

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 DEVELOPMENT AGREEMENT

(ORIGINALLY BY AND BETWEEN

THE CITY OF CHULA VISTA

AND

McMILLIN OTAY RANCH LLC)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This **First Amendment to Development Agreement** (“First Amendment”) is made and entered into by and between the CITY OF CHULA VISTA, a chartered California municipal corporation (“City”) and SLF IV - MILLENIA, LLC, a Delaware limited liability company (“Master Developer”) and is dated for reference purposes only as of _____, 2018. The City and Master Developer are sometimes referred to jointly in this Agreement as the “Parties” and individually as a “Party.” Capitalized terms used in this First Amendment are defined in the Original Agreement (defined below) unless defined or redefined in Section 1 of this First Amendment.

RECITALS

- A. Original Agreement. City and Master Developer’s predecessor in interest previously entered into the Development Agreement By and Between the City of Chula Vista and McMillin Otay Ranch LLC (the “Original Agreement”). The Original Agreement was duly approved by both Parties and recorded on October 27, 2009 as Document No. 2009-0595116 of Official Records in the Office of the San Diego County Recorder.
- B. Identity of Master Developer. Master Developer succeeded to the position of the Master Developer after the Original Agreement took effect.
- C. Purpose of First Amendment. Master Developer has requested that the City amend the SPA Plan in a way that constitutes a Material Change to the Project. Section 2.13.3 of the Original Agreement requires that this be done by an amendment thereto. The amendment to the SPA Plan being proposed would only affect the Remaining Property and thus, according to Section 2.13 of the Original Agreement, does not require approval of any Owner other than Master Developer.
- D. Effect of SPA Plan Amendment. The amendment to the SPA Plan proposed by Master Developer would reduce the total amount of Development in Millenia without reducing infrastructure.
- E. Authorization. City is authorized to enter into this First Amendment pursuant to Chula Vista City Council Resolution No. 11933, California GOVERNMENT CODE §65864 et seq., the City Charter, and City’s self-rule powers, all of which authorize City to enter into and amend binding development agreements with persons having equitable or legal interests in real property, for the purposes of assuring, among other things: (i) certainty as to permitted land uses in the development of such property; and (ii) the construction of adequate public facilities to serve such development of the property.
- F. Interest in Remaining Property. Master Developer represents that it is the fee owner of the Remaining Property. Master Developer further represents that it has the legal authority to bind the Remaining Property by recordation of this First Amendment.

- G. Planning Commission Hearing on First Amendment. On _____, 2018, City's Planning Commission held a duly noticed public hearing on this First Amendment and at the conclusion of the hearing recommended approval of this First Amendment.
- H. City Council Hearing on First Amendment. On _____, 2018, the City Council held a duly noticed public hearing on this First Amendment, at the conclusion of which the Council introduced and conducted the first reading of the ordinance approving the First Amendment; and subsequently, on _____, 2018, adopted Ordinance No. _____ approving the First Amendment. As part of its initial hearing, the City Council considered and approved the environmental documentation for this First Amendment as being in compliance with the California Environmental Quality Act, and found that this First Amendment and the Project are consistent with the Land Use Regulations.

AGREEMENT

NOW, THEREFORE, in light of the Recitals, which are hereby incorporated into this First Amendment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this First Amendment, in addition to terms defined in the Original Agreement the following terms shall have the following meanings:
 - 1.1 Remaining Property shall mean the real property legally described in Exhibit "F" hereto and incorporated herein.
 - 1.2 Revised SPA Plan shall mean the Sectional Planning Area Plan for the EUC approved by the City on _____, 2018, by Resolution No. _____.
2. **Revision to SPA Plan.** As to the Remaining Property, all provisions of the Original Agreement referring to the SPA Plan are hereby amended so as to refer to the Revised SPA Plan. Without limiting the generality of the foregoing, uses, densities, intensities, heights, sizes, reservations, and dedications on the Remaining Property shall be those in the Revised SPA Plan rather than the Spa Plan. Exhibit "G" hereto, incorporated herein by this reference, is the list of Existing Entitlements applicable to the Remaining Property.
3. **Intent of First Amendment.** The substantive intent of this First Amendment is limited to substituting the Revised SPA Plan for the SPA Plan as to the Remaining Property. No other substantive change to the Original Agreement is intended hereby. Except as expressly amended hereby, the Original Agreement remains in full force and effect on its own terms. The "Development Agreement" shall constitute the Original Agreement as amended by this First Amendment.
4. **Miscellaneous.**
 - 4.1 Notices. Solely to document the change in ownership, the Parties note that notice to Master Developer should be sent to:

If to Master Developer: SLF IV - MILLENIA, LLC
c/o Meridian Development
Attn: Mr. Todd Galarneau
9988 Hibert Street, Suite 210
San Diego, California 92131

With a copy to: Hecht Solberg Robinson Goldberg & Bagley LLP
600 West Broadway, Suite 800
San Diego, California 92101
Attn: Richard A. Schulman

IN WITNESS WHEREOF, Master Developer and City have executed this First Amendment on the date first above written.

[Signature Page Follows]

City:

CITY OF CHULA VISTA, a chartered
California municipal corporation

By _____
Its _____

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: _____
Title: _____

ATTEST:

By _____

APPROVED AS TO FORM:

CITY ATTORNEY

By _____

APPROVED AS TO FORM:

HECHT SOLBERG ROBINSON
GOLDBERG & BAGLEY LLP

By _____

Richard A. Schulman, Attorneys for
Master Developer SLF IV -
MILLENIA, LLC

EXHIBIT “F”
LEGAL DESCRIPTION OF REMAINING PROPERTY

That certain real property located in the City of Chula Vista, County of San Diego, State of California and more particularly described as follows:

LOTS J THROUGH M, INCLUSIVE, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15942 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 23, 2013, AND LOTS 1, 8, 11 THROUGH 13, INCLUSIVE, 15, 16, 19, 21 AND 22, AND LOTS A, F THROUGH K, INCLUSIVE, M AND N, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16081 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 28, 2015 AND LOT A IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16150 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON NOVEMBER 30, 2016.

EXHIBIT “G”
LIST OF “EXISTING ENTITLEMENTS”
APPLICABLE TO THE REMAINING PROPERTY

1. Eastern Urban Center Final Second Tier EIR (EIR-07-01)
2. Eastern Urban Center Sectional Planning Area (SPA) Plan _____
3. Eastern Urban Center Tentative Map (PCS-09-03)
4. Development Agreement between the City of Chula Vista and McMillin Otay Ranch LLC (PCM-06-08(B))
5. Eastern Urban Center Parks Agreement (PCM-06-08(C))

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