

RECORDED AT REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attn: City Clerk

Fee Exempt B Gov't Code '6103

(Space above for Recorder's Use)

**FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF COMMUNITY PURPOSE FACILITY
ACREAGE FOR OTAY RANCH VILLAGE TWO
between the
CITY OF CHULA VISTA,
and
OTAY PROJECT, L.P**

THIS FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF COMMUNITY PURPOSE FACILITY ACREAGE FOR OTAY RANCH VILLAGE TWO ("**Amendment**") dated and effective as of _____, 201__, (the "Effective Date") is entered into by and among THE CITY OF CHULA VISTA, a California charter city and municipal corporation ("**City**"), and OTAY PROJECT, L.P., a California limited partnership ("**OPLP**"). The City or OPLP are sometimes individually referred to in this Amendment as a "Party" and are collectively referred to as the "Parties". The Parties enter into this Amendment with reference to the following facts:

RECITALS

A. CPF Agreement. OPLP and City are parties to that certain Agreement for the Provision of Community Purpose Facility (CPF) Acreage for Otay Ranch Village Two dated August 22, 2012 and recorded in the Official Records of the County of San Diego, State of California, on November 19, 2012 as Doc. No. 2012-0722469 ("**Agreement**") for the property in the City of Chula Vista, State of California, more particularly described in the Agreement. Terms defined in the Agreement shall have same meaning when used in this Amendment.

B. Timing of Delivery of CPF Site. The Parties would like to change the provision of the Agreement regarding the timing of delivery of the Restricted Acreage, as provided below in this Amendment.

C. Amendment. To assure that both Parties can achieve the mutual benefits envisioned in the Agreement, OPLP and City are amending the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the above Recitals and the mutual obligations of the Parties set forth herein, OPLP and City agree as follows:

1. Delivery of the CPF Site. The trigger for the delivery of the CPF Site is hereby changed. Rather than using a fixed number of units, the trigger shall be based on a percentage of units built. Article IV., Section A. of the Agreement (Delivery of CPF Site - Timing of Development) is hereby replaced in its entirety with the following:

AA. **Timing of Development.** Prior to the issuance of building permit for the residential unit representing 75% of the total number of units to be constructed in Village 2, OPLP shall have graded the Restricted Acreage to a 3% or less slope, cleared any and all obstructions on the property, and established legal access and installed utility connections up to the property boundary.”

2. Full Force. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

3. Recording. This Amendment shall be recorded by OPLP against all properties zoned for residential development owned by OPLP located within Village 2 within fifteen (15) calendar days of the Effective Date.

[Remainder of page intentionally left blank]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF COMMUNITY PURPOSE FACILITY
ACREAGE FOR OTAY RANCH VILLAGE TWO
between the
CITY OF CHULA VISTA,
and
OTAY PROJECT, L.P**

IN WITNESS WHEREOF, City and OPLP have executed this Amendment, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

CITY

OPLP

CITY OF CHULA VISTA, a California charter city and municipal corporation

OTAY PROJECT, L.P.,
a California limited partnership *

By: _____
Mary Casillas Salas, Mayor

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

By: _____
Kerry K. Bigelow, City Clerk

* *Attach partnership signature authority.*

APPROVED AS TO FORM:

By: _____
Glen R. Googins, City Attorney

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

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

On _____, _____, before me, _____,
 Notary Public in and for said State, personally appeared
 _____, who proved to me on the
 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, _____, before me, _____,
Notary Public in and for said State, personally appeared
_____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)