

RECORDING REQUESTED AND WHEN  
RECORDED MAIL TO AND MAIL TAX  
STATEMENTS TO:

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

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

APN(s):

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

### COMMUNITY PURPOSE FACILITIES AGREEMENT

This COMMUNITY PURPOSE FACILITIES AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2022, 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 ("SLF") with reference to the following facts:

WHEREAS, SLF and its predecessors have been developing the master planned Millenia project ("Millenia"), formerly known as the Eastern Urban Center (the "EUC"), in the Otay Ranch area of the City; and

WHEREAS, SLF and its predecessors have developed and sold portions of Millenia, but SLF still owns the portion of Millenia whose legal description is in Exhibit A attached hereto and incorporated herein by the reference (the "Remaining SLF Property"); and

WHEREAS, the Otay Ranch General Development Plan establishes goals for religious, day care, health, social services; and similar community and regional purpose facilities; and

WHEREAS, Chapter VII, Section K of the EUC Specific Planning Area Plan (the "SPA Plan"), which governs Millenia, calls for the implementation of a Community Purpose Facility zone to provide land for religious, day care, health, social services, and similar facilities; and

WHEREAS, Chula Vista Municipal Code ("CVMC") §19.48.025 requires that new planned communities identify 1.39-acres of net usable land for community purpose facilities ("CPF") per 1,000 anticipated residents; and

WHEREAS, according to Table G of the SPA Plan (Chapter 7, pg. VII-32), Millenia could generate a demand for 10.7-acres of CPF land, based on a maximum of 2,983 dwelling units ("DUs") with an average of 2.58 residents per unit, for an estimated maximum population of 7,696 people; and

WHEREAS, as Table G of the SPA Plan states, Millenia is entitled to a credit of 9.34-acres of CPF from previous projects, leaving 1.36-acres to be provided; and

WHEREAS, Millenia's CPF credit of 9.34-acres will not be exhausted until construction of the 2,604<sup>th</sup> unit in Millenia; and

WHEREAS, it is currently anticipated that Millenia will ultimately contain approximately 2,659 DUs, which (after the credit of 9.34-acres) would require that Millenia provide 0.20-acres of CPF (the "Expected CPF Obligation"); and

WHEREAS, based on these practical considerations, the City agrees to waive the Expected CPF Obligation of 0.20-acres because of the extraordinary public benefit provided by a payment from SLF to the City in the amount of one hundred twenty-eight thousand eight hundred seventy-seven and 10/100 dollars (\$128,877.10) based upon the valuation described in Exhibit B, attached hereto and incorporated herein by the reference (the "Initial CPF Benefit Funds"); and

WHEREAS, the Initial CPF Benefit Funds collected from Millenia may be utilized by the City at its discretion to provide CPF uses in perpetuity; and

WHEREAS, if the SPA is built out to the total entitlement of 2,983 residential units, Millenia would be obligated to provide an additional 1.16-acres of CPF (the "Potential CPF Obligation"); and

WHEREAS, at SLF's election, the Potential CPF Obligation of 1.16-acres may be waived because of the extraordinary benefit provided by payments for each residential unit which receives a building permit above a cumulative total the 2,659th residential unit in the amount of two thousand three hundred forty-three dollars and 22/100 dollars (\$2,343.22) per residential unit, escalating 3% annually each January 1<sup>st</sup>, with the first such escalation occurring January 1, 2023 (the "Potential CPF Benefit Funds"); and

WHEREAS, if elected, the Potential CPF Benefit Funds collected from Millenia shall be utilized by the City at its discretion to provide CPF uses in perpetuity; and

WHEREAS, the City Council, in approving this Agreement, finds that (a) the Initial CPF Benefit Funds and the Potential CPF Benefit Funds, if elected, will provide extraordinary benefit not otherwise obtained through the provision of CPF acreage; (b) the public benefit is similar in nature to and satisfies the goals of the CPF requirement by providing the community with funds to acquire land or other interests on which a public service, determined by the City Council to be essential to part of the community fabric, for which land or other interests would not otherwise be available, is provided and made available to the community; (c) the extraordinary public benefit is

guaranteed in perpetuity; and (d) this Agreement ensures the provision of the extraordinary benefit in perpetuity; and

WHEREAS, the City Council, in approving this Agreement, finds that SLF is in compliance with the CPF requirements of CVMC Chapter 19.48.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Definitions.** In addition to terms defined in the Recitals, the following terms shall have the indicated definitions throughout this Agreement:

1.1 "Design Review" means the design review process described in CVMC §19.14.582 and §19.14.583.

1.2 "Development Agreement" means the Development Agreement by and Between the City of Chula Vista and McMillin Otay Ranch LLC, recorded in the San Diego County Recorder's Office on October 27, 2009, as Document No. 2009-0595116, including all amendments thereto.

1.3 "Initial Triggering Project" means the first residential construction project that would exceed the cumulative 2,604th DU in Millenia.

1.4 "Master Developer" means the Master Developer as defined in the Development Agreement. SLF is currently Master Developer.

1.5 "Merchant Builder" means a Merchant Builder as defined in the Development Agreement.

1.6 "Potential Triggering Project" means the first residential construction project that would exceed the cumulative 2,659th DU in Millenia.

**2. Satisfying the Community Purpose Facility Requirement.**

2.1 Notice. As part of its monitoring of Design Review applications and approvals for Millenia, City shall endeavor to notify Master Developer when City is considering the first application for Design Review for the Initial Triggering Project and the Potential Triggering Project. Failure by the City to timely notify Master Developer shall not limit City's ability to enforce the terms of this Agreement.

2.2 Payment of Initial CPF Benefit Funds. Design Review for the Initial Triggering Project shall be made subject to a condition requiring payment of the Initial CPF Benefit Funds prior to building permit issuance.

2.3 Election of Potential CPF Obligation Waiver. Master Developer shall submit in writing to the City Manager its election to pay the Potential CPF Benefit Funds.

2.4 Payment of Potential CPF Benefit Funds. If Master Developer has so elected, Design Review for the Potential Triggering Project, and any subsequent residential projects, shall be made subject to a condition requiring payment of the Potential CPF Benefit Funds for each residential unit in the individual project(s), prior to building permit issuance.

2.5 Master Developer's Private Arrangements. Nothing herein is intended to prevent, nor shall be deemed to prevent, Master Developer from making private credit or reimbursement arrangements with Merchant Builders regarding payment of the Initial CPF Benefit Funds or the Potential CPF Benefit Funds, so long as the City receives payment as described above.

2.6 Compliance with CVMC. Payment of the Initial CPF Benefit Funds pursuant to this Agreement satisfies Millenia's Expected CPF Obligation. Payment of the Potential CPF Benefit Funds pursuant to this Agreement satisfies Millenia's Potential CPF Obligation.

### **3. Miscellaneous Provisions.**

3.1 Notices. All notices and demands given pursuant to this Agreement shall be written. They shall be deemed served (i) immediately, upon personal delivery; (ii) the next business day, if e-mailed or sent prepaid by recognized overnight service such as FedEx for delivery the next business day; or (iii) three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid. Until notice of a change of address is properly given, notice shall be given:

If to City:                      City of Chula Vista  
   Attn: City Manager  
   276 Fourth Avenue  
   Chula Vista, CA 91910

With a copy to:                City Attorney  
   276 Fourth Avenue  
   Chula Vista, CA 91910

If to Master Developer:      Todd Galarneau  
   Executive Vice President  
   Meridian Development  
   9988 Hibert Street, Suite 210  
   San Diego, CA 92131  
   [TGalarneau@meridiandevlopment.com](mailto:TGalarneau@meridiandevlopment.com)

With a copy to:                Richard A. Schulman  
   Richard A. Schulman, A Professional Corporation  
   9834 Apple Tree Drive, Unit C  
   San Diego, CA 92124  
   [Richard@SchulmanAtLaw.com](mailto:Richard@SchulmanAtLaw.com)

3.2 Captions. Captions in this Agreement are inserted for convenience of reference. They do not define, describe, or limit any term of this Agreement.

3.3 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties regarding how Millenia may satisfy its future CPF obligations. No prior or contemporaneous oral or written representations, agreements, understandings and/or statements regarding its subject matter shall have any force or effect. This Agreement is not intended to supersede or amend any other agreement between the parties unless expressly noted. All previous written agreements between the parties, such as the Development Agreement, remain in full force and effect.

3.4 Recitals and Exhibits. All Recitals set forth above and all Exhibits attached hereto are part of this Agreement.

3.5 Severability. If any provision of this Agreement or its particular application is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement, and their application, shall remain in full force and effect, unless a party's consideration would materially fail as a result.

3.6 Recordation. The City shall have this Agreement recorded in the Office of the County Recorder of San Diego County, California within ten days after its approval by the City Council.

3.7 Term.

3.7.1 Partial termination. This Agreement shall terminate as to each portion of the Remaining SLF Property for which the Initial CPF Benefit Funds have been paid in full, and for any property for which the Potential CPF Benefit payments have been paid in full. The parties (or their successors as to that portion, as applicable) shall record a termination of this Agreement as to that portion of the Remaining SLF Property, in substantially the form attached as Exhibit C.

3.7.2 Complete termination. As to any portion(s) of the Remaining SLF Property for which the Initial or Potential CPF Benefit Funds have not been paid, this Agreement shall terminate in its entirety upon the payment of the Potential CPF Benefit Funds for the 2,983 DUs in Millenia allowed by the Development Agreement.

3.8 Preparation of Agreement. No inference, assumption or presumption shall be drawn from the fact that a party or its attorney drafted this Agreement. It shall be conclusively presumed that all parties participated equally in drafting this Agreement.

3.9 Authority. Each party warrants and represents that it has the necessary legal authority and capacity to enter into this Agreement, and that it has taken all necessary action to authorize its entry into this Agreement. Each individual signing this Agreement on behalf of an entity warrants that his/her principal has duly authorized him/her to sign this Agreement on its behalf so as to bind his/her principal.

3.10 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.

3.11 Successors. This Agreement shall bind all successors and assigns who own all or any portion of the Remaining SLF Property, including but not limited to Merchant Builders and SLF's successor(s) as Master Developer. Nothing herein is intended to limit, or shall be deemed to limit, the right of SLF and its successor(s) as Master Developer to sell all or any portion of the Remaining SLF Property.

3.12 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement and performance hereunder shall be the City of Chula Vista.

3.13 Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same document. However, in the event of conflicts, the recorded version shall control.

3.14 Agreement Runs with the Land. The burden of the covenants contained in this Agreement shall run with the Remaining SLF Property for the benefit of Millenia, the Master Developer and the City, their successors and assigns and any successor in interest and thereby run with the land. 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. This Agreement shall be released from the Remaining SLF Property in accordance with Section 3.7 herein.

*[Remainder of page intentionally left blank]*

**SIGNATURE PAGE TO  
COMMUNITY PURPOSE FACILITIES AGREEMENT**

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

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

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:


By: \_\_\_\_\_  
City Attorney

**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: SLF IV 2020 GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: ROBERT E UMAN  
Title: MANAGER

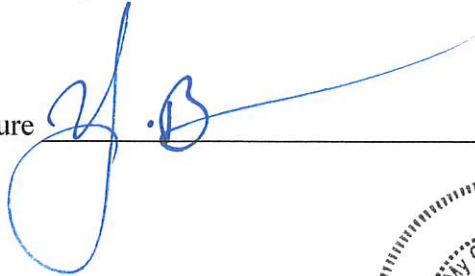
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

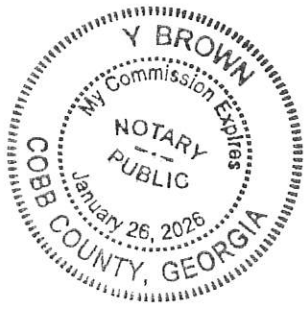
STATE OF GEORGIA  
COUNTY OF FULTON

On August 5<sup>th</sup> 2022 before me, Yasmiene Brown personally  
appeared ROBERT E UNELL who proved  
to me on the basis of satisfactory evidence to 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 Georgia that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 





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 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_

EXHIBIT A  
Legal Description of "Remaining SLF Property"

Lots 1 and 19 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,

Parcel 1 in the City of Chula Vista County of San Diego, State of California, According to Map thereof No. 21622 filed in the Office of the County Recorder of San Diego County on September 14, 2018

**EXHIBIT B**  
**CPF Calculator**

<b>CPF Calculator</b>									
<i>All payment and fee amounts are as of 1-1-2022</i>									
Total Project Unit Count	Units above credit	HHP*	Total Pop	CPF AC required	Starting Credit	Remaining Credit (AC)	Rem obligation (AC)	Initial CPF Payment	Per unit fee***
2604	0	2.58	6718	9.34	9.34	0.00	0		
2659**	55	2.58	6860	9.54	9.34	-0.20	0.20	\$128,877.10	\$2,343.22
Per unit fee represents 3% escalation effective 1/1/2023****									\$2,413.52

\* Household Population

\*\* The Millenia SPA is entitled for a total of 2,983 residential units. It is anticipated that the SPA may only build to 2,659 residential units.

\*\*\* Per unit fee based on land value of \$15 per square foot.

\*\*\*\* Annual escalation of 3 percent will occur each January 1st. First increase will be effective on January 1, 2023.

EXHIBIT C  
Form of Termination

RECORDING REQUESTED AND WHEN  
RECORDED MAIL TO AND MAIL TAX  
STATEMENTS TO:

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

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

APN(s): \_\_\_\_\_ SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

This TERMINATION OF COMMUNITY PURPOSE FACILITIES AGREEMENT (“Termination”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the “Effective Date”) 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 (“SLF”) with reference to the following facts:

A. On or about \_\_\_\_\_, 2022, City and SLF entered into the “Community Purpose Facilities Agreement,” which was recorded on \_\_\_\_\_, 2022, as Document No. 2022-\_\_\_\_\_ (the “Agreement”).

B. The Agreement calls for its termination as to any properties for which either the Initial CPF Benefit Funds or Potential CPF Benefit Funds, as defined in the Agreement, have been paid.

C. The \_\_\_\_\_ CPF Benefit Funds for the property legally described in attached Exhibit A (the “Terminated Property”) have been paid.

WHEREFORE, the parties agree as follows:

1. The Agreement is hereby terminated as to the Terminated Property. The Agreement shall have no further force or effect as to the Terminated Property as of the Effective Date.

[Next page Signature Page]

**SIGNATURE PAGE TO  
COMMUNITY PURPOSE FACILITIES AGREEMENT  
FORM OF TERMINATION**

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

**CITY OF CHULA VISTA,**  
a municipal corporation

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

By: \_\_\_\_\_

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

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

By: SLF IV 2020 GP, LLC,  
a Texas limited liability company,  
its general partner

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
Legal Description of Terminated Property

Lot 1 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

Or,

Lot 19 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

Or,

Parcel 1 in the City of Chula Vista County of San Diego, State of California, According to Map thereof No. 21622 filed in the Office of the County Recorder of San Diego County on September 14, 2018