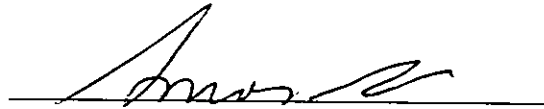


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



Glen R. Googins  
City Attorney

Dated: 4-14-15

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
SLF IV - MILLENIA LLC  
REGARDING CONSTRUCTION OF PARKS  
IN A PORTION OF OTAY RANCH EASTERN URBAN CENTER

Recording Requested By:  
and  
When Recorded Mail To:

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

EXEMPT FROM RECORDER'S FEES  
Pursuant to GOVERNMENT CODE §6103

(ABOVE SPACE FOR  
RECORDER'S USE ONLY)

**FIRST AMENDMENT TO AGREEMENT REGARDING  
CONSTRUCTION OF PARKS IN A PORTION OF  
OTAY RANCH EASTERN URBAN CENTER**

THIS FIRST AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF PARKS IN A PORTION OF OTAY RANCH EASTERN URBAN CENTER ("**First Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF CHULA VISTA, a California municipal corporation and charter city ("**City**") and SLF IV - MILLENIA LLC, a Delaware limited liability company ("**Master Developer**") with reference to the following facts:

RECITALS

A. MCMILLIN OTAY RANCH, LLC, a Delaware limited liability company ("**McMillin**") and City entered into the "Development Agreement by and between the City of Chula Vista and McMillin Otay Ranch LLC," recorded October 27, 2009 as Document No. 2009-0595116 of Official Records of the San Diego County Recorder (the "Development Agreement"), and the "Agreement Regarding Construction of Parks in a Portion of Otay Ranch Eastern Urban Center," recorded October 28, 2009 as Document No. 2009-0599389 of Official Records of the San Diego County Recorder (the "Parks Agreement"). The Parks Agreement relates to what it called "**EUC**," which is now known as "Millenia." This First Amendment will retain the defined term "**EUC**" only for clarity.

B. By an assignment, memorandum and confirmations recorded February 22, 2011 as Document No. 2011-0098720 of Official Records of the San Diego County Recorder, McMillin assigned its rights and transferred its obligations under the Development Agreement and Parks Agreement to Master Developer.

C. Master Developer and City wish to refine the Parks Agreement by providing some flexibility for the payment of In-Lieu Fees for affordable housing projects.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Possible Fee Deferral. Section 2.4 of the Parks Agreement is hereby amended by adding a new paragraph (c), as follows:

(c) Notwithstanding paragraph 2.4(b), above, City and Master Developer may agree to defer payment of In-Lieu Fees for projects that the City determines qualify as affordable housing projects within EUC. Notwithstanding Section 13.10(a), upon City Council approval and the City and the owner ("Owner") of the affordable housing project entering into an agreement with respect to deferring payment of the In-Lieu Fees generated by such affordable housing project, the obligation to pay the In-Lieu Fees generated by such affordable housing project, shall be transferred from the Master Developer to the Owner and the Master Developer shall have no further obligation to the City with respect to the In-Lieu Fees generated by such affordable housing project. Any such deferral shall decrease the Master Developer's obligation and its park credits by the same amount and shall not increase the obligations of Master Developer under the Parks Agreement or this First Amendment.

2. Effect of First Amendment. Except as expressly stated herein, the Parks Agreement remains in full force and effect on its own terms. To the extent this First Amendment relates to the Development Agreement, City and Master Developer agree that this First Amendment is a minor "clarification" thereof.

3. Recordation. Upon approval by both parties, this First Amendment shall be recorded.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date set forth above.

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~~ TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

On April 16, 2015, before me, SUSAN EVANS  
\_\_\_\_\_ (insert name and title of the officer)

personally appeared PETER FIELD, VICE PRESIDENT,  
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)



**“CITY”**

CITY OF CHULA VISTA, a municipal corporation

By \_\_\_\_\_  
Mary Casillas Salas, Mayor

Attest:

\_\_\_\_\_  
Donna R. Norris, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Glen R. Googins, City Attorney

**“MASTER DEVELOPER”**

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: PETER FIELD

Title: V.P.

