the limited liability company governed by this Agreement (the "Company") is HomeFed Franklin LLC.

1.2 Formation. The Company was formed by filing a Certificate of Formation ("Certificate") with the Delaware Secretary of State on the Effective Date.

1.3 Principal Executive Office. The principal executive office of the Company shall be at 1903 Wright Place, Suite 220, Carlsbad, California 92008, until changed by the Member.

1.4 Agent for Service of Process. The agent for service of process of the Company shall be designated from time to time by the Member.

2. DEFINITIONS.

The following terms used in this Agreement shall have the following meanings, unless expressly provided otherwise:

2.1 "Allocations" means a person's share of the net income, gains, net losses, and similar items, for income tax purposes, of the Company.

2.2 "Distribution" means the transfer of money or property by the Company to its Member without consideration.

2.3 "IRC" means the Internal Revenue Code of 1986, as amended, or any successor provisions.

2.4 "LLC Act" means the Limited Liability Company Act, Title 6, Article 18, Sections 18-101 et seq., of the Delaware Code, or any successor provisions.

2.5 "Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity.

3. POWERS AND PURPOSE.

3.1 General. The Company shall have the power to engage in all activities which an LLC may legally engage in under applicable law, including the powers described in Section 18-106 of the LLC Act.

3.2 Purpose. The purpose of the Company is to (i) acquire, manage and operate such loans and properties as may approved from time to time by the Member, and (ii) carry on such related activities as may be necessary or incidental to such purposes.

4. CAPITALIZATION.

4.1 Capital. The Member shall from time to time contribute to the Company such amounts as may be determined by the Member. The Member may, but shall not be obligated to, contribute additional capital to the Company.

4.2 Loans. The Company may from time to time borrow such amounts from such persons (including the Member or its affiliates) on such security and payable on such terms as may be approved by the Member. The Member shall not be obligated to make any loans to the Company.

5. DISTRIBUTIONS.

5.1 General. Distributions shall be made from time to time to the Member, in such amounts as the Member may from time to time determine.

5.2 Limitations on Distributions. No distributions shall be made in contravention of Section 18-607 of the LLC Act.

6. ALLOCATIONS.

6.1 Allocation of Income, Gains, Losses, Deductions and Tax Credits. All income, gains, losses, deductions, tax credits and similar items of the Company shall be allocated from time to time to the Member.

6.2 Net Income, Gain and Net Loss. The net income, gain and net loss of the Company shall be computed at the end of each fiscal year in accordance with federal tax accounting principles, consistently applied, and shall be credited to or debited against the capital account of the Member. The terms net income, net loss, income, gains, losses, deductions and tax credits shall refer to and be defined as those terms are used and defined for federal income tax purposes.

7. OTHER FINANCIAL MATTERS.

7.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

7.2 Tax Elections. The Company shall have the right, as determined by the Member, to make any elections or determinations required or permitted for federal or state income tax or other tax purposes.

7.3 Bank Accounts. The Company shall maintain a checking account in the name of the Company at a bank or other financial institution (and with signatories) approved by the Member. Additional accounts of the Company may be authorized by the Member. All funds of the Company shall be maintained in such account(s).

7.4 Organization Expenses. The Company shall pay or reimburse the Member for all organizational expenses of the Company, including legal fees and costs incurred in connection with formation of the Company.

8. MANAGEMENT.

8.1 Member.

8.1.1 Management Authority. The business and affairs of the Company shall be managed by or under the authority of the Member. The Member shall have full power and authority to act on behalf of the Company, including without limitation the power and authority to execute contracts, instruments and other documents on behalf of the Company.

8.1.2 Arrangements with Member. The Member may transact business with the Company and, subject to other applicable law, has the same rights and obligations with respect thereto as a person who is not a Member.

8.2 Officers.

8.2.1 General. The Member may from time to time appoint and remove officers of the Company, including a chief executive officer, a president, a chief operating officer, one or more vice presidents, a chief financial officer, a secretary and any other officers with such titles, powers, and duties as shall be determined from time to time by the Member.

8.2.2 Appointment. The officers shall be appointed by the Member, and each shall hold office until resignation or removal, or appointment of a successor. Unless otherwise determined by the Member, the officers shall not be entitled to any fee or other compensation in connection with the performance of their obligations under this Agreement.

8.2.3 Removal. Any officer may be removed, either with or without cause, by the Member, at any regular or special meeting or by written consent.

8.2.4 Resignation. Any officer may resign at any time by giving written notice to the Member or to the chief executive officer of the Company (subject to the rights, if any, of the Company under any contract of employment). Any such resignation shall take effect upon receipt of such notice or at any later time specified therein; unless otherwise specified in a notice, the acceptance of a resignation shall not be necessary to make it effective.

9. OUTSIDE INTERESTS.

There is no limitation on the outside interests or activities of the Member. The Member may have other business interests and may engage in other activities, whether or not such interests or activities are competitive with the Company, without any obligation to offer any interest in such interests or activities to the Company.

10. LIABILITY AND INDEMNITY.

10.1 Liability of Member. Except as provided in Section 18-607 of the LLC Act, the Member shall not be personally liable under any judgment of a court, or in any other manner, for

any debt, obligation or liability, of the Company, whether that debt, liability or obligation arises in contract, tort or otherwise, solely by reason of being a Member of the Company.

10.2 Liability of Officers. No person who is an officer shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that debt, liability or obligation arises in contract, tort or otherwise, solely by reason of being an officer of the Company.

10.3 Indemnity of Member. The Company shall indemnify, defend, protect and hold the Member harmless from and against all claims, losses and liabilities, including attorneys' fees and costs, incurred in connection with Company matters.

11. DISSOLUTION.

11.1 Events of Dissolution. The Company shall be dissolved upon a written election to dissolve by the Member.

11.2 Winding Up and Liquidation. Upon dissolution of the Company, the Member and officers shall wind up the affairs of and liquidate the Company in accordance with applicable law and distribute the net proceeds of liquidation to the Member.

11.3 Time for Liquidation. A reasonable time shall be allowed for the orderly liquidation of Company property and the discharge of Company debts, liabilities and obligations, so as to reduce the loss normally resulting from liquidation.

11.4 Certificate of Dissolution of Company. Upon dissolution of the Company, the Member and officers shall execute, file, publish and record such certificates of dissolution and cancellation, tax returns and other documents and instruments as may be required under applicable law.

12. GENERAL PROVISIONS.

12.1 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to its conflicts of law principles. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

12.2 Amendment and Waiver. This Agreement may be amended only by a written agreement signed by all parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, beneficiaries, legal representatives, successors, assigns and personal representatives of the Member.

12.4 Paragraph Headings. The captions of the paragraphs in this Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

Member:

HomeFed Corp.,
a Delaware corporation

By: 

Name: Paul J. Borden

Title: President

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HOMEFED FRANKLIN LLC", CHANGING ITS NAME FROM "HOMEFED FRANKLIN LLC" TO "HOMEFED FANITA RANCHO, LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF FEBRUARY, A.D. 2011, AT 7:27 O'CLOCK P.M.

4898849 8100

110131730

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8548075


DATE: 02-08-11

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. The name of the limited liability company is HOMEFED FRANKLIN LLC.
2. The Certificate of Formation for HOMEFED FRANKLIN LLC was filed with the Delaware Secretary of State on November 15, 2010, as File No. 4898849.
3. The Certificate of Formation is hereby amended by deleting Article First thereof in its entirety and substituting in lieu thereof:

"FIRST: The name of the limited liability company is HomeFed Fanita Rancho, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 4th day of February, 2011.



Paul J. Borden, President

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
JWO LAND, LLC**

The undersigned, HOMEFED FANITA RANCHO, LLC, a Delaware limited liability company, being the sole Member (the "Member") of JWO LAND, LLC a Delaware limited liability company (the "Company"), hereby consents in writing to the following actions:

WHEREAS, pursuant to the Operating Agreement of the Company, the Member may appoint officers of the Company at any time and such officers, if appointed, shall exercise such powers and perform such duties as shall be determined from time to time by the Member.

WHEREAS, the following have been appointed as officers of the Company: Chris Foulger as President and Erin Ruhe as Vice President.

WHEREAS, the Company owns the real property known as the JWO Land property, located in Santee, California ("Property"), and is contemplating the entitlement and development of the Property as part of the Fanita Ranch master planned community ("Development");

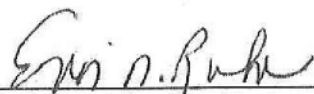
NOW, THEREFORE, BE IT RESOLVED, that Chris Foulger and Erin N. Ruhe, each of whom is an officer of the Company, be, and each of them, acting alone, hereby is, authorized to act as an authorized agent of the Company (an "Authorized Agent"), and in such capacity to execute, certify, file, deliver and record agreements, documents, instruments and letters in the name and on behalf of the Company in connection with the Property, including deeds and other closing documents, from the date hereof until the earlier of (x) the resignation or removal of such person from his or her officer position, or (y) the date this authorization is revoked by subsequent resolution duly adopted by the Member.

RESOLVED, FURTHER, that the Authorized Agents be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take such additional actions as may be or become necessary, appropriate or convenient to put into effect the purposes of the foregoing resolution.

RESOLVED, FURTHER, that any action, document or instrument taken, executed and/or delivered by an Authorized Person for and on behalf of the Company in connection with the foregoing is hereby approved, authorized and ratified in all respects

This Written Consent of the Sole Member of JWO LAND, LLC shall be effective for all purposes as of November 22, 2021.

HOMEFED FANITA RANCHO, LLC, a Delaware limited liability company

By: 
Erin N. Ruhe, Vice President

**LIMITED LIABILITY COMPANY AGREEMENT
OF
JWO LAND, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF JWO LAND, LLC, a Delaware limited liability company ("**Agreement**"), is entered into effective as of November 15, 2011, by HomeFed Fanita Rancho, LLC, a Delaware limited liability company (the "**Member**").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "**Act**"), and hereby agrees as follows:

1. Names and Addresses. The name of the limited liability company formed hereby is JWO Land, LLC, a Delaware limited liability company (the "**Company**"). The registered office of the Company in the State of Delaware shall be at 3500 South Dupont Highway, Dover, Delaware 19901. The name and address of the registered agent for the Company in the State of Delaware shall be Incorporating Services, Ltd., at 3500 South Dupont Highway, Dover, Delaware 19901. The principal office for the Company shall be maintained at 1903 Wright Place, Suite 220, Carlsbad, California 92008. The name and address of the Member is HomeFed Fanita Rancho, LLC, 1903 Wright Place, Suite 220, Carlsbad, California 92008.

2. Certificates. Joe M. Davidson, Esq., as an authorized person within the meaning of the Act, shall execute, deliver and file the Certificate of Formation for the Company with the Delaware Secretary of State. Such authorized person or such other person as is designated by the Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company may engage in any lawful business activity permitted by the Act.

4. Term. The term of the Company shall commence on the date the Certificate of Formation for the Company is filed with the Delaware Secretary of State and shall continue perpetually, unless dissolved sooner pursuant to Paragraph 16 or unless extended by the Member.

5. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

6. Admission of Member. The Member shall be admitted as the member of the Company on the date upon which the Certificate of Formation is filed with the Delaware Secretary of State.

7. Capital Contributions. The Member shall not be obligated to make a contribution to the capital of the Company in connection with the execution of this Agreement. The Member may make one or more contributions to the capital of the Company at such times and in such amounts as are determined in the sole, absolute and subjective discretion of the Member.

8. Allocation of Profits and Losses. Net losses and net profits of the Company shall be allocated 100% to the Member.

9. Distributions of Cash Flow. Distributions of cash flow shall be made to the Member at such times and in such amounts as are determined by the Member. Notwithstanding any other provision contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

10. Management.

(a) Management by the Member. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the full power and authority to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including, without limitation, all powers, statutory or otherwise, possessed by a member of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

(b) Officers. The Member may from time to time designate officers of the Company and delegate to such officers such authority and duties as the Member may deem advisable in its sole and absolute discretion. Unless the Member decides otherwise, if the title assigned to any officer is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Paragraph 10(b) may be revoked at any time by the Member. The Member hereby designates the following individuals as officers of the Company with equal and independent full power and authority to act for and on behalf of the Company: Paul J. Borden, as President of the Company, and Erin N. Ruhe, Curt R. Noland and Chris Foulger, as Vice Presidents of the Company.

11. Other Businesses. The Member may engage in or possess an interest in one or more other business ventures (unconnected with the Company) of any kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

12. Liability and Indemnity. Neither the Member, any officer of the Company nor any authorized person of the Company ("**Indemnified Party**") shall be liable or accountable in

damages or otherwise to the Company for any error of judgment or any mistake of fact or law or for anything that such Indemnified Party may do or refrain from doing hereafter, except in the case of fraud, willful misconduct or gross negligence in performing or failing to perform such Indemnified Party's duties hereunder. To the maximum extent permitted by law, the Company hereby indemnifies, defends, protects and agrees to hold each Indemnified Party wholly harmless from and against any and all loss, expense or damage suffered by such Indemnified Party by reason of anything which such Indemnified Party may do or refrain from doing hereafter for and on behalf of the Company and in furtherance of its interest; provided, however, (i) no Indemnified Party shall be indemnified, defended, protected and/or held harmless from any loss, cost, expense or damage which such Indemnified Party may suffer as a result of such Indemnified Party's fraud, willful misconduct or gross negligence in performing or in failing to perform such Indemnified Party's duties hereunder, and (ii) any such indemnity shall be recoverable only from the assets of the Company and the Member shall not have any personal liability therefor. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Member (and/or an officer or representative thereof) otherwise existing at law or in equity, are agreed by the Member to replace such duties and liabilities of the Member (and/or such officer or representative).

13. Transfers. The Member may freely transfer or encumber its interest in the Company. Any transferee shall be admitted into the Company as a substituted member upon the written consent of the Member and the transferee's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

14. Admission of Additional Members. One or more additional members of the Company may be admitted into the Company as substituted members therein upon the written consent of the Member.

15. Meetings. The Member shall not be required to hold any required or regularly scheduled meetings. Notwithstanding the foregoing, a meeting may be called by the Member for the purpose of discussing or voting on matters relating to the business and affairs of the Company. Any such meetings shall be held during normal business hours either telephonically or in person at the principal office of the Company (or at such other location as is determined in the sole, absolute and subjective discretion of the Member).

16. Dissolution.

(a) Generally. The admission of one or more additional members shall not dissolve the Company. However, the Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the sale, transfer or other disposition by the Company of all or substantially all of its assets and the collection by the Company of any and all cash proceeds derived therefrom, (ii) the election of the Member, (iii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or (iv) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Bankruptcy. The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) Application of Assets. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

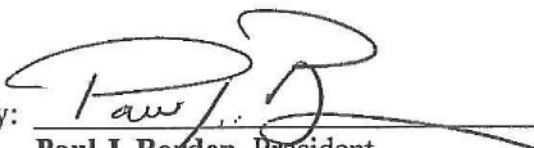
19. Governing Law. This Agreement (and all of the rights and remedies hereunder) shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles).

20. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

21. No Third-Party Beneficiary. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the Member, and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other party, whomsoever, deemed to be a third-party beneficiary of this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed this Agreement to be effective as of date first set forth above.

HomeFed Fanita Rancho, LLC,
a Delaware limited liability company

By: 
Paul J. Borden, President

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
RAMPAGE VINEYARD, LLC**

The undersigned, HOMEFED, LLC, a Delaware limited liability company, being the sole Member (the "Member") of RAMPAGE VINEYARD, LLC, a Delaware limited liability company (the "Company"), hereby consents in writing to the following actions:

WHEREAS, pursuant to the Operating Agreement of the Company, the Member may appoint officers of the Company at any time and such officers, if appointed, shall exercise such powers and perform such duties as shall be determined from time to time by the Member.

WHEREAS, the following have been appointed as officers of the Company: Chris Foulger as President and Erin Ruhe as Vice President.

WHEREAS, Rampage owns the real property known as Summit Ave property, located in Santee, California ("Property"), and is contemplating the entitlement and development of the Property as part of the Fanita Ranch master planned community ("Development");

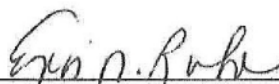
NOW, THEREFORE, BE IT RESOLVED, that Chris Foulger and Erin N. Ruhe, each of whom is an officer of the Company, be, and each of them, acting alone, hereby is, authorized to act as an authorized agent of the Company (an "Authorized Agent"), and in such capacity to execute, certify, file, deliver and record agreements, documents, instruments and letters in the name and on behalf of the Company in connection with the Property, including deeds and other closing documents, from the date hereof until the earlier of (x) the resignation or removal of such person from his or her officer position, or (y) the date this authorization is revoked by subsequent resolution duly adopted by the Member.

RESOLVED, FURTHER, that the Authorized Agents be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take such additional actions as may be or become necessary, appropriate or convenient to put into effect the purposes of the foregoing resolution.

RESOLVED, FURTHER, that any action, document or instrument taken, executed and/or delivered by an Authorized Person for and on behalf of the Company in connection with the foregoing is hereby approved, authorized and ratified in all respects

This Written Consent of the Sole Member of RAMPAGE VINEYARD, LLC shall be effective for all purposes as of November 22, 2021.

HOMEFED, LLC, a Delaware limited liability company

By: 
Erin N. Ruhe, Vice President

OPERATING AGREEMENT
OF
RAMPAGE VINEYARD, LLC

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES OFFERED HEREBY MAY NOT BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM.

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OPERATING AGREEMENT
OF
RAMPAGE VINEYARD, LLC

This Operating Agreement ("Agreement"), effective the 22nd day of October, 2003, is entered into by HomeFed Corporation, a Delaware corporation, as the Member, pursuant to the Act on the following terms and conditions.

1. Organization.

1.1 Formation. On October 22, 2003, the Certificate of Formation was filed in the office of the Secretary of State of Delaware in accordance with and pursuant to the Act.

1.2 Name and Place of Business. The name of the Company shall be Rampage Vineyard, LLC, and its principal place of business shall be 1903 Wright Place, Suite 220, Carlsbad, California 92008. The Member may change such name, change such place of business or establish additional places of business of the Company as the Member may determine to be necessary or desirable.

1.3 Business and Purpose of the Company. The primary purpose of the Company is to (i) acquire, own and operate a vineyard on the Land and to hold the Land for investment and to lease, improve, develop, mortgage, maintain, refinance, manage and dispose of the Land; and (ii) transact any and all lawful business for which a limited liability company may be organized under the laws of the State of Delaware that is incident, necessary or appropriate to accomplish the foregoing.

1.4 Term. The term of this Agreement shall be until December 31, 2050, unless the Company is sooner dissolved as provided in this Agreement.

1.5 Required Filings. The Member shall execute, acknowledge, file, record and/or publish such certificates and documents, as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.6 Registered Office and Registered Agent. The Company's initial registered office and initial registered agent shall be as provided in the Certificate of Formation. The registered office and registered agent may be changed from time to time by the Member by filing the address of the new registered office and/or the name of the new registered agent pursuant to the Act.

2. Definitions. Definitions for this Agreement are set forth on Exhibit A and are incorporated herein.

3. Capitalization and Financing. The Member shall contribute the sum of \$5,000 to the Company. In exchange for such contribution, the Member shall receive all of the membership interests in the Company. The Member may, but shall not be obligated to, make any additional capital contributions.

4. Allocation of Tax Items. For each fiscal year, the net income and net loss of the Company shall be allocated to the Member.

5. Distributions. Distributable cash from operations with respect to each fiscal year shall be distributed to the Member.

6. Company Expenses. The Company shall pay directly, or reimburse the Member, as the case may be, for all of the costs and expenses of the Company's operations.

7. Authority, and Responsibilities of the Member.

7.1 Management. The business and affairs of the Company shall be managed by its Member. The Member shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

7.2 Member Authority. The Member shall have all authority, rights and powers conferred by law and those required or appropriate to the management of the Company's business, which, by way of illustration but not by way of limitation, shall include the right, authority and power to cause the Company to:

7.2.1 Acquire, own, take actions with respect to, develop and dispose of the Land;

7.2.2 Borrow money, and, if security is required therefor, to pledge or mortgage or subject Property to any security device, to obtain replacements of any mortgage or other security device and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage or other security device. All of the foregoing shall be on such terms and in such amounts as the Member, in its sole discretion, deems to be in the best interest of the Company;

7.2.3 Enter into such contracts and agreements as the Member determines to be reasonably necessary or appropriate in connection with the Company's business and purpose (including contracts with Affiliates of the Member), and any contract of insurance that the Member deems necessary or appropriate for the protection of the Company and the Member, including errors and omissions insurance, for the conservation of Company assets, or for any purpose convenient or beneficial to the Company;

7.2.4 Employ persons or entities, who may be Affiliates of the Member, in the operation and management of the business of the Company;

7.2.5 Prepare or cause to be prepared reports, statements, and other relevant information for distribution to the Member.

7.2.6 Open accounts and deposits and maintain funds in the name of the Company in banks, savings and loan associations, "money market" mutual funds and other instruments as the Member may deem in its discretion to be necessary or desirable;

7.2.7 Cause the Company to make or revoke any of the elections referred to in the Code;

7.2.8 Select as its accounting year a calendar or fiscal year as may be approved by the Internal Revenue Service;

7.2.9 Determine the appropriate accounting method or methods to be used by the Company;

7.2.10 Require in any Company contract that the Member shall not have any personal liability, but that the person or entity contracting with the Company is to look solely to the Company and its assets for satisfaction;

7.2.11 Lease personal property for use by the Company;

7.2.12 Establish reserves from income in such amounts as the Member may deem appropriate;

7.2.13 Make secured or unsecured loans to the Company and receive interest at a rate equal to the greater of twelve percent (12%) per annum or the reference rate then quoted by Bank of America N.A., or, if Bank of America N.A. is no longer in existence, the reference rate quoted by its successor;

7.2.14 Represent the Company as the "tax matters partner;"

7.2.15 Initiate legal actions, settle legal actions and defend legal actions on behalf of the Company;

7.2.16 Admit itself as a Member;

7.2.17 Perform any and all other acts which the Member is obligated to perform hereunder; and

7.2.18 Execute, acknowledge and deliver any and all instruments to effectuate the foregoing and take all such actions in connection therewith as the Member may deem necessary or appropriate. Any and all documents or instruments may be executed on behalf and in the name of the Company by the Member.

7.3 Tax Matters Member. The Member is hereby appointed to act as the "tax matters partner."

7.4 Indemnification of Member. The Member, its members, managers, Affiliates, officers, directors, partners, employees, agents and assigns, shall not be liable for, and shall be indemnified and held harmless (to the extent of the Company's assets) from, any loss or damage incurred by them, the Company or the Member in connection with the business of the Company, including costs and reasonable attorneys' fees and any amounts expended in the settlement of any claims of loss or damage resulting from any act or omission performed or omitted.

7.5 No Personal Liability for Return of Capital. The Member shall not be personally liable or responsible for the return or repayment of all or any portion of the capital contribution of any Member or any loan made to the Company, it being expressly understood that any such return of capital or repayment of any loan shall be made solely from the assets (which shall not include any right of contribution from any Member) of the Company.

7.6 Officers.

7.6.1 Appointment of Officers. The Member may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Member, may include a chairperson, president, vice president, secretary, and chief financial officer. The officers shall serve at the pleasure of the Member, subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices. No officer need be a resident of the State of California, the State of Delaware or a citizen of the United States. The Member's officers may serve as officers of the Company if elected by the Member. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Member.

7.6.2 Removal, Resignation and Filling of Vacancy of Officers. Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Member at any time. Any officer may resign at any time by giving written notice to the Member. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

7.6.3 Salaries of Officers. The salaries of all officers and agents of the Company shall be fixed by a resolution of the Member.

7.6.4 Duties and Powers of the Chairperson. The chairperson, if such an officer be appointed, shall, if present, preside at meetings of the Member, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Member or prescribed by this

Agreement. If there is no president, the chairperson shall in addition be the chief executive officer of the Company and shall have the powers and duties prescribed in Section 7.6.5.

7.6.5 Duties and Powers of the President. Subject to such supervisory powers, if any, as may be given by the Member to the chairperson, if there is such an officer, the president shall be the chief executive officer of the Company, and shall, subject to the control of the Member, have general and active management of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Member or this Agreement. The president shall execute bonds, mortgages and other contracts, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Member to some other officer or agent of the Company.

7.6.6 Duties and Powers of Vice-President. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by a resolution of the Member, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Member by resolution may from time to time prescribe.

7.6.7 Duties and Powers of Secretary. The secretary shall attend all meetings of the Member, and shall record all the proceedings of the meetings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Member and shall perform such other duties as may be prescribed by the Member. The secretary shall have custody of the seal, if any, and the secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature. The Member may give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his or her signature.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Company's transfer agent or registrar, as determined by resolution of the Member, a register, or a duplicate register, showing the names of all Members and their addresses, their percentage interests, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation. The secretary shall also keep all documents described in Section 9 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Member. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

If the Member chooses to appoint an assistant secretary or assistant secretaries, the assistant secretaries, in the order of their seniority, in the absence, disability or inability to act of the secretary, shall perform the duties and exercise the powers of the secretary, and shall perform such other duties as the Member may from time to time require.

7.6.8 Duties and Powers of Chief Financial Officer. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and membership interests. The books of account shall at all reasonable times be open to inspection by any Member.

The chief financial officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member.

The chief financial officer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the president and the Member, at its regular meetings, or when the Member so requires, at a meeting an account of all his or her transactions as treasurer and of the financial condition of the Company.

The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement or from time to time by the Member. The chief financial officer shall have the general duties, powers and responsibility of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

If the Member chooses to elect an assistant treasurer or assistant treasurers, the assistant treasurers in the order of their seniority shall, in the absence, disability or inability to act of the chief financial officer, perform the duties and exercise the powers of the chief financial officer, and shall perform such other duties as the Member shall from time to time request.

7.6.9 Signing Authority of Officers. Subject to any restrictions imposed by the Member, any officer, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. All checks, drafts, and other instruments obligating the Company to pay money in an amount of less than \$10,000.00 may be signed by any officer or any other person authorized by the Company, acting alone. All checks, drafts, and other instruments obligating the Company to pay money in an amount of \$10,000.00 or more must be signed on behalf of the Company by any two officers and/or such authorized persons acting together. The President or any Vice President shall be authorized to sign contracts and obligations on behalf of the Company.

7.7 Authority as to Third Persons.

7.7.1 No third party dealing with the Company shall be required to investigate the authority of the Member. No purchaser of any property or interest owned by the Company shall be required to determine the right to sell or the authority of the Member to sign and deliver any

instrument of transfer on behalf of the Company, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith.

7.7.2 The Member shall have full authority to execute on behalf of the Company any and all agreements, contracts, conveyances, deeds, mortgages and other instruments, and the execution thereof by the President or by any Vice President of the Company, executing on behalf of the Company, shall be the only execution necessary to bind the Company thereto.

7.7.3 The Member shall have the right by separate instrument or document to authorize one or more individuals or entities to execute documents on behalf of the Company and any such documents executed by such agent shall be binding upon the Company as if executed by the Member.

8. Assignment of the Member's Interest. The Member may sell, assign, hypothecate, encumber or otherwise transfer all or any part of its interest in the Company.

9. Books, Records, Accounting and Reports:

9.1 The Company shall maintain at its principal office the Company's records and accounts of all operations and expenditures of the Company including the following:

9.2 A current list in alphabetical order of the full name and last known business or resident address of the Member, together with the capital contribution and the share in profits and losses of the Member;

9.3 A copy of the Certificate of Formation and all amendments thereto, together with any powers of attorney pursuant to which the Certificate of Formation or any amendments thereto were executed;

9.4 Copies of the Company's Federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

9.5 Copies of this Agreement and any amendments thereto together with any powers of attorney pursuant to which any written accounting or any amendments thereto were executed;

9.6 Copies of any financial statements of the Company, if any, for the six most recent years; and

9.7 The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four fiscal years.

10. Termination and Dissolution of the Company.

10.1 Termination of Company. The Company shall be dissolved, shall terminate and its assets shall be disposed of, and its affairs wound up upon the earliest to occur of the following:

10.1.1 Upon the happening of any event of dissolution specified in the Certificate of Formation;

10.1.2 A determination by the Member to terminate the Company; or

10.1.3 The expiration of the term of the Company.

10.2 Certificate of Cancellation. As soon as possible following the occurrence of any of the events specified in Section 10.1, the Member shall execute a Certificate of Cancellation in such form as shall be prescribed by the Delaware Secretary of State and file the Certificate as required by the Act.

10.3 Liquidation of Assets. Upon a dissolution and termination of the Company, the Member shall take full account of the Company assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining the fair market value thereof, and shall apply and distribute the proceeds therefrom in the following order:

10.3.1 To the payment of creditors of the Company, including the Member, but excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets;

10.3.2 To the setting up of any reserves as required by law for any contingent liabilities or obligations of the Company; provided, however, that said reserves shall be deposited with a bank or trust company in escrow at interest for the purpose of disbursing such reserves for the payment of any of the aforementioned contingencies and, at the expiration of a reasonable period, for the purpose of distributing the balance remaining in accordance with remaining provisions of this Section 10.3; and

10.3.3 Any remaining amount to the Member.

11. Relationship of This Agreement to the Act. Many of the terms of this Agreement are intended to alter or extend provisions of the Act as they may apply to the Company or the Member. Any failure of this Agreement to mention or specify the relationship of such terms to provisions of the Act that may affect the scope or application of such terms shall not be construed to mean that any of such terms is not intended to be an operating agreement provision authorized or permitted by the Act or which in whole or in part alters, extends or supplants provisions of the Act as may be allowed thereby.

12. Miscellaneous.

12.1 Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

12.2 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Member.

12.3 Severability. In the event any sentence or Section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

12.4 Notices. All notices under this Agreement shall be in writing and shall be given to the Member by personal service or by mail, posted to the address maintained by the Company for such person or at such other address as the Member may specify in writing.

12.5 Member's Address. The name and address of the Member is as follows: HomeFed Corporation, 1903 Wright Place, Suite 220, Carlsbad, California 92008.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12.7 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference. Such titles and captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provisions hereof.

12.8 Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, and vice versa.

12.9 Time. Time is of the essence with respect to this Agreement.

12.10 Descriptions. All descriptions referred to in this Agreement are expressly incorporated herein by reference as if set forth in full, whether or not attached hereto.

12.11 Integrated and Binding Agreement. This Agreement contains the entire understanding and agreement of the Member.

IN WITNESS WHEREOF, the undersigned have set their hands to this Agreement as of the date first set forth in the preamble.

HomeFed Corporation, a Delaware corporation

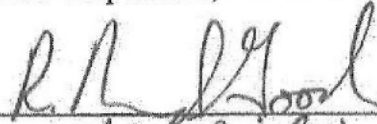
By: 
Its: Vice-president

EXHIBIT A

Definitions

"Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Affiliate" shall mean (i) any person directly or indirectly controlling, controlled by or under common control with another person; (ii) a person owning or controlling 10% or more of the outstanding voting securities of such other person; (iii) any officer, director or partner of such other person; and (iv) if such other person is an officer, director or partner, any company for which such person acts in any capacity. The term "person" shall include any natural person, corporation, partnership, trust, unincorporated association or other legal entity.

"Agreement" shall mean this Operating Agreement, as amended from time to time.

"Certificate of Formation" shall mean the Certificate of Formation of the Company as filed with the Secretary of State of Delaware as the same may be amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or replaced.

"Company" shall refer to Ramage Vineyard, LLC.

"Land" means the real property located in Madera County, California, known as "Ramage Vineyard" and containing approximately 2,159 acres, as more particularly described in Exhibit B attached hereto and incorporated herein.

"Member" shall refer to HomeFed Corporation, a Delaware corporation.

"Property" shall refer to any or all of such real and tangible or intangible personal property or properties as may be acquired by the Company.

EXHIBIT B

LEGAL DESCRIPTION