


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL


for Glen R. Goggins
City Attorney

Dated: 11/9/15

GRANT OF EASEMENTS, LICENSE AND
MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHULA VISTA AND
SLF IV MILLENIA LLC
FOR CHULA VISTA TRACT NO. 09-03

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City Clerk
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

No transfer tax is due as this is a conveyance to a public agency for less than a fee interest for which no cash consideration has been paid or received

ABOVE SPACE FOR RECORDER'S USE

CCV File No. OR-853F

GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT

**CHULA VISTA TRACT NO. 09-03
OTAY RANCH MILLENIA PHASE 2 (EASTERN URBAN CENTER)**

(DEDICATED EASEMENTS)

THIS GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 20__, by and between the CITY OF CHULA VISTA, a Municipal Corporation (“**City**”), and SLF IV- MILLENIA LLC, a Delaware Limited Liability Company (“**Millenia, LLC**”).

RECITALS

A. This Agreement concerns and affects certain improvements within a portion of the real property located in Chula Vista, California, more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“**Property**”). The Property is part of the Otay Ranch Master Planned Community and is commonly known as Millenia Phase 2 and also referred to as the Eastern Urban Center (“**Millenia Phase 2**”), being subject of that certain City Council Resolution No. 2009-224 (“**City Resolution**”). For purposes of this Agreement, the terms “Millenia Phase 2” or “Project” shall refer to the Millenia Phase 2 property.

B. City Council adopted Resolution No. 2013-247 on December 23, 2013 approving a Grant of Easements, License and Maintenance Agreement between SLF IV/McMillin Millenia JV, LLC, and the City for Millenia Phase 1 (the “Phase 1 GELMA”) that was recorded in the County Clerks Office as Official Document No. 2014-0012781. The Phase 1 GELMA encumbered a portion of the Eastern Urban Center that consist of Lots 1 through 9, and Lots “A” through “M” of Chula Vista Tract No. 09-03, Otay Ranch Millenia (Eastern Urban Center), Final Map No. 15942 and will still be in full force and effect.

C. Millenia, LLC is the owner of the Property and the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Millenia filed, or to be filed, in the

County Recorder's Office of San Diego County, of the state of California ("**Community Declaration**"). The Community Declaration provides for the Millenia Community Association, a California Nonprofit Mutual Benefit Corporation ("**Millenia Association**") to maintain certain areas in the Community. Furthermore, one or more subassociations may be formed ("**Subassociations**") for particular areas within the Millenia Community; the purposes of which would include the maintenance of certain amenities within the area over which the Subassociation has jurisdiction.

D. The Property as described on **Exhibit "A"** is, or will become, covered by certain final maps ("**Final Maps**").

E. In order for Millenia, LLC to obtain the Final Maps for Millenia Phase 2 and for the City to have assurance that the maintenance of certain areas within the Millenia Community would be provided for, the City and Millenia, LLC have or will entered into a Supplemental Subdivision Improvement Agreement ("**SSIA**"). In the SSIA, Millenia, LLC agrees that maintenance of such areas shall be accomplished by the creation of the Millenia Association. The Parcels shown on **Exhibit "B"**, attached hereto, describe those particular areas which were dedicated to the public on one or more Final Maps, but which include landscaping and drainage improvements to be maintained by the Millenia Association. The public areas to be maintained by the Millenia Association are collectively referred to as the "Millenia Association Maintained Public Areas".

F. The City desires to grant to Millenia, LLC easements for landscape maintenance purposes upon, over, and across the Millenia Association Maintained Public Areas as shown on **Exhibit "B"**, in order to facilitate the performance by Millenia, LLC of the obligations as set forth in the SSIA, adopted pursuant to the City Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as set forth below.

1. Grant of Easements. The City hereby grants to Millenia, LLC and its agents, successors, and assigns, non-exclusive easements and right-of-way over and across the Millenia Association Maintained Public Areas for the purpose of maintaining, repairing, and replacing landscaping and other improvements located thereon as described on **Exhibit "C"**. The grants are made without any warranties of any kind, express or implied, other than the warranty stated in **Paragraph 14(f)** below.

2. Maintenance Obligations.

(a) **Millenia, LLC to Initially Maintain.** Millenia, LLC hereby covenants and agrees, at its sole cost and expense, to maintain, repair, and replace, or cause to be maintained, repaired, or replaced, those improvements within the Millenia Association Maintained Public Areas which are described on **Exhibit "C"** attached hereto, at a level equal to or better than the level of maintenance which is acceptable to the Director of Public Works, at his/her discretion and equivalent to City or Community Facilities District Maintained right-of-way facilities. For purposes of this Agreement, the term "Maintenance", or "Maintain" shall mean the maintenance, repair, the provision of water and replacement obligations described

herein and on **Exhibit “C”** hereto and shall also include repair and replacement at no cost to the City of any City-owned property that is damaged as a result of the activity of Millenia, LLC, or the Millenia Association or any other Transferee (as described below) during the performance of the maintenance responsibilities pursuant to this Agreement. **Exhibit “C”** also refers to the maintenance responsibilities of the City which the City shall perform.

(b) **Transfer to Millenia Association or Other Transfers.** Upon Millenia, LLC’s transfer of maintenance obligations to the Millenia Association, (i) the Millenia Association shall become obligated to perform the obligations so transferred, and (ii) subject to the City determining that the requirements of **Paragraph 3** below have been satisfied, Millenia, LLC shall be released from such obligation. Transfer of maintenance obligations to the Millenia Association may be phased (that is, there may be multiple transfers).

Millenia, LLC represents to City that it intends to, and has the authority to, unilaterally transfer all or some of the maintenance obligations either (i) to the Millenia Association and that such transfer has been provided for in the Community Declaration, and that such document(s) include the provisions described in **Paragraph 3(a)(ii)** below, or alternatively (ii) to a new homeowners association (“**New Association**”) established for maintenance of the open space and thoroughfare median areas in the Property, and that such transfer shall be provided for in the declaration of restrictions (“**New Declaration**”) for the New Association, and that such document(s) shall include the provisions described in **Paragraph 3(a)(ii)** below. References below in this Agreement to the “Association” shall include the New Association and “Declaration” shall include the New Declaration if Millenia, LLC elects to form a new homeowners association for all or a portion of the Property. Alternatively, Millenia, LLC shall have the right to unilaterally transfer all or some of the obligations hereunder to a Transferee (as described in **Subsection (c)** below) or to any other person or entity who acquires all or a portion of Millenia, LLC’s interest in the Millenia community as provided in **Section 10**. Upon any such transfer by Millenia, LLC to a Transferee, Millenia, LLC shall be released from any future obligations arising after the transfer and the assignee shall assume the obligations arising after the date of the transfer.

(c) **Transfer by Millenia Association.** The Millenia Association shall have the right to transfer Maintenance obligations to a Subassociation or to the owner of an apartment project (“**Transferee**”). Upon the Millenia Association’s transfer of Maintenance obligations to a Transferee, (i) the Transferee shall become obligated to perform the obligation so transferred, (ii) the Millenia Association shall retain the right to perform the Maintenance should the Transferee fail to do so, and (iii) the Millenia Association shall be released from the obligations so transferred subject to the City determining that the requirements of Paragraph 4 below have been satisfied. Although it is possible that Maintenance obligations might be transferred to an apartment owner, Millenia, LLC does not believe it is likely that maintenance obligations will be transferred to an apartment owner.

3. Assignment and Release of Millenia, LLC.

(a) **Assignment.** Upon Millenia, LLC’s transfer of the Maintenance obligations to the Millenia Association, it is intended by the parties that the Millenia Association shall perform the Maintenance obligations either itself or by contractors. Such transfer to the

Millenia Association will release Millenia, LLC from its obligations only if all of the following occur:

(i) Millenia Association Accepts Obligation. The Millenia Association has unconditionally accepted and assumed all of Millenia, LLC's obligations under this Agreement in writing arising after the date of the assignment and such assignment provides that the burden of this Agreement remains a covenant running with the land, and the assignee expressly assumes the obligations of Millenia, LLC under this Agreement arising after the date of the assignment. The assignment shall also have been approved by the appropriate governing body of the Millenia Association by resolution or similar procedural method and approved as to form and content by the City Attorney. The City shall not unreasonably withhold or delay its consent to such assignment.

(ii) Millenia Association's Community Declaration. The City has confirmed that there have been no modifications to the recorded Community Declaration previously approved by the City, to any of the following provisions: the Millenia Association shall be responsible for the maintenance of the Millenia Association Maintained Public Areas, the Millenia Association shall indemnify City for all claims, demands, causes of action, liability or loss related to or arising from the maintenance activities by the Millenia Association except to the extent caused by the negligence or misconduct of the City, and the Millenia Association shall not seek to be released by City from the maintenance obligations of this Agreement, without the prior consent of City and one hundred percent (100%) of the holders of first mortgages or owners of the Property.

(iii) Millenia Association Insurance. The Millenia Association procures and formally resolves to maintain at its sole cost and expense, commencing no later than the City's release of all of Millenia, LLC's landscape maintenance bonds, a policy of public liability insurance which at least meets the requirements of **Section 5.1(a)** of the Community Declaration which reads as follows:

(b) General Liability Insurance. The Master Association shall obtain a comprehensive general liability and property damage insurance policy insuring the Master Association and the Owners against liability incident to ownership or use of the Master Association Property. The limits of such insurance shall not be less than three million dollars (\$3,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. The Aggregate Limit will not be less than two times the Combined BI/PD "per occurrence" Limit of Liability, or not less than \$6,000,000. The insurer issuing such insurance shall have rating by A. M. Best of "A, Class V" or better with no modified occurrences and as admitted by Best's Insurance Guide. Such insurance shall include the following additional provisions provided they are available on a commercially reasonable basis:

(i) The City of Chula Vista shall be named as a Liability Additional Insured to such insurance on a Primary basis, and the Liability Additional Insured Endorsement shall not exclude products/completed operations hazard pursuant to the City's requirements to the Master Association to do so;

(ii) The policy shall not contain a cross-suit exclusion clause which would abrogate coverage should litigation ensue between insureds;

(iii) The policy shall contain the following severability clause (or language which is substantially the same): “The coverage shall apply separately to each insured except with respect to the limits of liability” **Section 5.1(a)** may not be amended without the written consent of the City Attorney and Development Services Director.

The Millenia Association shall provide the City with a Certificate of Insurance, and Liability Additional Insured Endorsement designating, “City of Chula Vista”, upon procurement of the policy as set forth above.

(c) **Release.** When all conditions precedent in **Paragraph 3(a)** are fulfilled, Millenia, LLC shall be released from its obligations under this Agreement, including its security and insurance requirements. Millenia, LLC acknowledges that it has a contractual obligation to perform the terms and conditions of this Agreement until released by the City from this Agreement. At least sixty (60) days prior to such transfer, Millenia, LLC shall give a notice to the City of Millenia, LLC’s intent to transfer its Maintenance obligations herein and provide the City with the appropriate documents listed in **Paragraph 3(a)**. The City acknowledges that Millenia, LLC may transfer its obligations in Phases and in such case, Millenia, LLC shall be released as to the obligations so transferred.

4. **Assignment and Release of Millenia Association.**

(a) **Assignment.** Upon Millenia Association’s transfer of the Maintenance obligations to a Transferee, it is intended by the parties that the Transferee shall perform the Maintenance obligations either itself or by contractors. Such transfer will release Millenia Association from its obligations only if all of the following occur:

(i) **Transferee Accepts Obligation.** The Transferee has unconditionally accepted and assumed all of Millenia Association’s obligations under this Agreement in writing, such assignment provides that the burden of this Agreement remains a covenant running with the land, and the assignee expressly assumes the obligations of Millenia Association under this Agreement. If the Transferee is a Subassociation, the assignment shall also have been approved by the appropriate governing body of the Subassociation by resolution or similar procedural method and approved as to form and content by the City Attorney. The City shall not unreasonably withhold its consent to such assignment.

(ii) **Subassociation’s Declaration of Restrictions.** If the Transferee is a Subassociation, the City has reviewed and approved the Subassociation’s recorded Declaration of Restrictions to confirm that said document contains appropriate maintenance and insurance provisions.

(iii) **Subassociation Insurance.** The Transferee procures and formally resolves to Maintain at its sole cost and expense, a policy of public liability insurance which meets the requirements set forth in **Paragraph 3(a)(iii)** above. The Subassociation shall provide the City with a Certificate of Insurance upon acceptance of the transfer of the Maintenance obligations herein.

(b) **Release.** When all conditions precedent in Paragraph 4(a) are fulfilled, the Millenia Association shall be released from its obligations under this Agreement, including its security and insurance requirements. At least sixty (60) days prior to such transfer, Millenia Association shall give notice to the City of Millenia Association's intent to transfer its Maintenance obligations herein and provide the City with the appropriate documents listed in Paragraph 4(a).

5. **Millenia, LLC's Insurance.** Until such time as the Millenia Association has obtained the general liability insurance required under the Community Declaration, Millenia, LLC agrees to procure and formally resolves to maintain at its sole expense, commencing no later than the date that the landscape architect of record has submitted a letter of substantial conformance pertaining to work being completed to the Development Services Director, or his designee, has deemed the work complete and satisfactory, a policy of public liability insurance that would include, but is not limited to the following:

(a) **General Liability Insurance.** Millenia, LLC shall obtain a comprehensive general liability and property damage insurance policy insuring Millenia, LLC against liability incident to ownership or use of Property. The limits of such insurance shall not be less than Three Million Dollars (\$3,000,000.00) covering all claims for death, personal injury and property damages arising out of a single occurrence. The Aggregate Limit will not be less than two times the Combined BI/PD "per occurrence" Limit of Liability, or not less than \$6,000,000. The insurer issuing such insurance shall have rating by A.M. Best "A, Class V", or better with modified occurrences and as admitted by Best's Insurance Guide. Such insurance shall include the following additional provisions provided they are available on a commercially reasonable basis:

(i) The City of Chula Vista shall be named as a Liability Additional Insured to such insurance on a Primary basis, and Liability Additional Insured Endorsement shall not exclude products / completed operations hazard pursuant to the City's requirements for Millenia, LLC to do so;

(ii) The policy shall not contain a cross-suit exclusion clause which would abrogate coverage should litigation ensue between insured and;

(iii) The policy shall contain the following Severability clause (or language which is substantially the same): "The coverage shall apply separately to each insured except with respect to the limits of liability".

Millenia, LLC shall provide the City with a Certificate of Insurance and Liability Additional Insured Endorsement designating, "City of Chula Vista", upon procurement of the policy as set forth above.

6. **Indemnity.** Millenia, LLC shall indemnify, defend and hold City, its officers, agents, employees, subcontractors and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Millenia, LLC, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Millenia, LLC's employees included) or any other element of damage of

any kind or nature, relating to or in any way connected with or arising from the activities contemplated by this Agreement, including, but not limited to, the use, maintenance, or repair of the Millenia Association Maintained Public Areas, save and except for liability or claims arising through the active negligence or willful misconduct of City. Millenia, LLC shall defend, at its expense, including attorneys' fees, City, its officers, agents, employees, subcontractors and independent contractors in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through the active negligence of willful misconduct of City.

7. **Indemnity of Transferee.** The document whereby Millenia, LLC transfers a Maintenance obligation to a Transferee shall be signed by both Millenia, LLC and the Transferee and shall set forth an express assumption of Maintenance and other obligations hereunder and shall include the following indemnification provision:

Indemnity. Transferee shall indemnify, defend and hold City, its officers, agents, employees, subcontractors and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Transferee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Transferee's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated by this Agreement, including, but not limited to, the use, maintenance, or repair of the Millenia Association Maintained Public Areas, save and except for liability or claims arising through the active negligence or willful misconduct of City. Transferee shall defend, at its expense, including attorneys' fees, City, its officers, agents, employees, subcontractors and independent contractors in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through the active negligence of willful misconduct of City. Notwithstanding the foregoing, Transferee shall not have any liability under this paragraph by reason of another party's failure to maintain. It is specifically intended that the City shall have the right to enforce this paragraph. This paragraph may not be amended without the written consent of the City Attorney and the Director of Development Services.

8. **Agreement Binding Upon any Successive Parties.** This Agreement shall be binding upon Millenia, LLC and any successive Declarant under the Community Declaration. This Agreement shall be binding upon the Millenia Association and any Transferees upon transfer of Maintenance obligations to the Millenia Association or Transferee, respectively. This Agreement shall inure to the benefit of the successors, assigns and interests of the parties as to any or all of the Property.

9. **Agreement Runs with the Land.** The burden of the covenants contained in this Agreement ("**Burden**") is for the benefit of the Property and the City, its successors and assigns, and any successor-in-interest thereto. The City is deemed the beneficiary of such covenants for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit such covenants running with the land have been provided, without regard to whether the City has been, remained or are owners of any particular land or interest therein. If such covenants are breached, the City shall have the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such

breach to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

10. Assignment. As provided in Section 10.2 of the Development Agreement executed by the City and McMillin Otay Ranch, LLC, recorded in the San Diego County Recorder's Office on October 27, 2009 as Document No. 2009-0595116, McMillin Otay Ranch, LLC, or its successor in interest, shall have the right to assign its rights and delegate some or all of its obligations under this Agreement, but only to another master developer it so identifies to City who agrees in writing to fulfill McMillin Otay Ranch, LLC's role with regard thereto. City retains the right to consent or not consent to such change, but City's consent shall not be unreasonably withheld and shall be limited to confirming the financial resources of the successor necessary to fulfill its role under this Agreement.

11. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of California.

12. Effective Date. The terms and conditions of this Agreement shall be effective as of the date this Agreement is recorded in the Office of the County Recorder of the San Diego County.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same document.

14. Recording. The parties shall cause this Agreement to be recorded in the Office of the County Recorder of San Diego County within thirty (30) days after this Agreement has been approved by the City Council.

15. Miscellaneous Provisions.

(a) **Notices.** Unless otherwise provided in this Agreement or by law, any and all notices required or permitted by this Agreement or by law to be served on or delivered to either party shall be in writing and shall be deemed duly served, delivered and received when personally delivered to the party to whom it is directed or, in lieu thereof, when three (3) business days have elapsed following deposit in the United States Mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed to the address indicated in this Agreement. A party may change such address for the purpose of this Paragraph by giving written notice of such change to the other party.

City:

City of Chula Vista
Development Services Department
Land Development Division
276 Fourth Avenue
Chula Vista, California 91910

Millenia, LLC:

SLF IV- Millenia, LLC

5049 Sherry Lane
Dallas, Texas 75225
Attn: Heather Shannon

With a copy to:
Millenia Real Estate Group
2750 Womble Road, Suite 200
San Diego, CA 92186
Attn: Todd Galarneau

(b) **Captions.** Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

(c) **Entire Agreement.** This Agreement, together with any other written document referred to herein, embody the entire agreement and understanding between the parties regarding the subject matter hereof, and any and all prior or contemporaneous oral or written representations, agreements, understandings and/or statements shall be of no force and effect. This Agreement is not intended to supersede or amend any other agreement between the parties unless expressly noted.

(d) **Recitals; Exhibits.** Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

(e) **Compliance with Laws.** In the performance of its obligations under this Agreement, Millenia, LLC, its agents and employees, shall comply with any and all applicable federal, state and local rules, regulations, ordinances, policies, permits and approvals.

(f) **Authority of Signatories.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

(g) **Modification.** This Agreement may not be modified, terminated or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by the parties hereto, their successors or assigns, and duly recorded in the Office of the County Recorder of San Diego County.

(h) **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a party or its attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

(i) **Approvals.** When any approvals or corrections are requested to be obtained from the City hereunder, the failure of the City to deliver notice of disapproval of any such request meeting all the provisions of this agreement as determined by the City Manager within one hundred eighty (180) days after receipt of notice of such request to the City Attorney and Development Services Director shall constitute approve thereof.

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**SIGNATURE PAGE 1 OF 2 FOR
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**CHULA VISTA TRACT NO. 09-03
OTAY RANCH MILLENIA PHASE 2 (EASTERN URBAN CENTER)**

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed the day and year first set forth above.

CITY OF CHULA VISTA:

Mary Casillas Salas, City Mayor

APPROVED AS TO FORM:

Glen R. Googins, City Attorney

ATTEST:

Donna Norris, City Clerk

J:\Attorney\MichaelSh\EUC\GELMA-2015\GELMA-EUC-CVT0903-10.2.15-FINAL.doc

**SIGNATURE PAGE 2 OF 2 FOR
GRANT OF EASEMENTS, LICENSE AND MAINTENANCE AGREEMENT**

**CHULA VISTA TRACT NO. 09-03
OTAY RANCH MILLENIA PHASE 2 (EASTERN URBAN CENTER)**

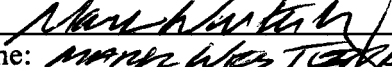
OWNER:

SLF IV - MILLENIA, LLC,
a Delaware limited liability company

By: SLF IV Millenia Investor, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund IV, L.P.,
a Delaware limited partnership,
its co-managing member

By: Stratford Fund IV GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: MANUEL WALTER TIZABUEN
Title: VP

*(Notary to attach acknowledgment for each signature.)
(Corporate Authority required for each Signatory, if applicable.)*

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.

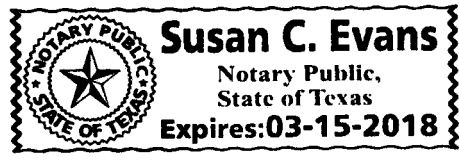
STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

On NOVEMBER 9, 2015 before me, SUSAN C. EVANS, Notary Public, personally appeared MARIL WESTERBORG, who proved to me on the basis of satisfactory evidence (personally known) 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Susan C. Evans* (Seal)



Attachments:

Exhibit "A": Legal Description of Property

Exhibit "B": Plat Showing Public Area to be Maintained

Exhibit "C": Maintenance Responsibilities