

**FIRST AMENDMENT TO  
COMMUNITY FACILITIES DISTRICT  
ADVANCE DEPOSIT AND REIMBURSEMENT AGREEMENT  
COMMUNITY FACILITIES DISTRICT NO. 16-I (MILLENNIA)**

THIS FIRST AMENDMENT TO ADVANCE DEPOSIT AND REIMBURSEMENT AGREEMENT (this “First Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the CITY OF CHULA VISTA, a charter city (“City”), and SLF IV-MILLENNIA, LLC, a Delaware limited liability company (“Applicant”).

**RECITALS**

- A. The City and Applicant entered into that certain Community Facilities District Advance Deposit and Reimbursement Agreement Community Facilities District No. 16-I (Millenia) on December 30, 2015 (the “Agreement”) for the purposes and mutual benefits set forth therein.
- B. The City Council of the City (the “City Council”), has previously undertaken proceedings to form Community Facilities District No 16-I (Millenia) (“CFD No. 16-I”), to designate two improvement areas therein (“Improvement Area No.1” and “Improvement Area No. 2” each an “Improvement Area” and collectively, the “Improvement Areas”) and to authorize the levy of special taxes within each Improvement Area and the issuance by the District of bonds for each Improvement Area and the qualified electors of each Improvement Area of the District, voting in a special election held on September 13, 2016, approved the authorization to levy special taxes within each Improvement Area pursuant to a separate rate and method of apportionment of such special taxes for each Improvement Area.
- C. Applicant advanced funds to the City for the payment of all initial consulting and administration costs and expenses related to the proceedings to consider the formation of CFD No. 16-I and to subsequently authorize, issue and sell bonds for CFD No. 16-I (the “Proceedings”). Such monies were subject to reimbursement or credit pursuant to the provisions of the Agreement upon the successful sale of bonds for Community Facilities District No. 16-I and the receipt by the City of the proceeds of such bonds.
- D. Applicant has requested that the City Council, acting as the legislative body of CFD No. 16-I, initiate proceedings to consider modifications to the rate and method of apportionment for Improvement Area No. 2 and to delete certain commercial property from Improvement Area No. 2 (the “Change Proceedings”) and has advanced to the City \$50,000 to cover the cost of the Change Proceedings.
- E. Applicant and the City desire to amend the Agreement to include the Change Proceedings and any future changes to the definition of the Proceedings so that funds advanced by Applicant for the Change Proceedings and any future changes will be subject to reimbursement or credit pursuant to the provisions of the Agreement.

## A G R E E M E N T

The parties hereto, for mutual consideration, the receipt of which is hereby acknowledged, agree as follows:

### **SECTION 1. Amendment to Definition of Proceedings.**

“Proceedings” is amended to mean all initial consulting and administration costs and expenses related to the proceedings to consider the formation of CFD No. 16-I, the Change Proceedings, any future proceedings to consider modifications to CFD No. 16-I and to subsequently authorize, issue and sell bonds for CFD No. 16-I.

**SECTION 2. Continuing Effect of Agreement.** Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

**SECTION 3. Execution in Counterparts.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

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Signature Page  
to  
First Amendment to  
Community Facilities District Reimbursement Agreement  
between  
the City of Chula Vista  
and  
SLF IV-Millenia, LLC

IN WITNESS WHEREOF, City and Applicant have executed this First Amendment as of the Effective Date thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms.

**CITY OF CHULA VISTA**

By: \_\_\_\_\_  
Gary Halbert, City Manager

Attest:

\_\_\_\_\_  
Kerry Bigelow, MMC, City Clerk

Approved as to Form:

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

**SLF IV-MILLENNIA, 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: \_\_\_\_\_

