

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

**2024-0352926**

11/15/2024 12:18 PM Fee: \$ 0.00

Page 1 of 104

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



882

---

Exempt from recording fees pursuant to Govt. Code Sections 6103, 27383 and 27388.1

*(Space above for recorder's use)*

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF JURUPA VALLEY**

**CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY,  
AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY  
COMPANY**

**AND**

**MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and dated as of September 5, 2024, by and between the CITY OF JURUPA VALLEY, a California municipal corporation and general law city existing under the Constitution of the State of the California (“City”), CANADIAN PACIFIC LAND, LLC, a Florida limited liability company, and RMD INLAND INVESTORS, LLC, a Delaware limited liability company (collectively, “Richland”), and MV AVALON LLC, a California limited liability company (“Monte Vista”) pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code (the “Development Agreement Legislation”) and Article XI, Section 2 of the California Constitution. City and Owners are occasionally referred to in this Agreement collectively as the “Parties,” and individually as “Party.” Pursuant to the authority contained in the Development Agreement Legislation, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the recitals set forth in Section 1, the mutual covenants set forth in this Agreement, and for the further consideration described in this Agreement, the Parties agree as follows:

**1. RECITALS.** This Agreement is made for the following purposes and with respect to the following facts, which the Parties agree are true and correct:

1.1 The Development Agreement Legislation authorizes City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property for the following purposes:

1.1.1 Ensuring high quality development in accordance with comprehensive plans;

1.1.2 Reducing uncertainty in the development approval process that might otherwise result in a waste of resources, discourage investment, and escalate the cost of development to the consumer;

1.1.3 Strengthening City’s comprehensive planning process to provide for the most efficient use of public and private resources by encouraging private participation in the comprehensive planning process;

1.1.4 Assuring Owners of land that upon approval, they may proceed with their development projects in accordance with defined policies, rules, regulations, and conditions of approval; and

1.1.5 Providing for the financing and/or construction of necessary public facilities and services.

1.2 The property that is the subject of this Agreement is approximately 917.3 acres in size, is generally located north of State Route (SR) 60, between Armstrong Road and Rubidoux Boulevard and is described on Exhibit “A” and depicted on Exhibit “B” attached hereto (the “Property”).

1.3 The Property is subject to the Project Approvals and Applicable Regulations defined in Sections 2.21 and 2.2, respectively, of this Agreement.

1.4 In addition to the general purposes stated above, the following are among the considerations supporting this Agreement:

1.4.1 This Agreement will provide for the Parties: (a) a high quality development on the Property subject to this Agreement; (b) certainty in the type of development to be undertaken on the Property; and (c) the assurance of adequate public facilities and services to ensure the good of the community regardless of City's legal authority to impose such requirements under constitutional or statutory authority.

1.4.2 For City, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the Development of the Property; (c) a stimulant to economic growth in the community surrounding the Property; and (d) the achievement of the goals and directives of its General Plan.

1.4.3 The development of new commercial buildings, associated office space and residential uses is an integral part of Owners' development plans for the Property. Such facilities are expected to bring employment and increased tax revenue for City.

1.5 The Parties desire to enter into a binding agreement for purposes of: (i) identifying the terms, conditions, and regulations for the Development of the Property; (ii) identifying Owners' obligations to make certain Community Benefit Contribution, as defined in Section 2.10, and design, construct and install Public Improvements, on the terms and conditions set forth in this Agreement.

1.6 Owners desire to develop the Property in accordance with the provisions of this Agreement, the Applicable Regulations, and the regulations of those other agencies exercising jurisdiction over the Property.

1.7 Owners have applied for, and City has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement City's goals, create development sensitive to human needs and values, facilitate efficient traffic circulation, and otherwise provide for the Development of the Property in accordance with City's best interests.

1.8 The City Council has determined that this Agreement is consistent with City's General Plan and each element thereof, including, without limitation, the goals and objectives thereof.

1.9 The following actions have been taken with respect to this Agreement and the Development:

1.9.1 On July 27, 2024, following a duly noticed and conducted public hearing, the Planning Commission recommended that the City Council approve this Agreement and the Development.

1.9.2 On September 5, 2024, after a duly noticed public hearing, the City Council adopted the following Resolutions approving certain land use entitlements for the Development: (1) Resolution No. 2024-102, Certifying the Environmental Impact Report; and (2) Resolution No. 2024-103, approving General Plan Amendment No. 16001 (GPA No. 16001),

approving the Rio Vista Specific Plan (SP 16001), repealing Specific Plan No. 243, and approving Tentative Tract Map (TTM) Nos. 37074 and 38639. Copies of the Resolutions are on file in the City Clerk's Office at City Hall. The Resolutions contain findings pertaining thereto, including those relating to the CEQA documentation for the Development.

1.9.3 On September 5, 2024, following a duly noticed public hearing, the City Council introduced Ordinance No. 2024-23 and on September 19, 2024, held the second reading and adopted Ordinance No. 2024-23, approving this Agreement, a copy of which is on file in the City Clerk's Office at City Hall, which Ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Development and this Agreement's consistency with City's General Plan and each element thereof and any specific plans relating to the Property.

1.10 All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

1.11 City has engaged in extensive studies and review of the potential impacts of the Development, as well as the various potential benefits to City by the Development, and has concluded that the Development is in City's best interests. In consideration of the Public Improvements to be provided by Owners to City, and in order to strengthen the planning process for the Property and to reduce the economic costs of Development of the Property, City intends to give Owners assurance that Owners can proceed with the Development of the Property in accordance with the Project Approvals and the City's Applicable Regulations. In reliance on City's covenants in this Agreement concerning the Development of the Property, Owners have and will in the future incur substantial front-loaded costs in site preparation and construction of infrastructure and facilities in order to develop the Property.

1.12 Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council has found and determined that: (i) this Agreement implements the goals and policies of City's General Plan, including each element thereof; (ii) provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within City; (iii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of City and its residents; (iv) adopting this Agreement is consistent with City's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of City's police power; and (v) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

2. **DEFINITIONS.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in this Agreement. The defined terms include the following:

2.1 "*Agreement*" means this Development Agreement.

2.2 "*Applicable Regulations*" is defined in Section 4.1.3 of this Agreement.

2.3 "*Authorizing Ordinance*" means Ordinance No. 2024-23 adopted by City on September 19, 2024 approving this Agreement.

2.4 [Intentionally deleted.]

2.5 “*CEQA*” means the California Environmental Quality Act (Cal. Pub. Resources Code, § 21000 *et seq.*)

2.6 “*City*” means the City of Jurupa Valley, a California general law city and municipal corporation, duly organized and existing under the Constitution and laws of the State of California, and all of its officials, employees, agencies, and departments.

2.7 “*CFD*” means a community facilities district established pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code §§ 53311-53368).

2.8 “*City Council*” means the City Council of City.

2.9 “*City Manager*” means the City Manager of City.

2.10 “*Community Benefit Contribution*” or “*CBC*” means the payments described in Section 5.6 of this Agreement.

2.11 “*Community Facilities District Policy*” means the “Goals and Policies for the Use of the Mello-Roos Community Facilities Act of 1982” adopted by City Council Resolution No. 2014-03 on February 6, 2014.

2.12 “*Development*” means the improvement of the Property for the purposes consistent with this Agreement and the Project Approvals, including, without limitation, demolition, remediation, grading, the construction of infrastructure and public facilities related to the on-site improvements, the construction of structures and buildings, and the installation of landscaping subject to the Project Approvals.

2.13 “*Development Agreement Legislation*” means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

2.14 “*Effective Date*” means the date that this Agreement becomes effective in accordance with Section 3.2 of this Agreement.

2.15 “*End User*” means the Owners of a lot on the Property where: (i) the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and the lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and (ii) a certificate of occupancy has been issued for a building on such lot. Notwithstanding the foregoing, the obligations of Sections 5 and 6 of this Agreement shall survive termination as to such End Users.

2.16 “*MSHCP*” means the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan and related amendments and approvals associated therewith.

2.17 “*Multi-Family Residential Units--Medium Density*” means attached or detached residential units that are on a parcel in which the density is more than eight (8) units per acre and less than twenty three (23) units per acre as designated in the Project Approvals.

2.18 “*Multi-Family Residential Units--High Density*” means attached or detached residential units that are on a parcel in which the density is twenty three (23) units or more per acre as designated in the Project Approvals.

2.19 “*Owners*”

2.19.1 The Property is owned by three entities: (1) Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest; (2) Trilogy Land Holdings, LLC, a Florida limited liability company, and Legacy Land Partners, LLC, a Florida limited liability company, each as to an undivided 50% interest, as tenants in common; and (3) MV Avalon LLC, a California limited liability company (“Monte Vista”). Canadian Pacific Land, LLC, RMD Inland Investors, LLC, Trilogy Land Holdings, LLC, and Legacy Land Partners, LLC, are affiliated entities of Richland Planned Communities and shall be collectively known as “Richland.” The Applicant for the Project Approvals is Richland Planned Communities, Inc., a California corporation.

2.19.2 Monte Vista owns that portion of the Property known as PA 7 as designated on the Specific Plan (as defined in Section 2.27) and is described on Exhibit “A-1” and depicted on Exhibit “B,” attached hereto (the “Monte Vista Property”).

2.19.3 Trilogy Land Holdings, LLC, a Florida limited liability company, and Legacy Land Partners, LLC, a Florida limited liability company, each as to an undivided 50% interest, as tenants in common owns the property within the Specific Plan (as defined in Section 2.27) as described on Exhibit A-2 (“Trilogy/Legacy Property”).

2.19.4 Richland owns all of the Property except for the Monte Vista Property (“the Richland Property”).

2.19.5 As used in this Agreement, “Owners” means both Richland and Monte Vista and “Owner” means Richland or Monte Vista as designated in portions of the Agreement.

2.19.6 Richland and Monte Vista shall be jointly and severally liable for all obligations of the Owners as provided in the Project Approvals, Subsequent Project Approvals, and this Agreement. It shall be the obligations of Richland and Monte Vista as Owners to enter into such agreements between themselves allocating the responsibilities for compliance with the Agreement, Project Approvals and Subsequent Project Approvals and costs of such compliance. City shall have no obligation to honor the terms of such private agreements between the Owners and shall have full authority to proceed against all or each of them, jointly or severally, to enforce the Owners’ obligations under this Agreement.

2.19.6 Richland and Monte Vista hereby designate Brian Hardy to act as the agent on behalf of the Owners with respect to all matters pertaining to the Owners’ obligations concerning this Agreement, including but not limited to, and all matters pertaining to the Public Improvements, subsequent land use applications, community

facilities districts concerning the Project Approvals, Subsequent Project Approvals, and this Agreement. Richland and Monte Vista may change the agent pursuant to an Operating Memorandum pursuant to section 3.4.4.

2.20 “*Project*” means Development of the Property in accordance with the Project Approvals, any Subsequent Project Approvals, and this Agreement, inclusive of the permitted uses and Applicable Regulations set forth in this Agreement. Upon their approval, all Subsequent Project Approvals shall be included within this Agreement’s definition of the Project Approvals and the Project, and therefore shall be automatically vested pursuant to Section 4 of this Agreement.

2.21 “*Project Approvals*” means all City approvals or entitlements, or both, pertaining to the Project, including, without limitation, the following resolutions and ordinances approving certain entitlements for the Project: (1) Resolution No. 2024-102, Certifying the Environmental Impact Report; (2) Resolution No. 2024-103, approving General Plan Amendment No. GPA No. 16001, adopting the Rio Vista Specific Plan (SP 16001), repealing Specific Plan No. 243, and adopting Tentative Tract Map Nos. 37074 and 38639; and (3) Ordinance No. 2024-23, approving this Agreement.

2.22 “*Property*” means the real property described in Exhibit “A” and depicted on Exhibit “B.”

2.23 “*Public Improvements*” means the improvements described in the Project Approvals.

2.24 “*Reservation of Authority*” means the rights and authority excepted from the assurances and rights provided to Owners under this Agreement and reserved to City under Section 4.2 of this Agreement.

2.25 “*Single-Family Residential Unit*” means attached or detached residential units that are on a parcel in which the density is eight (8) units or less per acre as designated in the Project Approvals.

2.26 “*Site Map*” means the drawing of the Property in its condition as of the Effective Date, attached to this Agreement as Exhibit “B.”

2.27 “*Specific Plan*” means the Rio Vista Specific Plan adopted by Resolution No. 2024-103 as part of the Project Approvals.

2.28 “*Subsequent Project Approvals*” means those Project Approvals issued subsequent to the Effective Date in connection with the Development of the Property.

2.29 “*Subsequent Land Use Regulations*” means all ordinances, resolutions, codes, rules, regulations, and official written policies of City adopted and effective after the Effective Date governing the Development and use of the Property.

2.30 “*Term*” is defined in Section 3.3 of this Agreement.

2.31 “*Transferee*” means the person to whom Owners sells, assigns, or otherwise transfers all or any portion of Owners’ interests in the Property together with all its right, title, and interest in this Agreement in accordance with Section 12 of this Agreement.

### 3. GENERAL TERMS.

3.1 Binding Effect of Agreement. From and following the Effective Date, the Development, and City actions on applications for Subsequent Project Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement. The provisions of this Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties.

3.2 Effective Date. This Agreement, and the obligations of the Parties to this Agreement, shall be effective on the date that Ordinance No. 2024-23 approving this Agreement becomes effective (the “Effective Date”). The Parties shall approve an operating memorandum pursuant to Section 3.4.4 confirming the Effective Date of this Agreement.

3.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) consecutive calendar years thereafter (the “Term”), unless Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties after the satisfaction of all applicable public hearing and related procedural requirements. Notwithstanding the provisions of this Section 3.3, the provisions of Sections 5 and 6 shall survive the expiration or termination of this Agreement.

#### 3.4 Amendment of Agreement.

3.4.1 *Initiation of Amendment.* Any Party may propose an amendment to this Agreement and the Parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Development.

3.4.2 *Procedure.* Except as set forth in Section 3.4.4 of this Agreement, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

3.4.3 *Consent.* Except as expressly provided in this Agreement, any amendment, including an extension of the Term, to this Agreement shall require the written consent of both Parties, in accordance with law. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties.

3.4.4 *Operating Memoranda.* The Parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the Parties. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when the Parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved by the Parties. Without limiting

the types of changes or refinements where a formal amendment to this Agreement would not be required, the Parties agree that generally, any reduction in density or intensity of Business Park or industrial uses of the Property, but not residential uses, is appropriate to be documented in an operating memorandum. The operating memoranda may be approved on City's behalf by the City Manager, or such person designated in writing by the City Manager, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of each of the Owners. After execution of an operating memoranda it shall be attached to this Agreement as addenda and become a part of this Agreement. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise.

3.4.5 *Termination.* Unless terminated earlier, pursuant to the terms of this Agreement, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term. The termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Project Approvals.

3.4.6 *Termination as to End Users.* Notwithstanding any other provisions of this Agreement, this Agreement shall automatically terminate with respect to any such lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions: (i) the lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and the lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and (ii) a certificate of occupancy has been issued for a building on such lot. Notwithstanding the foregoing, the obligations of Sections 5 and 6 of this Agreement shall survive termination as to such users.

#### **4. DEVELOPMENT OF THE PROPERTY.**

##### **4.1 Right to Develop.**

4.1.1 *Right to Develop.* Owners shall have a vested right to develop the Property during the term of this Agreement in accordance with, and to the extent of, the Project Approvals, Subsequent Project Approvals, and this Agreement.

4.1.2 *Effect of Agreement on Applicable Regulations.* Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the rate or timing of development, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development, shall be those contained in the Project Approvals and those Applicable Regulations not inconsistent with the Project Approvals which were in full force and effect as of the Effective Date of this Agreement.

4.1.3 *Applicable Regulations.* Except as otherwise specified in this Agreement and the Project Approvals, the following regulations shall govern the development of the Property ("Applicable Regulations"):

4.1.3.1 The provisions of the Jurupa Valley Municipal Code in effect as of the Effective Date of this Agreement pertaining to property development, including without limitation, Chapter 9.267, Inclusionary Housing Requirement and Affordable Housing In-Lieu Fee;

4.1.3.2 City ordinances and resolutions pertaining to property development in effect as of the Effective Date of this Agreement, and

4.1.3.3 The City's General Plan, and each element thereof, in effect as of the Effective Date of this Agreement.

4.1.3.4 The City standards in effect as of the Effective Date of this Agreement for construction of City infrastructure improvements.

4.1.4 *Subsequent Project Approvals.* City shall accept for processing, review and action all applications for Subsequent Project Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner, taking into account City's staffing levels, and all requisite development fees shall be calculated and paid at such time as payment for such fees is due and payable, for all or a portion of the Property. City further agrees that, unless otherwise requested by Owners, it shall not, without good cause as provided in this Agreement, amend or rescind any Subsequent Project Approvals respecting the Property after City has granted the same.

4.1.5 *Development in Accordance with Agreement and Applicable Law.* Subject to the provisions of Section 4.4, if Owners proceeds with Development of the Project, Development shall proceed in accordance with this Agreement (including, without limitation, the Applicable Regulations and the Project Approvals) and in compliance with all laws, regulations, rules, and requirements of all non-City governing entities with jurisdiction over the Property.

4.1.6 *Amendments to Project Approvals.* It is contemplated by the Parties that Owners may, from time to time, seek amendments to one or more of the Project Approvals. In the event Owners finds that such an amendment is appropriate or desirable, Owners may apply in writing for an amendment to the Project Approvals to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing sole and absolute discretion, City shall not apply a standard different than used in evaluating requests of other Owners. Any such amendments are contemplated by the Parties as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Approvals as referenced in this Agreement. The City Community Development Director shall be empowered to issue amendments to Project Approvals if authorized by the Jurupa Valley Municipal Code. The Parties agree that any such approved amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

## 4.2 Reservation of Authority by City.

4.2.1 *Limitations, Reservations, and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

4.2.1.1 Processing fees and charges of every kind and nature adopted by City pursuant to state law for costs related to City's processing of applications for Project Approvals.

4.2.1.2 Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matters of procedure.

4.2.1.3 Changes adopted by the City Council in the California Building Code, California Historic Building Code, California Existing Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Green Building Standards Code, California Referenced Standards Code, California Residential Code, International Property Maintenance Code and similar uniform codes as required by and in accordance with the authority granted to City under state law.

4.2.1.4 Except as otherwise authorized in this Section 4.2.1, regulations that are not in conflict with the Project Approvals and this Agreement. Regulations shall be deemed in conflict with the Project Approvals or this Agreement if the Regulations: (i) alter or change any land use, including permitted or conditional uses, of the Property from that permitted under this Agreement and the Applicable Regulations; (ii) limit or reduce the height or bulk of any structures of the Project from that permitted under this Agreement and the Applicable Regulations; (iii) limit or reduce the density or intensity of the Project from that permitted under this Agreement and the Applicable Regulations; (iv) except as provided in this Agreement, materially increase (by an amount greater than 15%) the cost of performance of, or preclude compliance with, any provision of the Applicable Regulations or Project Approvals; (v) additional public improvements, mitigation measures, or any other additional conditions of approvals not already contained in the Project Approvals; (vi) limit or restrict the availability of public utilities, services, infrastructure or facilities to the Project; or (vii) require the issuance of additional permits or approvals by the City other than those required by the Applicable Regulations.

4.2.1.5 Regulations that are in conflict with the Project Approvals provided Owners has given written consent to the application of such regulations to the Development.

4.2.1.6 Federal, state, county, and multi-jurisdictional laws and regulations that preempt local regulations, or mandate the adoption of local regulations, and are in conflict with the Project Approvals.

4.2.1.7 Subsequent Land Use Regulations adopted by City in connection with any Subsequent Project Approvals, necessary to protect the imminent safety or health, or both, of the residents or occupants of the Property, or the residents or people of City, or both.

4.2.2 *Future Discretion of City.* Notwithstanding any other provision of this Section 4.2, this Agreement shall not prevent City, in acting on Subsequent Project Approvals, from denying or conditionally approving any Subsequent Project Approval on the basis of the Applicable Regulations or any Subsequent Land Use Regulations not in conflict with the Project Approvals.

4.2.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

4.2.4 *Intent.* City acknowledges that Owners have reasonably entered into this Agreement and may proceed with the Development of the Property on the assumption that City has adequately provided for the public health, safety and welfare through the Applicable Regulations. In the event that any future, unforeseen public health or safety emergency arises, City shall attempt to address such emergency in such a way as not to impact the Development in accordance with the Project Approvals, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on the Development in accordance with the Project Approvals.

4.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development, and this Agreement does not limit the authority of such other public agencies.

4.4 Timing of Development. Except as set forth in Agreement regardless of any future enactment, by initiative, or otherwise, Owners shall have the discretion to develop the Property, or not develop the Property, in one phase or in multiple phases at such times as Owners deems appropriate within the exercise of its sole and absolute business judgment. Specifically, City agrees that Owners shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time, provided that such application is made in accordance with this Agreement and the Applicable Regulations. It is the intent of the Parties to cure the deficiency identified by the Supreme Court in *Pardee Construction Company v. City of Camarillo*, 37 Cal. 3d 465 (1984), which held the failure of a development agreement to specify the timing of development did not prevent a latter-enacted initiative from applying to the project approvals applicable to the development agreement in question in that case.

4.5 Vested Rights. By entering into this Agreement and relying thereon, Owners are obtaining the vested rights to proceed with the Development of the Property in accordance with the terms and conditions of this Agreement. By entering into this Agreement and relying thereon, City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in Section 1 of this Agreement.

4.6 No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of City shall enact a rule, regulation, ordinance, or other measure applicable to the Property that is inconsistent or conflicts with the terms of this Agreement.

4.6.1 *Moratorium.* It is the intent of the Parties that no moratorium or other limitation (whether relating to the Development of all or any part of the Development and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether

tentative, vesting tentative, or final), site development permits, precise plans, site development plans, grading permits, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within City, or portions of City, shall apply to the Development to the extent such moratorium or other limitation would restrict Owners' right to develop the Property as provided by this Agreement in such order and at such rate as Owners deems appropriate at its sole and absolute discretion, as provided by this Agreement. City shall reasonably cooperate with Owners in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against City or Owners relating to this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Development, unless the third party obtains a court order preventing the activity.

4.6.2 *Consistency between this Agreement and Current Laws.* City represents that at the Effective Date there are no rules, regulations, ordinances, policies, or other measures of City in force that would interfere with the Development and use of all or any part of the Property according to this Agreement. In the event of any inconsistency between any Applicable Regulation, Development Approval, and this Agreement, the provisions of this Agreement shall control.

4.7 Amendments to Project Approvals. It is contemplated by the Parties that Owners may, from time to time, seek amendments to one or more of the Project Approvals. Any such amendments are contemplated by the Parties as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Approvals as referenced in this Agreement. The Parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

4.8 Further Assurances to Owners. The Parties further acknowledge that the public benefits to be provided by Owners to City pursuant to this Agreement are in consideration and reliance upon assurances that the Property can be developed in accordance with the Project Approvals and this Agreement. Accordingly, while recognizing that the Development of the Property may be affected by exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement, Owners are concerned that normally the judiciary extends to local agencies significant deference in the adoption of land use regulations that might permit City, in violation of Section 4.2, to attempt to apply regulations that are inconsistent with the Project Approvals pursuant to the exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement. Accordingly, Owners desires assurances that City shall not and City agrees that it shall not further restrict or limit the Development of the Property in violation of this Agreement except in strict accordance with the terms of this Agreement.

4.9 Acquisition of Right of Way for Public Improvements.

4.9.1 To the extent Owners does not have sufficient title or interest in the real property required for the construction or installation of a Public Improvement, Owners shall make a good faith effort to acquire the required property ("Required Property") in a timeframe

calculated to allow for the orderly Development of the Project. If, following this effort, Owners is unable to acquire the Required Property, Owners shall have the right, but not the obligation, to request that City acquire the Required Property pursuant to the provisions of Government Code Section 66462.5, which shall be applicable, regardless of whether Owners is applying for approval of a final map. City shall consider in good faith the acquisition of the Required Property pursuant to an acquisition agreement in substantially the form of Exhibit C (“Acquisition Agreement”), pursuant to the provisions of Government Code Section 66462.5 or Code of Civil Procedure Section 1230.010 and following, as the case may be, including proceedings for immediate possession of the Property pursuant to Code of Civil Procedure Section 1255.410 and following. This Agreement is neither a commitment nor an announcement of an intent by City to acquire any or all of the property required for Off-Site Improvements.

4.9.2 In the event City delays or is unwilling or unable to acquire the Required Property, such conditions of approval shall be automatically deemed waived. The specific acquisition of Right of Way requiring public improvements shall be referenced in the Acquisition Agreement.

4.9.3 Both parties acknowledge and agree that acquisition of the Required Property in accordance with the California Eminent Domain Law, requires more time than the suggested timeframes of Government Code Section 66462.5 allow and therefore, the parties waive these time constraints and the Acquisition Agreement shall so provide. The parties further acknowledge and agree that City cannot exercise its power of eminent domain unless and until a Resolution of Necessity has been duly adopted by the City Council pursuant to law. This Agreement is neither a commitment nor the announcement of an intent by City to acquire any or all of the Required Property for the Public Improvements.

4.9.4 If Owners asks City and City agrees to acquire right-of-way through the use of its power of eminent domain, then Owners and City shall enter into an Acquisition Agreement pursuant to Government Code Section 66462.5 for each Public Improvement. Owners shall deposit with City the actual costs reasonably estimated by City for initiating such proceedings and each stage thereof. Notwithstanding the foregoing provisions of this Section 4.9. City shall not delay or refuse to issue any Future Development Approvals due to the failure or delay of the City to either (i) enter into the Acquisition Agreement; (ii) if necessary, failure to initiate or conclude an eminent domain proceeding, if such a proceeding is necessary to obtain the Required Property; or (iii) approve any improvement plans needed to construct any Public Improvement.

4.10 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property and the term of each of the Project Approvals (including, without limitation, Future Development Approvals) shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above.

4.11 Requirement of Sufficient Water Supply for Residential Subdivisions. Any and all tentative subdivision maps approved for the Project shall comply with Government Code section 66473.7, if, and to the extent, required by Government Code Section 65867.5.

## 5. IMPACT FEES.

5.1 Development Impact Fees. Owners shall pay all Development Impact Fees pursuant to Chapter 3.75 or other provisions of the Jurupa Valley Municipal Code ("DIF"). The DIF in existence on the Effective Date at the rates on the Effective Date, shall be the sole DIF to be imposed on parcels within the Property for the first ten (10) years of the Term of this Agreement. The DIF during this ten year period is attached hereto as Exhibit "D" to this Agreement. Thereafter, the DIF and rates of DIF shall be those in effect as of the date of issuance of each building permit for the Project or such other time as the DIF may be paid as required by law. The DIF shall apply only to the City's DIF and not to the Transportation Uniform Mitigation Fees ("TUMF"), any similar regional impact fees described herein or to any other development impact fees imposed by another governmental agency not under the control, directly or indirectly, of the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owners shall be separately responsible for payment of any and all DIF in the amount shown in Exhibit "D" or as required by this Section for that portion of the Property developed by such person or entity and shall not be responsible for payment of any DIF related to other portions of the Property. Owners shall be entitled to such credits as might be available pursuant to the terms of the DIF or other provisions of the Applicable Regulations and this Agreement. The financing of the acquisition of any Public Improvement through a CFD shall not preclude the grant of credits against any DIF otherwise available with respect to the Public Improvement pursuant to the Applicable Regulations and this Agreement.

5.2 TUMF Fees. Pursuant to Chapter 3.70 of the Jurupa Valley Municipal Code, the TUMF shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. Owners shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.70 of the Jurupa Valley Municipal Code or the terms of the future allowable fees. Owners acknowledges and understands that TUMF is collected and administered by the Western Riverside Council of Governments and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owners shall be separately responsible for payment of any and all TUMF for that portion of the Property developed by such person or entity and shall not be responsible for payment of any TUMF related to other portions of the Property.

5.3 MSHCP Fees. Pursuant to Chapter 3.80 of the Jurupa Valley Municipal Code, Western Riverside County Multi-Species Habitat Conservation Plan Fees ("MSHCP Fee"), the MSHCP Fee shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. Owners shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.80 of the Jurupa Valley Municipal Code. Owners acknowledges and understands that the MSHCP Fee is administered by the Riverside Conservation Agency and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of Owners shall be separately responsible for payment of any and all MSHCP Fee for that portion of the Property developed by such person or entity and shall not be responsible for payment of any MSHCP Fee related to other portions of the Property.

5.4 Other Regional Development Impact Fees. Owners shall pay other regional development impact fees, or any other development impact fees imposed by another governmental agency imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law.

5.5 Application/Processing Fees. Owners shall pay the application and processing fees for applications for entitlements and permits at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution, or ordinance in effect at the time the application is deemed complete and accepted by City for action, which fees are designed to reimburse City's expenses attributable to processing such applications for entitlements, permits, or both.

5.6 Community Benefit Contributions. In consideration of the benefits received by Owners pursuant to the terms of this Agreement, Owners shall pay to City the following Community Benefit Contributions ("CBCs"):

5.6.1 *General Municipal Services Contribution.*

5.6.1.1 In partial consideration of the benefits provided to Owners under this Agreement and pursuant to the Project Approvals, Owners and its successors shall pay to the City a General Municipal Services Contribution of 1) one thousand dollars (\$1,000) per unit Single Family Residential Unit, and 2) seven hundred dollars (\$700) per unit for both Multi-Family Residential Units--Medium Density and Multi-Family Residential Units--High Density.

5.6.1.2 The one-time fees specified in this Section shall be payable prior to the issuance of a building permit for the unit ("Services Contribution CBC").

5.6.1.3 The City may use the contribution for general municipal purposes in order to mitigate the fiscal impact of the Project upon general municipal services.

5.6.2 *Annual Public Safety Benefit Contribution.*

5.6.2.1 As established in Section 5.7 of this Agreement, upon the creation of the CFD and the levying of special taxes through the CFD, the CFD shall pay to the City an annual Public Safety Benefit Contribution in the initial amount of, subject to the provisions of this Section 5.6.2:

5.6.2.1.1 Three hundred forty three dollars (\$343) per Single-Family Residential Unit;

5.6.2.1.2 Two hundred eight dollars (\$208) per Multi-Family Residential Unit--Medium Density;

5.6.2.1.3 One hundred twenty four dollars (\$124) per Multi-Family Residential Unit--High Density;

5.6.2.1.4 Two and two tenths cents (\$.022) per square foot of the designated building area of all buildings constructed on Light Industrial property as designated in the Project Approvals;

5.6.2.1.5 Eight and four tenths cents (\$.084) per square foot of the designated building area of all buildings constructed on Business Park property as designated in the Project Approvals;

5.6.2.1.6 Seven cents (\$.070) per square foot of the designated building area of all buildings constructed on Other Non-residential property as designated in the Project Approvals. Public schools, public recreational facilities and other public facilities are exempt from this Public Safety Benefit Contribution.

5.6.2.2 No special tax shall be levied on undeveloped property.

5.6.2.3 The Annual Public Safety Benefit Contribution may be used for the following services: (1) police protection services; (2) fire protection services; (3) ambulance and paramedic services; and (4) acquisition of land and construction of public safety facilities.

5.6.2.4 The first Public Safety Benefit Contribution shall be levied by the CFD in the first tax year following the issuance of a building permit for each type of property listed in Section 5.6.2 solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the Public Safety Benefit Contribution shall be levied by the CFD on the property in perpetuity. Commencing July 1st of City's second fiscal year in which the Public Safety Benefit Contribution is being levied by the CFD, and annually thereafter, the Public Safety Benefit Contribution amount shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario). The calculation of the percentage change in the Consumer Price Index shall be made using the month of May over the month of May in the prior year and shall have a minimum annual increase of two percent (2%) and a maximum annual increase of six percent (6%). The special tax for the Public Safety Benefit Contribution shall be designated by the CFD, and referred to herein as "Special Tax A" of the CFD.

### 5.6.3 *Annual Facilities Benefit Contribution.*

5.6.3.1 As established in Section 5.7, upon the creation of the CFD and the levying of special taxes through the CFD, the CFD shall pay to the City an Annual Facilities Benefit Contribution in the initial amount of, subject to the provisions of this Section 5.6.3:

5.6.3.1.1 Three hundred twenty dollars (\$320) per Single-Family Residential Unit;

5.6.3.1.2 Two hundred thirty dollars (\$230) per Multi-Family Residential Unit--Medium Density;

5.6.4.1.3 One hundred forty dollars (\$140) per Multi-Family Residential Unit--High Density; and

5.6.3.1.4 Three cents (\$.03) per square foot of the designated building area of all buildings constructed on Business Park property,

Light Industrial Logistics property, and Other Non-residential property as designated in the Project Approvals.

5.6.3.2 The Annual Facilities Benefit contribution would be used for the design and construction of public facilities for the City, including, but not limited, to those public facilities described on the City's Capital Improvement Plan, as currently adopted or hereafter amended.

5.6.3.3 The first Facilities Benefit Contribution shall be levied by the CFD in the first tax year following the issuance of a building permit for each type of property listed in Section 5.6.3 above, solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the Facilities Benefit Contribution shall be levied by the CFD on each Parcel for a period of fifty (50) years from the date of the building permit issuance. Commencing July 1st of the City's second fiscal year in which the Facilities Benefit Contribution is being levied by the CFD, and annually thereafter, the Facilities Benefit Contribution amount shall automatically increase by two percent (2.00%). The special tax for the Facilities Benefit Contribution shall be designated by the CFD, and referred to herein as "Special Tax B" of the CFD.

#### 5.7 Community Facilities District--Community Benefit Contributions.

5.7.1 Owners acknowledges and agrees that the obligations described in Section 5.6 are required by the terms of the Development Approvals and Owners' obligation to satisfy the obligations of Sections 5.6.2 and 5.6.3. Such obligations may be satisfied by the formation of one or more CFDs. If the City, or a City-controlled public entity, elects not to form the CFD described in this Section 5.7, then City acknowledges and agrees that the CBC established in Sections 5.6.2 and 5.6.3 shall not be imposed upon the Owners, any Transferee of Owners (as provided in Section 12 of this Agreement) or any End User of any portion of the Property. If the Owners fail to file a petition for a CFD or fails to vote in favor of the CFD as described in Section 5.7.2 and 5.7.3, or if the CFD is invalidated by a court of law or is subsequently repealed by the Owners, any Transferee of Owners (as provided in Section 12 of this Agreement) or any End User of any portion of the Property shall remain obligated to pay the CBC obligations of Section 5.6.2 and 5.6.3.

5.7.2 No public entity other than the City or a City-controlled public entity, may form a CFD for the CBCs.

5.7.3 Owners may satisfy its obligations concerning Sections 5.6.2 and 5.6.3 through (i) filing a Petition and Waiver with City to initiate formation of a CFD, or annexation to an appropriate CFD, if one already exists; (ii) voting in favor of such CFD; and (iii) paying all costs associated with the formation of, or annexation to, a CFD.

5.7.4 The City and Owners shall work cooperatively to complete the CFD within twelve (12) months following the date the Owners' requests the formation of such CFD. City agrees to use reasonable efforts to develop and implement the CFD(s) subject to public hearing and election requirements of applicable State law.

5.7.5 The Maximum Special Tax for services shall be increased each fiscal year based on the increases in contributions described in Section 5.6.

5.7.6 The maximum effective tax rate for assessor's parcels within each CFD for the Project, including those described in this Section 5.7 and Section 6.5 may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of formation of the CFD in accordance with the Community Facilities District Policy.

5.7.7 No building permit for any building within the Project Area shall be issued unless and until the Owners have fulfilled their obligations with respect to the formation of the CFD described in this Section 5.7.

5.8 Commercial Truck Enforcement.

5.8.1 Effective enforcement of the City's Truck Ordinances is essential to the success of the Project and Richland and lessees of non-residential properties in the Project must take responsibility to ensure trucks servicing their buildings comply with the City's Truck Ordinances.

5.8.2 As used in this section, "Truck Ordinances" shall mean those provisions of the Jurupa Valley Municipal Code regulating parking of and use of trucks on City streets, including but not limited to, Chapter 12.25, Parking Restrictions, and Section 12.35.020, Permissible Vehicle Weight on Streets, Roads, Highways, and Bridges; Truck Routes, as those provisions now exist or may hereafter be amended or modified.

5.8.3 City will fund commercial truck enforcement with incoming revenues from the Public Safety Benefit Contribution described in Section 5.6.3.

5.8.4 With respect to trucking companies and truck drivers providing transportation services to their respective properties, Richland, for itself, and all successors, assigns, and lessees of non-residential properties shall: 1) Notify all truck companies and truck drivers that they must comply with City's Truck Ordinances through means and text approved by the Director of Community Development; 2) be jointly liable with trucking companies and truck drivers for violations of the City's Truck Ordinances; and 3) be subject to administrative citations pursuant to Jurupa Valley Municipal Code Chapter 1.20, Administrative Penalties, and other applicable City remedies for violation of these provisions.

5.8.5 With respect to trucking companies and truck drivers providing transportation services to their respective properties, Richland, for itself, and all successors, assigns, and lessees of non-residential properties hereby consent to the City's use of cameras and other technologies on public streets to identify truck or other vehicles originating from or traveling to non-residential properties within the Project that are in violation of the City's Truck Ordinances.

5.9 City Right of First Refusal for Planning Area 14. City shall have the right of first refusal to purchase Planning Area 14 as shown on the Project Approvals in accordance with the terms set forth in Exhibit F, City Right of First Refusal Agreement for Planning Area 14. The term of this right of first refusal shall be for five (5) years following the date on which the Parties have fully-executed the Right of First Refusal Agreement ("Execution Date"). Nothing in this Section 5.10 shall prevent Richland from selling Planning Area 14 within the first five years of the Execution Date, provided the City declines to exercise its right of first refusal. The City Manager shall have authority to execute the Right of First Refusal Agreement and the Memorandum of Right of First Refusal Agreement on behalf of the City in substantially the

forms attached hereto as Exhibit F. The City Manager is authorized to give notice of the City's intent to purchase Planning Area 14, provided, however, that such notice does not obligate the City to purchase Planning Area 14 unless and until the City Council approves the purchase of Planning Area 14.

5.10 Owners Construction of Equestrian and/or Recreational Facilities.

5.10.1 Owners shall, at their sole cost and expense, construct an Equestrian tie-up area and watering station at Community Park (Planning Area 18). The equestrian facilities described in this Section 5.10.1 shall be completed and open to the public prior to the issuance of the five hundredth (500<sup>th</sup>) building permit for the Richland Property.

5.10.2 Owners shall make payment to the Jurupa Area Recreation and Park District (JARPD) in the amount of three hundred twenty five thousand dollars (\$325,000.00) for the improvement of new/existing parks and/or equestrian amenities and/or youth activities that directly impact the communities of Rubidoux and Sunnyslope prior to the issuance of the five hundredth (500<sup>th</sup>) building permit for the Richland property.

5.10.3 City shall not grant any building permits for the Project beyond the thresholds established in this Section 5.10 unless and until the equestrian facilities described in Section 5.10.1 are completed and open to the public and the contribution required by Section 5.10.2 has been made to the City.

5.11 Owners Contribution for Master Planning Activities for Rubidoux Area. Owners shall make a one-time payment to the City of two hundred thousand dollars (\$200,000.00) to be used by the City, in its sole discretion, for master planning activities in the Rubidoux Area (defined as District 4 as of the Effective Date), including but not limited to, the North Rubidoux Master Plan and the Downtown Rubidoux Master Plan. This payment shall be made to the City prior to the issuance of the first building permit for a residential unit on the Richland Property.

5.12 Administrative Fee. Owners shall pay to City a one-time administrative fee in the amount of fifty thousand dollars (\$50,000) thirty (30) calendar days after the Effective Date of the of this Agreement.

**6. OBLIGATIONS OF THE PARTIES.**

6.1 Owners' Obligation to Construct Public Improvements.

6.1.1 Except as provided in Section 6.2, Owners shall, at Owners' sole cost and expense, design, construct, install, and finally complete the Public Improvements described in the Project Approvals to be dedicated or conveyed to a public agency ("Public Improvements").

6.1.2 The design, construction, installation, and final completion of the Public Improvements shall be in conformance with the Applicable Regulations in effect on the Effective Date. The City Engineer shall approve, in writing, all Plans and Specifications for construction, installation, and final completion of the Public Improvements.

6.1.3 Except as otherwise provided in this Agreement, the Public Improvements shall be completed at such time as set forth in the Project Approvals.

6.1.4 The Parties shall enter into City's standard subdivision improvement agreement, or an applicable modification thereof, for the completion of the Public Improvements.

6.1.5 Owners and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws (to the extent applicable), including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations, and standards. Owners shall indemnify, defend, and hold the Indemnified Parties (as defined in Section 8.1) harmless from and against any cost, expense, claim, charge, or liability relating to or arising directly or indirectly from any breach by or failure of Owners or its contractor(s) or agents to comply with such laws, rules, regulations, and standards. Owners' indemnity obligations set forth in this Section 6.1 shall survive the termination or expiration of this Agreement.

6.1.6 *Maintenance of City Public Improvements.* City shall maintain all City Public Improvements, pursuant to a maintenance CFD described in Section 6.3, unless City and Owners have entered into one or more Operating Memoranda pursuant to Section 3.4.4 designating Owners, or a property owners association formed by Owners ("POA"), to maintain a component of the City Public Improvements. Notwithstanding the foregoing, City shall maintain all flood control retention basins.

6.1.7 *Maintenance of Public Improvements from Other Public Agencies.* The Project Approvals provide for the design and construction of public improvements for other public entities, including but not limited to Jurupa Area Parks and Recreation District, Jurupa Community Services District, and Riverside County Flood Control District. It shall be the responsibility of the Owners to meet with such other public entities and determine their respective maintenance responsibilities.

6.2 Easements. City shall grant such easements over City property as are reasonably needed for the Development of the Property provided such easements do not impede or interfere with public services provided on such properties. Owners shall grant to City such easements over its property as are reasonably needed for the construction and maintenance of the Public Improvements, except to the extent such easements would have a material adverse economic effect on the Development. Such grants shall be at no additional cost to the Parties.

### 6.3 Community Facilities District - Public Improvements, Fees and Maintenance.

6.3.1 *Request for Public Improvement CFD.* Owners may request in writing that the City or another public entity establish a CFD, or annex to an existing CFD ("Alternate CFD") that is authorized to levy a special tax (the "Facilities Special Tax") and issue bonds to: 1) finance the design, construction, installation, and final completion of the Public Improvements, as required by the Project Approvals and this Agreement; 2) pay for City DIF, TUMF, MSHCP Fee, the City's Affordable Housing In-Lieu Fee, one-time Community Benefit Contributions pursuant to Section 5, agency fees, or regional fees; and 3) any other facilities pursuant to Joint Community Facilities Agreements ("JCFA") with other public agencies.

Unless as otherwise stated in this Section 6.3, the provisions of Section 6.3 are exclusive to a City Formed CFD or an Alternate CFD, and do not apply to the CFD provisions of Sections 5.6 and 5.7. Owners shall vote in favor of a City CFD or Alternate CFD. City agrees to use good faith efforts to enter into one of more JCFA(s). In the event Owners requests a public entity other than the City, or a City-controlled public entity, to establish a CFD or annex to an existing CFD for Public Improvements as described in this Section 6.3.1, the Owners shall not vote in favor of such a CFD or annexation unless there is sufficient capacity under the maximum special tax rate described in Section 6.5.3 to provide for the Special Tax A and Special Tax B described in Section 5.7. The Owners acknowledges and agrees that a similar provision will also be added to any JCFAs between the City and another public entity.

6.3.2 *Request for Maintenance CFD.* Owners shall request in writing that the City establish a CFD, or annex to an existing City CFD, pursuant to the Mello Roos Community Facilities District Act, for the purpose of funding the annual costs of maintenance of the City Public Improvements described in this Section 6.3.2. This CFD may be separate from the CFD formed pursuant to Section 6.3.1 or a separate special tax may be authorized for the CFD established pursuant to Section 6.3.1 to fund the annual maintenance costs specified in this Section 6.3.2. Exhibit E sets forth the units of benefit by land use type (“Land Use Type”) which will be used to determine the special tax for maintenance based on the City Public Improvements to be maintained by the City (the “Maintenance Special Tax”) and the size and components of those improvements (“Benefit Units”). Parcels of Taxable Property (as defined in the Rate and Method of Apportionment for the Maintenance Special Tax) shall be assigned the appropriate Benefit Unit(s) contained in the Table shown in Exhibit E based upon each parcel’s assignment to the appropriate Land Use Type. The cost per Benefit Unit shall be calculated based upon the total budget for required maintenance (including but not limited to actual costs, reserves, contingency, administration, and County fees), divided by the total number of Benefit Units for Taxable Property. The Maintenance Special Tax shall be levied upon and collected from each such parcel for each fiscal year based on the Benefit Units which are assigned to the parcel as a result of its assignment to the appropriate Land Use Type. The first Maintenance Special Tax shall be levied by the CFD in the first tax year following the issuance of a building permit for each type of property listed in Exhibit E, but solely on parcels where a Certificate of Occupancy has been issued. Thereafter, the Maintenance Special Tax shall be levied by the CFD on the property in perpetuity.

6.3.3 *Annual Increase in Maintenance Special Tax.* Commencing July 1st of City’s second fiscal year in which the Maintenance Special Tax are being levied, and annually thereafter, the Maintenance Special Tax shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario) or three percent (3%), whichever is greater, provided however, the costs of electricity shall be assessed at its actual cost. The calculation of the percentage change in the Consumer Price Index shall be made using the month of May over the month of May in the prior year.

6.3.4 No public entity other than the City or a City-controlled public entity, may form a CFD for maintenance of the City Public Improvements.

6.3.5 *Annual Increase in Facilities Special Tax.* The Facilities Special Tax shall escalate two percent (2.00%) annually.

6.3.6 *Maximum Special Tax.* City agrees that the maximum effective tax rate for assessor’s parcels within each City CFD or Alternate CFD, including the CFD specified

in Sections 5.6 and 5.7, including, without limitation, all overlapping debt, may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of formation of the CFD(s) in accordance with the City's Community Facilities District Policy.

6.3.7 *Processing CFD; Viability of CFD.* City agrees to use reasonable efforts to develop and implement all CFD(s) subject to public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, Federal law, the Applicable Regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). Owners and City acknowledge and agree that the establishment of a CFD for facilities and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, and bond underwriting criteria.

6.3.8 *Commencement of Proceedings.* City agrees that upon receipt of Owners' written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and Owners shall cooperate in the conduct of such proceedings. Owners acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. In the event the City Council does not approve the CFD for the financing of facilities and fees, the Owners may seek an alternative agency (or agencies) to form a CFD for the Property.

6.3.9 *Maximum CFD Proceeds.* Owners acknowledges and agrees that the CFDs shall expressly provide that Owners shall not be entitled to receive more proceeds from the CFDs than its actual costs to complete the Public Improvements in order to always stay below the limits in Labor Code Section 1720(c)(2).

6.3.10 *Obligation to Construct and Maintain Public Improvements Exist Whether or Not CFD or Assessment District Established.* Owners acknowledges and agrees that the Owners' obligations to design, construct, install and maintain the Public Improvements, as required by the Project Approvals and this Agreement, or City DIF, TUMF, MSHCP Fee, agency fees, or regional fees (excluding the CBCs specified in Sections 5.6.2 and 5.6.3) described in this Section 6 are required by the terms of the Project Approvals and this Agreement and that the obligations shall continue to exist whether or not a CFD is established to facilitate the construction and maintenance of the Public Improvements and whether or not the CFD is repealed by an initiative measure or invalidated by a final judgement of a court of law, subject to the timing requirements specified in Sections 5.6.2.2 and 5.6.3.2.

6.3.11 *No Building Permits Until Owners Fulfill Their Obligations Under this Section.* No building permit for any building within the Project Area shall be issued unless and until the Owners have fulfilled their obligations with respect to the formation of the CFD described in this Section 6.3.

6.4. Richland's Obligation to Restrict Use of Planning Areas 21 A-E for Open Space and the Preservation of the Palmer's Oak; Endowment

6.4.1 Prior to the issuance of a certificate of occupancy for any residential unit not located in the Monte Vista Property, Richland shall record on Planning Area 21 A -E, as described in the Specific Plan, an open space deed restriction or open space easement, as approved in writing by the City Manager prior to recordation, limiting the use of the property to open space and preservation of the Palmer's Oak ("Open Space Property"). The documents imposing the deed restrictions or open space easement on the Open Space Property shall be approved by the City Manager in writing prior to recordation.

6.4.2 Prior to the issuance of a certificate of occupancy for the one hundred seventieth (170) residential unit of the Specific Plan or grading permit for an Industrial Building in Planning Areas 13 or 15 whichever occurs first, a local non-profit conservation entity shall be identified by Richland, subject to the written approval of the City Manager, which shall be responsible for the maintenance and conservation of the Planning Area 21-D of the Open Space Property and the Palmer's Oak ("Conservation Entity"). Within two weeks of the approval of the Conservation Entity, or as extended by the City Manager, Richland shall convey (by land dedication, conservation easement or other means) Planning Area 21-D of the Open Space Property ("PA 21-D Property") to the Conservation Entity free of liens and encumbrances other than the restriction limiting the use of the property to open space and preservation of the Palmer's Oak. The documents conveying PA 21-D Property to the Conservation Entity shall be approved by the City Manager in writing prior to recordation. Until such time that PA 21-D Property is conveyed to Conservation Entity, Richland shall continue to maintain, preserve and provide security services for the PA 21-D Property.

6.4.3 Prior to or upon issuance of a Grading Permit for PA 13 or PA 15 as described in the Specific Plan, Richland shall convey PA 21-D Property to the Conservation Entity. Prior to or upon conveyance of the PA 21-D Property to the Conservation Entity, Richland shall pay to the Conservation Entity the sum of two hundred fifty thousand dollars (\$250,000.00) to be used as an endowment for the maintenance and conservation of the PA 21-D Property and the Palmer's Oak subject to such terms as may be approved in writing by the City Manager.

6.4.4 Prior to the issuance of a Certificate of Occupancy for PA 13 or PA 15, Richland shall form a Homeowners Association (HOA) to serve the residential Planning Areas, except for Planning Area 7 on the Monte Vista Property, and a Business Association to serve the Light Industrial and Business Park Planning Areas. All applicable associations shall be required to share in the funding of the conservation entity for the ongoing maintenance of the PA 21-D property and the Palmer Oak in perpetuity. Additional or in-lieu funding, such as a Community Facilities District (CFD) or endowment, are also acceptable funding mechanisms subject to the written approval of the City Manager. Richland and Conservation Entity shall enter into a separate funding agreement which details, at minimum, maintenance costs, specific services and frequencies, method of funding these costs, and timing of payments subject to the prior written approval of the agreement by the City Manager. Any amendments thereto shall also be approved by the City Manager prior to approval of the amendment.

## **7. CITY'S OBLIGATIONS.**

7.1 Property Approvals Independent. All approvals required for the Property which may be or have been granted, and all land use entitlements or approvals generally which

have been issued or will be issued by City with respect to the Property, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Property Approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the Parties to this Agreement that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the Term, but shall remain valid for the term(s) of such approvals and entitlements.

7.2 City Cooperation. City staff shall work cooperatively with Owners to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. To the extent City or City's designee is unable to process and consider permits, entitlements and approvals in an expeditious manner, Owners shall pay to the City the costs of hiring temporary Staff or retaining an outside contractor to assist City in the expeditious processing and consideration of all necessary permits, entitlements and approvals.

7.3 No Action to Impede Project Approvals. City shall take no action or impose any condition that would conflict with this Agreement or the Project Approvals. Any action taken or condition imposed shall be deemed to be "in conflict with" this Agreement or the Project Approvals if such actions or conditions result in one or more of the circumstances identified in Section 4.6.

7.4 Processing During Third-Party Litigation. The filing of any third-party lawsuit(s) against the City or Owners relating to this Agreement, the Project Approvals, or other development issues affecting the Project or the Property, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the third party obtains an injunction or other court order preventing the activity.

## **8. INDEMNIFICATION.**

8.1 Litigation to Set Aside, Void, or Annul the Agreement. Owners shall indemnify and hold harmless City, its affiliated agencies and districts, their agents, officers, consultants, contractors, attorneys, and employees ("Indemnified Parties") from and against any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons against the Indemnified Parties brought by a Third-Party to set aside, void, or annul the approval of this Agreement or the Project Approvals (not including Subsequent Project Approvals) ("Third-Party Initial Challenge"). Any subsequent challenge to this Agreement or Subsequent Project Approvals is a "Third-Party Challenge". Concerning any Third-Party Challenge, only the Owners which filed the development application subject to the Third-Party Challenge (the "Challenged Owner") shall indemnify and hold harmless the Indemnified Parties from and against any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons against the Indemnified Parties brought by a Third-Party to set aside, void, or annul the approval of this Agreement or any Subsequent Project Approval. Notwithstanding the provisions of Section 12.1.1 of this Agreement, the Challenged Owner's obligation pursuant to this Section 8.1 is not a benefit or burden running with the land and shall not be assigned to any person without the prior express written consent of City, unless a transfer or assignment is made

pursuant to Section 12 of this Agreement. The Challenged Owner's duties under this Section 8.1 are solely subject to and conditioned upon the Indemnified Parties written request to Challenged Owner to indemnify the Indemnified Parties. The Challenged Owner shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit within ten (10) business days from the request of City. Without in any way limiting the provisions of this Section 8.1, the Parties agree that this Section 8.1 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date. The filing of any Third-Party Initial Challenge or Third-Party Challenge shall not delay or stop the Development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the Third-Party obtains an injunction or other court order preventing the activity. City may not settle any Third-Party Initial Challenge or Third-Party Challenge without Owners' or Challenged Owner, as applicable, prior written consent. The Term, the obligations imposed pursuant to this Agreement and the expiration date of the Project Approvals and Subsequent Project Approvals shall be extended day for day for any delay arising from or related to a Third-Party Initial Challenge or Third-Party Challenge until the date on which the Third-Party Initial Challenge or Third-Party Challenge is finally resolved, via a final non-appealable judgment, voluntary or involuntary dismissal (and the passage of any time required to appeal an involuntary dismissal), or binding written settlement agreement.

8.2 Other Litigation. Notwithstanding Section 8.1, and as a separate and distinct obligation of Owners, to the fullest extent permitted by law, Owners shall defend (with counsel of City's choosing regarding counsel who shall represent the City), indemnify and hold the Indemnified Parties free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Owners, its officials, officers, employees, contractors, subcontractors, Owners' or agents in connection with the performance of the Owners' obligations under this Agreement or the Project, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Owners' obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Owners, the Indemnified Parties. Except for a Third-Party Challenge to the Project Approvals or this Agreement, the indemnity obligation specified in this Section 8.2 shall not apply to an Owner which has not submitted development applications which are subject to such litigation.

8.2.1 Owners' duties under this Section 8.2 are solely subject to and conditioned upon the Indemnified Parties' written request to Owners to indemnify the Indemnified Parties.

8.2.2 Owners shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit within ten (10) business days from the request of City.

8.2.3 Without in any way limiting the provisions of this Section 8.2, the Parties agree that this Section 8.2 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

**9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.**

9.1 Periodic Review. The Parties shall review this Agreement at least once every 12-month period from the Effective Date of this Agreement. City shall notify Owners in writing of the date for review at least thirty (30) calendar days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1.

9.2 Good Faith Compliance. During each periodic review, Owners shall be required to demonstrate good faith compliance with the terms of this Agreement. Owners shall furnish such reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Owners, City shall provide to Owners, a certificate that Owners or a duly authorized Estoppel Certificate pursuant to the provisions of Section 13 of this Agreement.

9.3 Failure to Conduct Annual Review. City's failure to conduct the annual review shall not be an Owners default. Further, Owners shall not be entitled to any remedy for City's failure to conduct the annual review.

9.4 Initiation of Review by City Council. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to Owners. Within thirty (30) calendar days following receipt of such notice, Owners shall submit evidence to the City Council of Owners' good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section 9.4 only if it has probable cause to believe City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Owners.

9.5 Administration of Agreement. Any final decision by City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance with this Agreement may be appealed by Owners to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after Owners receives written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) calendar days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

9.6 Availability of Documents. If requested by Owners, City shall provide to Owners copies of any documents, reports, or other items reviewed, accumulated, or prepared by or for City in connection with any periodic compliance review by City except for matters protected from disclosure by the attorney client or attorney work product privileges.

**10. DEFAULT; REMEDIES; DISPUTE RESOLUTION.**

10.1 Notice of Default. In the event of failure by a Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided in this Agreement, provided that such non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by this Section 10 identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

10.2 Cure of Default. Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction, or remedy of such default not later than ten (10) business days after receipt of notice thereof if the breach of this Agreement involves the payment of money, or not later than thirty (30) calendar days after receipt of notice thereof if the breach of this Agreement does not involve the payment of money; provided, however, that if such breach may not reasonably be cured within such thirty (30) calendar day period, then a default shall exist only if the cure of such breach is not commenced within such thirty (30) calendar day period or thereafter is not diligently prosecuted to completion.

10.3 Owners' Remedies. Due to the size, nature, and scope of the Property and the Development, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owners may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owners have invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Development and Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money that would adequately compensate Owners for such efforts. For the above reasons, the Parties agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement and that Owners shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, Owners specifically agree that they have no authority under this Agreement or otherwise to seek monetary damages against City for any breach of this Agreement by City, and shall not to seek monetary damages against City for breach of this Agreement.

10.4 City Remedies. In the event of an uncured default by one or more Owners of the terms of this Agreement, City, at its option, may institute legal action in law or in equity against Owners to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement by specific performance as its sole and exclusive remedy. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 10, in the event of a material default by one or more Owners, may give notice of its intent to terminate or modify this Agreement pursuant to this Agreement and/or the Development Agreement Legislation, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in this Agreement or the Development Agreement Legislation.

#### 10.5 Judicial Review.

10.5.1 *Subsequent Land Use Entitlements.* Based on the foregoing, in the event Owners judicially (including by way of a reference proceeding) challenges the application of a Subsequent Land Use Regulation as being in violation of this Agreement and as not being a land use regulation adopted pursuant to the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement, Owners shall bear the burden of proof in establishing that such rule, regulation, or policy is inconsistent with the Applicable Regulations, the Project Approvals, or both, and City shall thereafter bear the burden of proof in establishing that such

regulation was adopted pursuant to and in accordance with the authority and rights reserved and except as provided in Section 4.2 of this Agreement and was not applied by City in violation of this Agreement.

10.5.2 *Collection of Fees or Community Benefit Contributions.* City may bring an action against Owners for collection for any development fees due to the City or Community Benefit Contributions due to the City as described in Section 5 within six (6) years from the date the payment was due.

## **11. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.**

### **11.1 No Liens on Property as of Effective Date.**

11.1.1 Richland warrants and represents to the City that as of the date of recordation of this Agreement there is no mortgage, deed of trust, sale and leaseback arrangement, lien or any other form of pledge of security, purchase and sale agreement, option to purchase other than an option held by an affiliated Richland entity, Richland Planned Communities, Inc., on or affecting the Richland Property or any portion of the Richland Property. If any such lien exists, Richland shall obtain the lien holders or other interested persons consent to this Agreement and a subordination of its interests to this Agreement in a form reasonably acceptable to the City Manager and City Attorney that shall be recorded as part of this Agreement. The fully executed Consent and Subordination Agreement of Richland Planned Communities, Inc., with respect to this Agreement is attached hereto as Exhibit G.

11.1.2 Except for the deed of trust of Infinity Bank on the Monte Vista Property, Monte Vista warrants and represents to the City that as of the date of recordation of this Agreement there is no mortgage, deed of trust, sale and leaseback arrangement, lien or any other form of pledge of security, purchase and sale agreement, option to purchase, on or affecting the Monte Vista Property or any portion of the Monte Vista Property. If any such lien exists, Monte Vista shall obtain the lien holders or other interested persons consent to this Agreement and a subordination of its interests to this Agreement in a form reasonably acceptable to the City Manager and City Attorney that shall be recorded as part of this Agreement. The fully executed Consent and Subordination Agreement of Infinity Bank with respect to this Agreement is attached hereto as Exhibit H.

11.2 Future Encumbrances on the Property. This Agreement shall not prevent or limit Owners from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance ("Mortgage") in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use, or operation of the Property.

11.3 Mortgagee Protection. Subject to the provisions of Section 3.4.5, this Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a

beneficial interest under a Mortgage, or any successor or assignee to said holder (“Mortgagee”), whether pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise, shall be subject to all of the terms and conditions of this Agreement.

11.4 Mortgagee Not Obligated. No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owners or other affirmative covenants of Owners hereunder, or to guarantee such performance. In addition, the Mortgagee shall have no right to develop or operate the Property without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by Owners is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City’s performance under this Agreement.

11.5 Notice of Default to Mortgagee; Right of Mortgagee to Cure. City shall, upon written request to City, deliver to each Mortgagee a copy of any notice of default given to Owners under the terms of this Agreement, at the same time such notice of default is provided to Owners. The Mortgagee shall have the right, but not the obligation, to cure, correct, or remedy the default, within sixty (60) calendar days after the receipt of such notice from City for monetary defaults, or within sixty (60) calendar days after Owners’ cure period has expired for non-monetary defaults, or, for such defaults that cannot reasonably be cured, corrected, or remedied within such period, the Mortgagee may cure, correct, or remedy the default if the Mortgagee commences to cure, correct, or remedy such default within such sixty (60) calendar day period, and continuously and diligently prosecutes such cure to completion. If the default is of a nature that can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than ninety (90) calendar days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) calendar day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such ninety (90) calendar day period, and thereafter diligently pursues such cure to completion.

## **12. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.**

### **12.1 Transfers and Assignments.**

12.1.1 Restrictions on Transfers. Owners may sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all their right, title, and interest in this Agreement, or the portion thereof that is subject to the transferred portion of the Property, to any Transferee provided that: (i) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of Owners, to construct the Public Improvements for the Project as provided in the Project Approvals and to comply with the Community Facilities District obligations described in Sections 5.7 and 6.5; and (ii) if applicable, the Transferee has obtained replacement bonds, accepted by City for the Public Improvements (in which event, City shall release Owners’ corresponding Public Improvement bonds).

12.1.2 Notice of Transfer; Agreement. In the event of any sale, assignment, or other transfer pursuant to Section 12.1.1, Owners shall notify City not more than twenty (20) business days after the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and a copy of the Assignment

and Assumption Agreement described in Section 12.1.1. In order for Owners to be released from its obligations created in this Agreement Owners and Transferee shall enter into an agreement pertaining to such transfer and shall provide that the Transferee shall be liable for the performance of those obligations of Owners under this Agreement that relate to the Transferred Property, if any, and shall confirm that Owners shall remain liable for the design and construction of Public Improvements pursuant to this Agreement, completed by Owners prior to any such transfer, subject to the provisions of Section 6.1.5.

12.1.3 *Termination of Transferring Owners Liability under Agreement.* Upon entering into the assignment and assumption agreement described in Section 12.1.2, the transferring Owners shall have no liability under this Agreement, or any further obligations created in this Agreement.

12.1.4 *Exempt Transfers.* Transfers of easements or real property interests that are necessary to provide utility service to the Property or to extend infrastructure to the Property shall not be subject to the foregoing restrictions of Section 12.

12.1.5 *Rights and Duties of Successors and Assigns.* Subject to the provisions of Section 3.4.5, any, each, and all successors and assigns of Owners shall have all of the same rights, benefits, duties, and obligations of Owners under this Agreement.

### 13. **ESTOPPEL CERTIFICATES.**

13.1 Written Request. The Parties may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

13.2 Ten (10) Business Days to Respond. A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within ten (10) business days after the City Attorney has approved the form of the Estoppel Certificate.

13.3 Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on City's behalf. Any officer of Owners may sign on Owners' behalf.

13.4 Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

13.5 Failure to Provide Estoppel Certificate. Failure by a Party to provide an Estoppel Certificate within ten (10) calendar days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect and has not been amended or modified either orally or in writing.

**14. MISCELLANEOUS.**

14.1 Interest of Owners. Owners represents and warrants that they each have a legal or equitable interest in the Property and, as such, Owners are qualified to enter into and be a party to this Agreement under the Development Agreement Legislation.

14.2 Notices. All notices permitted or required under this Agreement must be in writing and shall be effectuated by: (i) personal delivery; (ii) first class mail, registered or certified, postage fully prepaid; or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following Parties, or to such other address as any party may from time to time designate in writing in the manner as provided in this Agreement:

To City: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509  
Attn: City Manager

With a copy to: Richards, Watson & Gershon  
350 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, California 90071  
Attn: Peter M. Thorson

To Richland: Canadian Pacific Land, LLC, a Florida limited liability company,  
RMD Inland Investors, LLC, a Delaware limited liability company  
Trilogy Land Holdings, LLC, a Florida limited liability company  
Legacy Land Partners, LLC, a Florida limited liability company  
c/o Richland Planned Communities, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Brian Hardy

With a copy to: Rutan & Tucker  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Alan B. Fenstermacher

To Monte Vista: MV Avalon LLC  
5625 Land View Court  
Alta Loma, CA 91737  
Attention: Steven Landis

Any written notice, demand, or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

14.3 Force Majeure. In addition to specific provisions of this Agreement, performance by a Party under this Agreement shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes, or other acts of God, supply chain disruptions and delays related to the availability of construction materials and manpower, global pandemics or governmental orders imposed in response to public health crisis, inability of any utility purveyor to provide adequate service to the Project, strikes, labor disputes, lockouts, acts of the public enemy, riots, insurrections, pending litigation, or governmental restrictions imposed or mandated by other governmental entities. The Parties may also extend times of performance under this Agreement in writing. In the event Owners desires to invoke these force majeure provisions, the Owners shall notify City of a force majeure event within thirty (30) calendar days of the event and include a detailed description of the force majeure event and how it affects Owners' compliance with the terms of this Agreement.

14.4 Binding Effect; Covenants Run with Land. This Agreement, and all of the terms and conditions of this Agreement, shall be binding upon and inure to the benefit of the Parties, any subsequent owners of all or any portion of the Property or the Development, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. The provisions of this Agreement shall constitute mutual covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties for the term of this Agreement.

14.5 Relationship of Parties. The Parties acknowledge that, in entering into and performing this Agreement, each of the Parties is acting as an independent entity and not as an agent of the other in any respect. The City, Richland and Monte Vista renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Development of the Property shall be construed as making the City, Richland and Monte Vista joint ventures or partners.

14.6 Agreement Not to Benefit Third Parties. This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

14.7 Nonliability of City Officers and Employees. No City official, officer, employee, agent, or representative, acting in his or her official capacity, shall be personally liable to Owners, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection with this Agreement, or for any act or omission on City's part.

14.8 Covenant against Discrimination. The Parties covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination

against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification as defined by California or Federal law, in the performance of this Agreement. Owners shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 *et seq.*).

14.9 No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section 14.9. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided in this Agreement. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions of this Agreement.

14.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

14.11 Construction. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against a Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, the masculine gender includes the feminine and vice versa, "shall" is mandatory, and "may" is permissive.

14.12 Attorneys' Fees. If legal action is brought by a Party against another for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the prevailing Party shall be entitled to an award of its costs, including reasonable attorneys' fees. Attorneys' fees under this Section 14.12 shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses, including, without limitation, reasonable expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14.13 Recordation. This Agreement shall be recorded by City with the County Recorder of Riverside County. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

14.14 Captions and References. The captions of the sections of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference in this Agreement to a section or exhibit are the sections and exhibits of this Agreement.

14.15 Time of Essence. Time is of the essence in the performance of this Agreement and for each and every term and condition of this Agreement as to which time is an element.

14.16 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

14.17 Exhibits. Exhibits A – G, identified as follows, are attached to this Agreement and are incorporated into this Agreement as though set forth in full:

- Exhibit A      Legal Description of Property
- Exhibit A-1    Legal Description of Monte Vista Property
- Exhibit A-2    Legal Description of Trilogy/Legacy Property
- Exhibit B      Site Map
- Exhibit C      Template Agreement for Acquisition of Property Government Code Section 66462.5
- Exhibit D      DIF Schedule for Ten Years After Effective Date
- Exhibit E      Maintenance CFD Units of Benefit by Land Use
- Exhibit F      City Right of First Refusal Agreement for Planning Area 14
- Exhibit G      Consent and Subordination Agreement Richland Planned Communities, Inc.
- Exhibit H      Consent and Subordination Agreement Infinity Bank
- Exhibit I      Consent and Joinder Agreement of Trilogy Land Holdings, LLC, a Florida limited liability company and Legacy Land Partners, LLC, a Florida limited liability company
- Exhibit J      First Operating Memorandum

14.18 Counterpart Signature Pages. The Parties may execute this Agreement in counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such shall constitute one and the same Agreement.

14.19 Owners' Representations.

14.19.1 Canadian Pacific Land, LLC and RMD Inland Investors, LLC each warrant and represent that: (i) each is duly organized and existing; (ii) each is duly

authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Canadian Pacific Land, LLC and RMD Inland Investors, LLC are formally bound to the provisions of this Agreement; (iv) Canadian Pacific Land, LLC and RMD Inland Investors, LLC entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which either is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Canadian Pacific Land, LLC and RMD Inland Investors, LLC, or either, is aware that could prevent Canadian Pacific Land, LLC and RMD Inland Investors, LLC from entering into or performing their obligations set forth in this Agreement.

14.19.1 Monte Vista warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Monte Vista is formally bound to the provisions of this Agreement; (iv) Monte Vista's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Owners is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Monte Vista is aware that could prevent Monte Vista from entering into or performing its obligations set forth in this Agreement.

14.20 No Brokers. Each Party represents to the other Parties that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees that may accrue by means of this Agreement, and shall hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

14.21 Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section 4.2, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

14.22 Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising under this Agreement shall be governed and interpreted in accordance with the laws of the State of California. The Parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, this Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**“RICHLAND”**

**CANADIAN PACIFIC LAND, LLC, A  
FLORIDA LIMITED LIABILITY  
COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RMD INLAND INVESTORS, LLC, A  
DELAWARE LIMITED LIABILITY  
COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[NOTE: If the Owner is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation’s “Operational Group” (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Owner is a limited liability company, limited liability

partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**CALIFORNIA ACKNOWLEDGMENT**

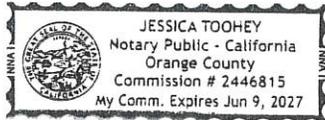
CIVIL CODE § 1189

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 Orange

On October 16, 2024 before me, Jessica Toohey, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared John C Troutman  
*Name(s) of Signer(s)*

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.

Place Notary Seal and/or Stamp Above

Signature Jessica Toohey  
*Signature of Notary Public*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**"MONTE VISTA"**

**MV AVALON LLC, a California limited liability company**

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

Name: STEVE LAWLIS

Title: MANAGER

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

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

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

[NOTE: If the Owner is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Owner is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

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.

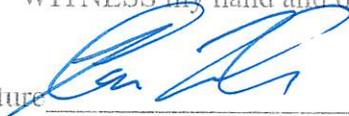
State of California )  
County of San Bernardino )

On October 17<sup>th</sup> 2024, before me, Andrew Aric Verdugo,  
(insert name and title of the officer)

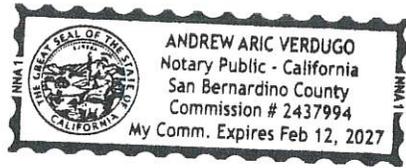
Notary Public, personally appeared Steve Landis,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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)



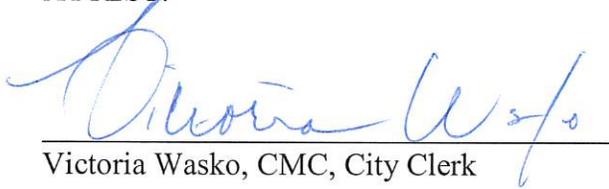
**“CITY”**

**CITY OF JURUPA VALLEY,  
a California municipal corporation**



\_\_\_\_\_  
Guillermo Silva  
Mayor

ATTEST:



\_\_\_\_\_  
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

By:   
\_\_\_\_\_  
Peter M. Thorson, City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

APNs: 175-080-010, 175-090-001, 176-090-002, 175-090-003, 175-090-004, 175-090-005, 175-100-003, 175-100-005, 175-100-006, 175-150-002, 175-160-001, 175-160-005, 175-160-007, 177-030-012, 177-030-014, 177-040-002, 177-040-003, 177-040-008, 175-080-021

Being in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as follows:

Being portions of Sections 3, and 4, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by Sectionized Survey of the Jurupa Rancho, as shown by map on file in Book 9, Page 33 of Maps, records of San Bernardino County, California, and Sections 9, and 10, Township 2 South, Range 5 West, San Bernardino Meridian, of the map of Block 1 Loma Alta Tract, as shown by map on file in Book 7, Page 3 of Records of Survey, records of Riverside County, California.

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF MONTE VISTA PROPERTY (PA 7)**

APN: 175-080-021

**PA 7 OF THE RIO VISTA SPECIFIC PLAN**

Being a portion of Tract 1 of map showing the ReSubdivision of a portion of the Lands formerly belonging to The A.C. Armstrong Estate as recorded in Book 6, Page 31 of Maps, in the Office of the Riverside County Recorder, in the City of Jurupa, County of Riverside, State of California, lying within the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 4, Township 2 South, Range 5 West, San Bernardino Meridian.

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF TRILOGY/LEGACY PROPERTY**

---

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF TRILOGY/LEGACY PROPERTY**

~~~~~  
PARCEL J:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGES 7 AND 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ANDALUSIA AVENUE, 280 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO WILLIAM DOBRY, ET AL, RECORDED DECEMBER 17, 1941 IN BOOK 525 PAGE 371 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND, 240 FEET TO THE SOUTHEASTERLY CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND, 140 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LAND, 240 FEET TO SAID SOUTHERLY LINE OF ANDALUSIA AVENUE;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF ANDALUSIA AVENUE, 224 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID SOUTHWESTERLY CORNER ALSO BEING THE WESTERLY TERMINUS OF ANDALUSIA AVENUE, AS SHOWN BY SAID LAST MENTIONED MAP; THENCE NORTH 0 DEGREES 00' 40" WEST ALONG THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO.2, A DISTANCE OF 25 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., A LIMITED PARTNERSHIP, RECORDED JUNE 27, 1961 AS INSTRUMENT NO. 54946 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LAST MENTIONED LAND THE FOLLOWING BEARINGS AND DISTANCES;

THENCE SOUTH 89 DEGREES 58' 30" WEST, 87.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH AN ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET;

THENCE SOUTH 14 DEGREES 28' 30" WEST, 140.22 FEET;

THENCE NORTH 65 DEGREES 16' 30" WEST, 658.70 FEET;

THENCE NORTH 72 DEGREES 23' 20" WEST, 91.65 FEET;

THENCE NORTH 10 DEGREES 29' 45" EAST, 160.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, SAID LAST MENTIONED BEARING BEING A RADIAL LINE TO SAID NON TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID NON TANGENT CURVE THROUGH AN ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET;

THENCE NORTH 19 DEGREES 29' 20" EAST, 594.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 19 DEGREES 30', AN ARC DISTANCE OF 159.96 FEET;

THENCE NORTH 0 DEGREES 00' 40" WEST, 660.00 FEET;

HENCE NORTH 15 DEGREES 08' 18" WEST, 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET;  
THENCE NORTH 0 DEGREES 00' 40" WEST, 264.38 FEET TO THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., SAID CORNER ALSO BEING IN THE NORTHERLY LINE OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 57' WEST ALONG THE NORTHERLY LINE OF SAID SECTION, 540.30 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION, 2847.36 FEET TO A POINT THEREIN DISTANT SOUTHERLY THEREON, 206.93 FEET FROM THE SOUTHWESTERLY CORNER OF THE NORTHWEST QUARTER OF SAID SECTION;  
THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 1561.38 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED TO IRVINE W. BIGGAR, RECORDED OCTOBER 30, 1925 IN BOOK 660 PAGE 106 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LAND, 206.93 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER;  
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 278.62 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS;  
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 499.66 FEET TO THE POINT OF BEGINNING.

APN: 175-150-002-3

APN: 175-100-006-2

APN: 175-100-005-1

PARCEL K:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT "A" OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 0 DEGREES 00' 40" WEST, ON THE WESTERLY BOUNDARY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 00' 40" WEST, ON SAID WESTERLY BOUNDARY OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, 787 FEET TO THE NORTHWESTERLY CORNER OF LOT THENCE NORTH 72 DEGREES 59' 30" EAST ON THE NORTHERLY LINE OF SAID LOT "F", 24.02 FEET TO THE SOUTHWESTERLY CORNER OF LOT 26 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;

THENCE NORTH 7 DEGREES 30' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 175.99 FEET;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 247.15 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WILLIAM D. HUNT AND WIFE BY DEED RECORDED APRIL 23, 1929, IN BOOK 804 PAGE 589 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89 DEGREES 57' WEST, ON THE SOUTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 210.78 FEET, TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 600 FEET TO THE NORTHWESTERLY CORNER THEREOF;

THENCE NORTH 89 DEGREES 57' EAST ON THE NORTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 435.60 FEET, TO THE NORTHEASTERLY CORNER THEREOF, SAID NORTHEASTERLY CORNER BEING THE POINT OF INTERSECTION OF THE CENTER LINE OF LOT "G" OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 36 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;  
THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT "G", 25 FEET TO THE NORTHWESTERLY CORNER THEREOF;  
THENCE NORTH 89 DEGREES 57' EAST, ON THE NORTHERLY LINE OF SAID LOT "G", 29.30 FEET TO THE SOUTHWESTERLY CORNER OF LOT 93 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2,  
THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT 93, 275 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID NORTHWESTERLY CORNER BEING A POINT ON THE NORTHERLY LINE OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 57' WEST ON THE NORTHERLY LINE OF SAID SECTION 3, 910 FEET;  
THENCE SOUTH 0 DEGREES 00' 40" EAST 264.38 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 44 DEGREES 36' 04" EAST;  
THENCE SOUTHERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 74 DEGREES 51' 42" EAST;  
THENCE SOUTH 15 DEGREES 08' 18" EAST, 70 FEET;  
THENCE SOUTH 0 DEGREES 00' 40" EAST, 660 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 89 DEGREES 59' 20" WEST;  
THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19 DEGREES 30' 00", AN ARC DISTANCE OF 159.96 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST; THENCE SOUTH 19 DEGREES 29' 20" WEST, 594.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST;  
THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 10 DEGREES 29' 45" EAST;  
THENCE SOUTH 10 DEGREES 29' 45" WEST, RADIAL TO LAST SAID MENTIONED CURVE, A DISTANCE OF 160 FEET;  
THENCE SOUTH 72 DEGREES 23' 20" EAST, 91.65 FEET;  
THENCE SOUTH 65 DEGREES 16' 30" EAST, 658.70 FEET;  
THENCE NORTH 14 DEGREES 28' 30" EAST, 140.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 14 DEGREES 28' 20" EAST;  
THENCE EASTERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET TO THE END THEREOF, AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 0 DEGREES 01' 30" WEST;  
THENCE NORTH 89 DEGREES 58' 30" EAST, 87.64 FEET TO THE TRUE POINT OF BEGINNING.

APN: 175-100-003-9



# EXHIBIT B SITE MAP



## II. SPECIFIC PLAN

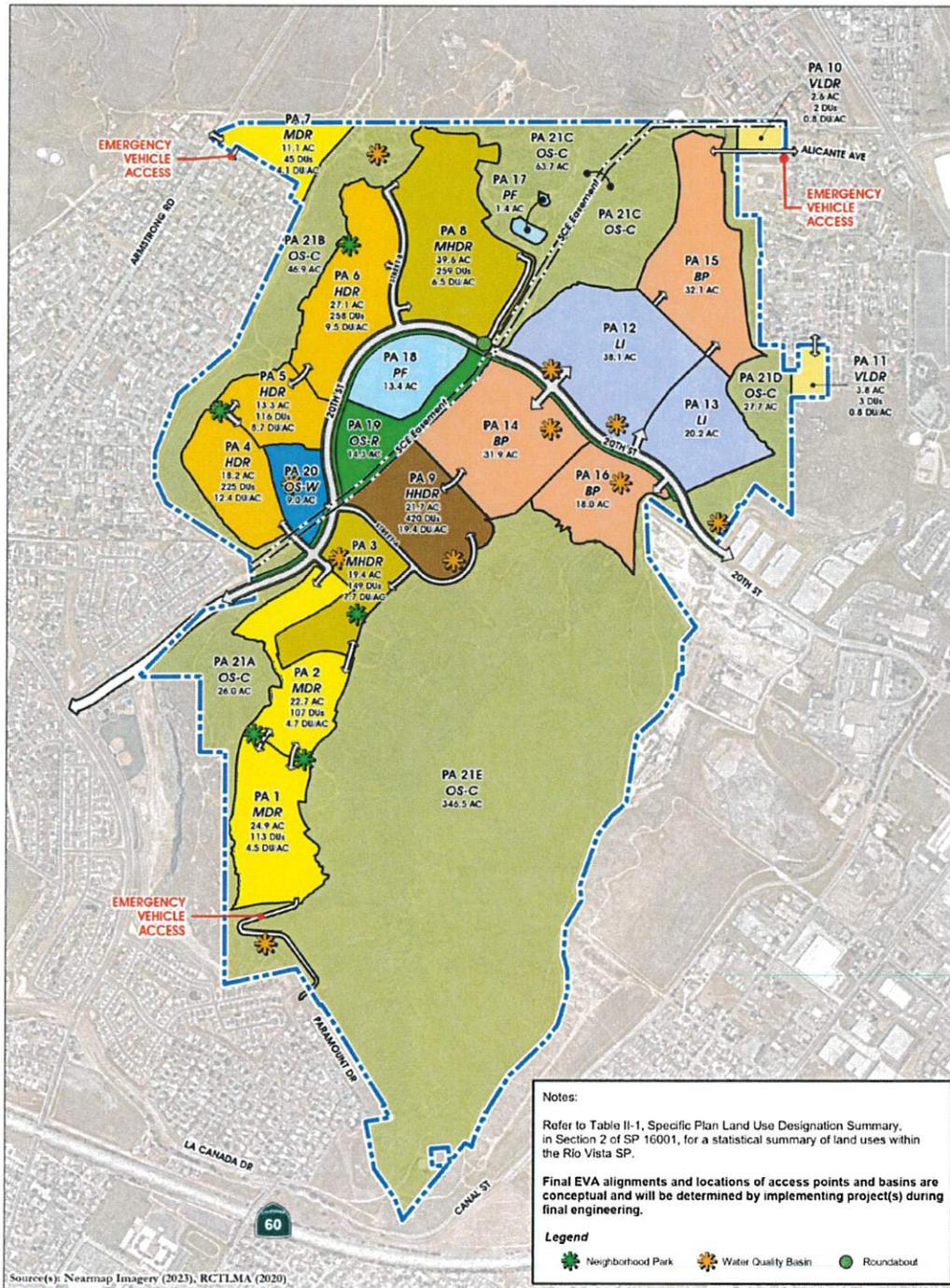


Figure II-1

## Land Use Plan

**EXHIBIT C**  
**TEMPLATE AGREEMENT FOR ACQUISITION OF PROPERTY**  
**GOVERNMENT CODE SECTION 66462.5**

**AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462.5**  
**( \_\_\_\_\_ PROJECT)**

**This Agreement** for acquisition of real property pursuant to Government Code section 66462.5 is made and entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ (“Owner” hereinafter) and the City of Jurupa Valley, a municipal corporation (“City” hereinafter). Owner and City are referred to jointly below as “parties.” In consideration of the In consideration of the recitals of facts and purposes, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree that this Agreement is made with respect to the following facts and purposes that each agrees to be true and correct.

A. On \_\_\_\_\_, the City Council adopted Ordinance No. 2024-\_\_\_\_ approving a Development Agreement between Owner and City for the Owner’s Project within the City (“Development Agreement”). All capitalized terms in this Agreement shall have the same definitions as described in the Development Agreement, including, without limitation, Property, Project, and Project Approvals.

B. To facilitate the orderly development of the Project through the Project Approvals on the Property the Owner will be required to construct certain Public Improvements. Satisfaction of such conditions of the Development Approvals, however, involves real property that is neither owned by Owner or City (the “Off-Site Property” hereinafter). A legal description and map depiction of the Off-Site Property required to satisfy the condition of approval is attached hereto as Exhibit 1, and incorporated herein by this reference as though set forth in full.

C. Pursuant to California Government Code section 66462.5 and Section 4.9 of the Development Agreement, when a condition of a subdivision map approval or a development agreement requires the installation or construction of improvements on Off-Site Property not owned or controlled by the Owner, and title cannot be obtained by negotiated purchase, a city is required to commence proceedings to acquire Off-Site Property by eminent domain or such off-site improvement conditions will be waived. Pursuant to said section 66462.5, a city and an Owner may enter into an agreement to allocate the costs and responsibilities for acquisition of such Off-Site Property.

D. Owner has recorded or intends to record Tract Map No. \_\_\_\_\_ and, under a separate subdivision improvement agreement, has agreed (and posted security) to undertake and complete all required public improvements set forth in \_\_\_\_\_, including \_\_\_\_\_ said Off-Site Property, following recordation of Tract Map No. \_\_\_\_\_.

E. City has been provided credible evidence that Owner has made a good faith effort to acquire the Off-Site Property but has been unable to do so by negotiated purchase;

F. California Government Code Section 40404 and California Code of Civil Procedure Sections 1230.010 et seq. authorizes City to acquire by eminent domain any and all property necessary for \_\_\_\_\_ purposes;

G. The City must comply with Relocation Assistance Act, Government Code Sections 7260 et seq., and the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and their implementing regulations, in acquiring property for public improvements ("Public Land Acquisition Statutes").

H. To facilitate the satisfaction of the condition of approval, City and Owner now mutually desire to enter into this Agreement under Government Code Section 66462.5 concerning acquisition of the Off-Site Property and to allocate responsibility between the respective parties; and

I. This Agreement is solely made in furtherance of the authority granted under Government Code Section 66462.5 and Section 4.9 of the Development Agreement. The parties recognize that City cannot exercise its power of eminent domain until all legally required preconditions under the Land Acquisition Statutes, including a Resolution of Necessity have been lawfully adopted by the City Council of the City pursuant to law. This Agreement is neither a commitment nor an announcement of an intent by City to acquire any or all of the Off-Site Property that may be identified in this Agreement. In the event City elects to commence an action after the required public hearing on the Resolution of Necessity, then City shall cause the eminent domain action for the acquisition of the specified interest or interests (whether fee, leasehold or otherwise) in and to the Off-Site Property to be filed and expeditiously processed to completion by and through the use of City's power of eminent domain.

2. **City Acquisition of Off-Site Property.** Subject to Owner's timely and continuous performance of all elements of this Agreement and the Development Agreement, City shall cause an action pursuant to the Land Acquisition Statutes to be pursued to completion for the acquisition of the Off-Site Property using legal counsel and consultants of City's reasonable selection. Owner agrees City's selected legal counsel is not representing Owner in any capacity and further that Owner is not a third party beneficiary under the engagement agreement between City and City's selected legal counsel.

3. **Owner Responsible for All Costs of Acquisition.** Owner shall be solely responsible for all Off-Site Property acquisition costs, which shall include, but not be limited to, the costs of title reports and/or litigation guarantees, litigation expenses, court costs, attorneys' fees, deposits necessary to take immediate possession of any such interest, deposits reflecting verdicts as to the value of any such interest necessary to obtain any final order or orders of condemnation, any sum paid as and for a settlement of any suit filed by City pursuant to this Agreement, payments for land and improvements on the land, severance damages, fixtures and equipment payments, payments for loss of business goodwill, relocation benefits, precondemnation damages, relocation expenses, abandonment damages, Off-Site Property owners' statutory costs and litigation expenses authorized by the Eminent Domain Law, codified as Code of Civil Procedure Section 1230.010, et seq. (Eminent Domain Law), Public Land Acquisition Statutes and any and all fees, costs and expenses arising from or related to any of the foregoing items, actions, and proceedings. No settlement of an action brought by City to acquire Off-Site Property or arising

from City's action(s) shall be effective without Owner first providing its written approval thereof to City, which approval shall not be unreasonably withheld.

4. **Limitations on City's Ability to Acquire Off-Site Property; Time Waiver.** The parties hereto recognize that if the City Council, in its discretion, adopts a Resolution of Necessity and authorizes the filing of an eminent domain proceeding, the City may not be able to obtain the fee title to the Property within the time set forth in Government Code section 66462.5 and in recognition of this potential circumstance the parties hereby waive the time requirements for action by the City set forth in Government Code Section 66462.5.

5. **Deposit of Costs.** Concurrently with the execution of this Agreement by City, Owner shall deliver to City the sum of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_ .00). City agrees to deposit said sum in a separate City account ("Acquisition Fund") and to use the principal sum, and any interest earned thereon, in furtherance of satisfying the costs specified in this Agreement, other than the unsatisfied costs identified in this paragraph.

A. City shall, on a monthly basis, or as often as City deems necessary, provide Owner with an accounting of disbursements from the Acquisition Fund established pursuant to paragraph 5, above. In the event disbursements reduce the balance of the fund to Five Thousand Dollars (\$5,000.00) or less, Owner, five (5) business days following a written request of City, shall deliver to City such additional monies as are necessary to maintain the balance in the Acquisition Fund at \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_ .00).

B. In addition to its deposits to the Acquisition Fund, Owner agrees to deliver to City, promptly upon demand by City, the entire amount City determines is required by the Eminent Domain Law ("Deposit Amount"), which amount City will deposit under Code of Civil Procedure sections 1255.010, et seq. if City and Owner agree that City should seek prejudgment possession of the Off-Site Property. If the City's expert valuation witness determines at the date of exchange of valuation data under Code of Civil Procedure section 1258.220 that the fair market value of the Off-Site Property is higher than the Deposit Amount, Owner shall deliver this additional amount to City upon five (5) business days written notice by City or as ordered by any court of competent jurisdiction. City shall promptly deposit this additional amount with the Court.

C. If for any reason Owner fails to maintain the Acquisition Fund balance referenced in this paragraph, or fails to provide the monies as required by this paragraph, City may utilize and draw down all or any portion of the improvement security deposited pursuant to the separate subdivision improvement agreement to pay any of the costs and expenses referenced herein for acquisition of the Off-Site Property. City shall not commence any activity under or in furtherance of this Agreement until Owner provides City and City agrees with and approves a written acknowledgment from both the Owner and the person, firm, or entity who has provided the referenced security that: (i) the City may make demand on the security for the purposes described in this Agreement; (ii) the surety will promptly pay such monies to City upon City's demand and (iii) the amount of the security deposit is adequate to fund both the anticipated physical improvements under the map and the anticipated costs of acquisition pursuant to this Agreement.

D. When any eminent domain action which was commenced pursuant to this Agreement is concluded, City shall remit to Owner the balance of the Acquisition Fund within sixty (60) days after full payment of just compensation, costs and all applicable litigation expenses have been made to Off-Site Property owners. Additionally, City shall expeditiously withdraw any funds remaining on deposit with the Court and disburse the same to Owner once a final order of condemnation or a dismissal of the eminent domain action is entered by the Court.

6. **Owner Acquisition of Property.** If Owner should independently acquire all or any portion of the Off-Site Property by negotiated purchase after an eminent domain action is filed by the City, Owner shall immediately notify City of the acquisition. After Owner obtains fee title to the subject interest City shall move to abandon all or any unnecessary part of the action relating to the property acquired by negotiation. If a complete or partial abandonment is filed, Owner shall bear any and all costs, expenses and/or damages related thereto, including, but not limited to, any condemnee's recoverable costs and/or recoverable attorneys' fees pursuant to Code of Civil Procedure Section 1268.610, et seq.

7. **General.**

A. Notices. Any and all notices, requests or other communications required or permitted to be given under this Agreement or by reason of this Agreement shall be in writing and shall be deemed to have been given when: (i) delivered in person or by courier or overnight delivery service; or (ii) five (5) business days after mailing, by certified or registered mail, return receipt requested, to the parties at the following addresses or any such other address or addresses as the parties may, from time to time, designate in writing in the manner herein specified:

City: City OF JURUPA VALLEY  
8930 Limonite Avenue  
Jurupa Valley, CA 92589  
Attention: City Manager

With a copy to: RICHARDS, WATSON & GERSHON  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071-3101  
Attention: Mr. Peter M. Thorson, City Attorney

Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

B. Further Cooperation. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items,

or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere or prohibit or make more onerous or difficult the performance of the other party hereto under this Agreement.

C. Amendment. No amendment to this Agreement shall be effective unless first provided in writing and executed by the parties hereto.

D. No Agency or Joint Venture. The terms and provisions of this Agreement shall not cause the parties hereto or any of each parties' agents, consultants, contractors or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge or expense of the other party to this Agreement.

E. Time of Essence. Time is expressly made of the essence of each and every provision of this Agreement.

F. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.

G. Remedies. No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

H. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.

**IN WITNESS WHEREOF**, the parties hereof have executed and entered into this Agreement as of the date set forth above.

**Owner**

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

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

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

**OWNER'S SIGNATURES**

[NOTE: If the Owner is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Owner is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**EXHIBIT 1**

**LEGAL DESCRIPTION AND MAP DEPICTION OF THE OFF-SITE PROPERTY**

**EXHIBIT D**

**CITY DEVELOPMENT IMPACT FEE SCHEDULE FOR TEN YEARS FOLLOWING  
EFFECTIVE DATE OF DEVELOPMENT AGREEMENT**

[Does not include TUMF or MSHCP Fees]

Last Updated: 3-22-2021  
Effective as of: 7-1-2024

**DEVELOPMENT IMPACT FEE SCHEDULE ESTABLISHED BY CITY COUNCIL  
RESOLUTION NO. 2021-02 AND INCLUDING ANNUAL COST OF LIVING  
INCREASES PURSUANT TO SECTION 5 OF RESOLUTION NO. 2021-02 EFFECTIVE  
JULY 1, 2024**

**Schedule 2.1**

City of Jurupa Valley  
General Plan Build-out Costs

Summary of Development Impact Fees By Type of Fee (continued on next page)  
(Costs/Fees per Residential Type Dwelling Unit, or Business Type Square Foot)

| Land-use Category                                                | Fire Protection Facilities | Circulation System Facilities | General Government Facilities | Library Collection and Computers | Park Facilities Improvements | Development Impact Fee Total Per Unit or Square Feet |
|------------------------------------------------------------------|----------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------|------------------------------------------------------|
|                                                                  | Schedule 3.2               | Schedule 4.2                  | Schedule 5.2                  | Schedule 6.1                     | Schedule 7.1                 |                                                      |
| <b>Calculated Development Impact Costs</b>                       |                            |                               |                               |                                  |                              |                                                      |
| Low Density Detached Dwellings                                   | \$672                      | \$3,134                       | \$141                         | \$130                            | \$1,423                      | \$5,500 per Unit                                     |
| Medium Density Detached Dwellings                                | \$672                      | \$3,134                       | \$141                         | \$130                            | \$1,423                      | \$5,500 per Unit                                     |
| Attached Dwellings                                               | \$405                      | \$1,693                       | \$141                         | \$88                             | \$965                        | \$3,292 per Unit                                     |
| Mobile Home Dwelling Units                                       | \$955                      | \$1,568                       | \$141                         | \$97                             | \$1,062                      | \$3,823 per Unit                                     |
| Commercial Lodging Units                                         | \$425                      | \$1,654                       | \$27                          | No Fee                           | No Fee                       | \$2,106 per Unit                                     |
| Retail/Service/Office Uses Square Feet                           | \$0.134                    | \$5.061                       | \$0.022                       | No Fee                           | No Fee                       | \$5.217 per S.F.                                     |
| Business Park Square Feet                                        | \$0.381                    | \$3.886                       | \$0.022                       | No Fee                           | No Fee                       | \$4.289 per S.F.                                     |
| Industrial Uses Square Feet                                      | \$0.036                    | \$1.656                       | \$0.022                       | No Fee                           | No Fee                       | \$1.714 per S.F.                                     |
| <b>Potential Collection with Recommended Impact Fee Schedule</b> |                            |                               |                               |                                  |                              |                                                      |
| Low Density Detached Dwellings                                   | \$710,976                  | \$3,315,772                   | \$149,178                     | \$137,540                        | \$1,505,534                  | \$5,819,000                                          |
| Medium Density Detached Dwellings                                | \$4,598,496                | \$21,445,962                  | \$964,863                     | \$889,590                        | \$9,737,589                  | \$37,636,500                                         |
| Attached Dwellings                                               | \$863,865                  | \$3,611,169                   | \$300,753                     | \$187,704                        | \$2,058,345                  | \$7,021,836                                          |
| Mobile Home Dwelling Units                                       | \$13,370                   | \$21,952                      | \$1,974                       | \$1,358                          | \$14,868                     | \$53,522                                             |
| Commercial Lodging Units                                         | \$310,250                  | \$1,207,420                   | \$19,710                      | No Fee                           | No Fee                       | \$1,537,380                                          |
| Retail/Service/Office Uses Square Feet                           | \$697,099                  | \$26,328,483                  | \$114,449                     | No Fee                           | No Fee                       | \$27,140,031                                         |
| Business Park Square Feet                                        | \$3,073,978                | \$31,352,963                  | \$177,500                     | No Fee                           | No Fee                       | \$34,604,441                                         |
| Industrial Uses Square Feet                                      | \$488,137                  | \$22,454,295                  | \$298,306                     | No Fee                           | No Fee                       | \$23,240,738                                         |
| <b>Total Potential Collection</b>                                | <b>\$10,756,171</b>        | <b>\$109,738,016</b>          | <b>\$2,026,733</b>            | <b>\$1,216,192</b>               | <b>\$13,316,336</b>          | <b>\$137,053,448</b>                                 |
| Potential DIF Receipts                                           | \$10,756,171               | \$109,738,016                 | \$2,026,733                   | \$1,216,192                      | \$13,316,336                 | \$137,053,448                                        |
| Less: DIF Fund Balance                                           | \$2,438,582                | \$1,381,388                   | \$2,727,035                   | \$332,236                        | \$67,795                     | \$6,947,036                                          |
| Less: Other Resources                                            | \$0                        | \$617,978,711                 | \$0                           | \$0                              | \$0                          | \$617,978,711                                        |
| <b>Financial Resources Total</b>                                 | <b>\$13,194,753</b>        | <b>\$798,098,115</b>          | <b>\$4,753,768</b>            | <b>\$1,548,428</b>               | <b>\$13,384,131</b>          | <b>\$761,979,195</b>                                 |
| <b>Required Capital Total</b>                                    | <b>\$20,128,226</b>        | <b>\$798,294,703</b>          | <b>\$4,749,378</b>            | <b>\$1,546,930</b>               | <b>\$13,384,740</b>          | <b>\$838,103,977</b>                                 |
| <b>Over or (Under) Collection</b>                                | <b>-\$6,933,473</b>        | <b>-\$69,196,588</b>          | <b>\$4,390</b>                | <b>\$1,498</b>                   | <b>-\$609</b>                | <b>(\$76,124,782)</b>                                |

**EXHIBIT E**

**MAINTENANCE CFD UNITS OF BENEFIT BY LAND USE**

| <b>Land Use Type (per Development Agreement)</b> | <b>Benefit Unit(s)</b>   |
|--------------------------------------------------|--------------------------|
| Single Family Residential Property               | One (1) Per Unit         |
| Multifamily Residential Property- Medium Density | Six tenths (0.6) / Unit  |
| Multifamily Residential Property- High Density   | Four tenths (0.4) / Unit |
| Business Park Property                           | Five (5) / Acre          |
| Commercial Retail Property                       | Five (5) / Acre          |
| Commercial Other Property                        | Five (5) / Acre          |
| Light Industrial Property                        | Two (2) / Acre           |
| Heavy Industrial Property                        | Two (2) / Acre           |
| Other Non-Residential Property                   | Three (3) / Acre         |

This Exhibit sets forth the units of benefit by land use type ("Land Use Type") which will be used to determine the special tax for maintenance based on the City Public Improvements to be maintained by the City and the size and components of those improvements ("Benefit Units"). Pursuant to Section 6.5.2, parcels of Taxable Property (as defined in the Rate and Method of Apportionment for such maintenance CFD) shall be assigned the appropriate Benefit Unit(s) contained in the Table above based upon each Parcel's assignment to the appropriate Land Use Type. The cost per Benefit Unit shall be calculated based upon the total budget for required maintenance (including but not limited to actual costs, reserves, contingency, administration, and County fees), divided by the total number of Benefit Units for Taxable Property. The Special Tax shall be levied upon and collected from each such Parcel for each fiscal year based on the Benefit Units which are assigned to the parcel as a result of its assignment to the appropriate Land Use Type.

**EXHIBIT F**

**CITY RIGHT OF FIRST REFUSAL AGREEMENT FOR PLANNING AREA 14**

RECORDING REQUESTED BY:

City of Jurupa Valley,  
a municipal corporation

AND WHEN RECORDED RETURN TO:

City of Jurupa Valley  
Attention: Office of the City Clerk  
8930 Limonite Avenue  
Jurupa Valley, California 92509

*[SPACE ABOVE FOR RECORDER'S USE ONLY]*

Assessor's Parcel Number \_\_\_\_\_ [ ] Portion

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

...Computed on the consideration or value of property conveyed; OR  
...Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

**This Agreement is recorded for the benefit of the City of Jurupa Valley and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.**

**RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, REGARDING PLANNING AREA 14 (APN \_\_\_\_\_)**

This RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, REGARDING PLANNING AREA 14 (APN \_\_\_\_\_) ("Agreement") is made by and between the CITY OF JURUPA VALLEY, a California municipal corporation and general law City existing under the Constitution of the State of

California (“City”), Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest (collectively, “Owner”). City and Owner are sometimes collectively referred to below as the Parties. This Agreement is effective on the date that it is fully executed by the Parties (Effective Date).

## RECITALS

1. On \_\_\_\_\_, 2024 the City Council of the City of Jurupa Valley adopted Ordinance No. 2024-\_\_\_\_\_ approving that certain development agreement entitled Development Agreement by and Between the City of Jurupa Valley, Richland Planned Communities, Inc., a California corporation and MV Avalon, LLC, a California limited liability company dated as of \_\_\_\_\_, 2024 (“Development Agreement”).

2. The property that is the subject of the Development Agreement consists of approximately 917.3 acres of property described on Exhibit “A” and depicted on Exhibit “B” to the Development Agreement (“Developer Property”).

3. The Development Agreement was recorded on \_\_\_\_\_, 2024 as Document No. 2024-\_\_\_\_\_ in the Official Records of the County of Riverside.

4. Pursuant to Section 5.10 of the Development Agreement, the Parties agreed that the City shall have the right of first refusal to purchase the land described as Planning Area 14 as shown on the Project Approvals described in the Development Agreement. The real property described as Planning Area 14 is described more particularly on EXHIBIT “A” and roughly depicted on EXHIBIT “B” (“Planning Area 14”), which are attached hereto and incorporated herein by this reference. Planning Area 14 includes all of the interests of Owner in and to Planning Area 14, and any and all rights and appurtenances pertaining to said real property, including any improvements and landscaping, all rights, title, interest of Owner in and to adjacent streets, alleys or rights of way.

**NOW, THEREFORE**, in consideration of the above Recitals, the obligations set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner mutually agree as follows:

## AGREEMENT

### ARTICLE 1. RIGHT OF FIRST REFUSAL.

1.1 Recitals. All the above recitals are true and correct and are incorporated herein by this reference.

1.2 Grant of Right of First Refusal for Purchase of Planning Area 14 and Consideration. In consideration of the terms set forth in the Development Agreement and monetary consideration in the amount of \$1.00 (One Dollar), the City shall have the right of first refusal for the purchase of Planning Area 14 pursuant to the terms and conditions of this Agreement.

## ARTICLE 2. EXERCISE OF RIGHT OF FIRST REFUSAL.

2.1 Right of First Refusal. If Owner determines, in its sole discretion, to sell all of Planning Area 14 (or a portion of Planning Area 14 in the event it is subdivided and sold as lots), prior to consummating a proposed sale of Planning Area 14 or listing Planning Area 14 for sale on the open market, Owner will provide to City a right to purchase Planning Area 14 on and subject to the terms of this Agreement.

2.2 Notice of Proposed Sale. Prior to consummating a proposed sale of Planning Area 14 or listing Planning Area 14 for sale on the open market, Owner will provide to City a written notice of proposed sale ("Notice of Proposed Sale") to notify City of Owner's intent to sell Planning Area 14. The Notice of Proposed Sale will set forth the proposed purchase price for Planning Area 14 and any other material economic terms of the proposed sale (collectively "Basic Sale Terms").

2.3 City Election to Purchase Planning Area 14. City shall have forty-five (45) calendar days ("Election Period") after receiving the Notice of Proposed Sale to elect to purchase Planning Area 14. City shall make said election by giving written notice to Owner within the Election Period. If City elects not to purchase Planning Area 14, then City will provide written notice to Owner of its decision not to purchase Planning Area 14 promptly following said determination not to purchase Planning Area 14.

(a) *Failure of City to Provide Notice During Election Period.* If City fails to deliver written notice to Owner of City's election to purchase Planning Area 14 during the Election Period, said failure to provide notice will be deemed a determination that City elected not to purchase Planning Area 14 and Owner may proceed with the sale of Planning Area 14 to third parties.

(b) *Procedures if City Elects to Purchase Planning Area 14.* If City makes the election to purchase Planning Area 14 during the Election Period, then said written election shall be deemed to create a contract between City and Owner pursuant to which the Parties will enter into a Purchase and Sale Agreement that contains the Basic Sale Terms or such sale terms negotiated between the Parties during the Election Period or such additional period agreed to by the Parties in writing. In such case, City and Owner shall promptly and in good faith enter into a purchase and sale agreement incorporating the terms agreed to for the sale of Planning Area 14 to the City. If City makes the election to purchase Planning Area 14 but the closing pursuant to a Purchase and Sale Agreement fails due to City's default, then without limitation on the Owner's rights and remedies (including specific performance), City's rights under this Agreement will be permanently lost.

2.4 City Manager Authorization. The City Manager is authorized to give notice of the City's intent to purchase Planning Area 14, provided, however, that such notice does not obligate the City to purchase Planning Area 14 unless and until the City Council approves the purchase of Planning Area 14.

## ARTICLE 3. TERM OF AGREEMENT.

3.1 Term of Agreement. The term of the Right of First Refusal shall commence on the date on which the Parties have fully-executed this Agreement (“Execution Date”) and continue until five (5) years after this date, unless sooner terminated in accordance with the terms of this Agreement.

**ARTICLE 4. RUN WITH THE LAND AND MEMORANDUM OF RIGHT OF FIRST REFUSAL.**

4.1 The right of first refusal to purchase Planning Area 14 shall run with the land and shall bind and inure to the benefit of the respective successors and assigns of Owner and City.

4.2 The Parties agree that the City may record against Planning Area 14 a Memorandum of Right of First Refusal in the form attached as EXHIBIT “C” hereto.

**ARTICLE 5. NOTICES.**

5.1 All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one business day following deposit with an overnight carrier service.

CITY: City of Jurupa Valley  
Attention: City Manager  
8930 Limonite Avenue  
Jurupa Valley, California 92509

COPY TO: Richards, Watson & Gershon  
Attention: Peter M. Thorson, City Attorney  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071

To Owner: CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
C/O Richland Planned Communities, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Brian Hardy

With a copy to: Rutan & Tucker  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Alan B. Fenstermacher

**ARTICLE 6. MISCELLANEOUS.**

6.1 Amendments. Any amendments to this Agreement will be effective only when duly executed by both Parties.

6.2 Further Documents. Each party will, wherever and as often as it is requested by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents, including further escrow instructions, as may reasonably be necessary in order to carry out the intent and purpose of this Agreement.

6.3 Applicable Law. This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.

6.4 Successors and Assigns; Agreement to Run with the Land of Planning Area 14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto. The City and Owner agreed that this Agreement shall be recorded against Planning Area 14 to provide notice of the City's right of first refusal. The right of first refusal regarding Planning Area 14 shall run with the land and shall bind and inure to the benefit of the respective successors and assigns of Owner and City.

6.5 Time of Essence. The Parties acknowledge that time is of the essence in this Agreement.

6.6 Counterparts. This Purchase Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Owner will provide an original executed of this Agreement to the City.

6.7 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

6.8 Interpretation and Construction. Each party has reviewed this Agreement and each has had the opportunity to have its respective counsel and real estate advisors review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6.9 Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other party.

6.10 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

6.11 Exhibits. The exhibits and schedules attached hereto are incorporated in this Purchase Agreement by reference herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

**OWNER**

**CANADIAN PACIFIC LAND, LLC, A  
FLORIDA LIMITED LIABILITY  
COMPANY**

Dated: \_\_\_\_\_, 2024

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

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

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

**RMD INLAND INVESTORS, LLC, A  
DELAWARE LIMITED LIABILITY  
COMPANY**

Dated: \_\_\_\_\_, 2024

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

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

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

**BUYER**

**CITY OF JURUPA VALLEY,  
a California municipal corporation**

Dated: \_\_\_\_\_, 2024

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

Name: Rod Butler

Title: City Manager

ATTEST:

\_\_\_\_\_  
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

Richards, Watson & Gershon

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

Peter M. Thorson, City Attorney

[NOTE: If the Owner is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Owner is a limited liability company, limited liability

partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**EXHIBIT "A" TO RIGHT OF FIRST REFUSAL AGREEMENT**

**Legal description of Planning Area 14**

---

**EXHIBIT "B" TO RIGHT OF FIRST REFUSAL AGREEMENT**

**DEPICTION OF PLANNING AREA 14**

EXHIBIT F-B

-1-

**EXHIBIT G**  
**CONSENT AND SUBORDINATION AGREEMENT**  
**RICHLAND PLANNED COMMUNITIES, INC.**

EXHIBIT F-B

-1-

**RICHLAND PLANNED COMMUNITIES, INC., CONSENT AND SUBORDINATION TO THE “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” DATED AS OF SEPTEMBER 5, 2024**

**INFINITY BANK**

1. Richland Planned Communities, Inc., a California corporation (“Optionee”) holds an unrecorded option to purchase the Property of Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest (“Owners”) as described in the “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” DATED AS OF SEPTEMBER 5, 2024 (“Development Agreement”) and legally described in Exhibit A-1 of the Development Agreement (“Property”).

2. Optionee acknowledges and agrees that the Development Agreement is an integral part of the Owners’ land use entitlements for the Property and provides significant benefits to the Owners and to the Property.

3. In consideration of the rights and benefits conferred upon the Owners by the land use entitlements issued for the Property and the Development Agreement and in recognition of the accrual of those benefits to the Optionee in the event Optionee takes possession of the Property, Optionee hereby consents to the Development Agreement and its recordation against the Property and further agrees that Optionee’s interests in the Property are subject to, and made subordinate to, the rights and interests of the City as set forth in the Development Agreement, as approved or as may hereafter be amended pursuant to Section 3.4 of the Development Agreement or as the Development Agreement may be changed, adjusted, or clarified pursuant to an Operating Memorandum pursuant to Section 3.4.4 of the Development Agreement.

4. The City agrees to provide notice of any default by Owners of the Development Agreement to Optionee at the following address, pursuant to Section 11 of the Development Agreement:

Richland Planned Communities, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Brian Hardy

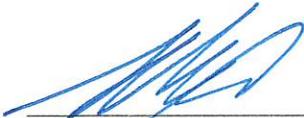
5. An original of this Consent and Subordination shall be attached to the Development Agreement and recorded therewith.

*Signatures on Following Page*

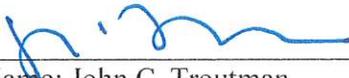
IN WITNESS WHEREOF the Optionee has executed this Consent and Subordination as of \_\_\_\_\_, 2024.

**OPTIONEE**

**RICHLAND PLANNED COMMUNITIES, INC., A CALIFORNIA CORPORATION**



\_\_\_\_\_  
Name: Mike Byer  
Title: Vice President



\_\_\_\_\_  
Name: John C. Troutman  
Title: Vice President/Assistant Secretary

[NOTE: If the Optionee is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Optionee is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 Orange

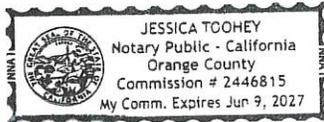
On October 23, 2024 before me, Jessica Toohey, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Mike Byer  
*Name(s) of Signer(s)*

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.



Place Notary Seal and/or Stamp Above

Signature Jessica Toohey  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 Orange

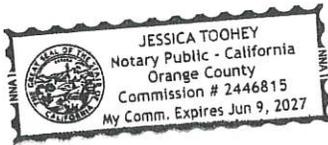
On October 23, 2024 before me, Jessica Toohey, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John C Troutman  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Jessica Toohey  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT H**  
**CONSENT AND SUBORDINATION AGREEMENT**  
**INFINITY BANK**

**INFINITY BANK'S CONSENT AND SUBORDINATION TO THE  
"DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA  
VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY  
COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED  
LIABILITY COMPANY" DATED AS OF SEPTEMBER 5, 2024**

1. Infinity Bank, a California Corporation ("Lender") holds a security interest in the Property of MV Avalon, LLC, an California limited liability company ("Owner") as described in the "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY" DATED AS OF SEPTEMBER 5, 2024 ("Development Agreement") and legally described in Exhibit A-1 of the Development Agreement ("Property"). Lender's security interest is recorded as Document No. 2024-0287119 in the Official Records of Riverside County.

2. Lender acknowledges that the Development Agreement is an integral part of the Owner's land use entitlements for the Property and provides significant benefits to the Owner and to the Property.

3. In consideration of the rights and benefits conferred upon the Owner by the land use entitlements issued for the Property and the Development Agreement and in recognition of the accrual of those benefits to the Lender in the event Lender takes possession of the Property, Lender hereby consents to the Development Agreement and its recordation against the Property and further agrees that Lender's interests in the Property are subject to, and made subordinate to, the rights and interests of the City as set forth in the Development Agreement, as approved or as may hereafter be amended pursuant to Section 3.4 of the Development Agreement or as the Development Agreement may be changed, adjusted, or clarified pursuant to an Operating Memorandum pursuant to Section 3.4.4 of the Development Agreement.

4. The City agrees to provide notice of any default by Owner of the Development Agreement to Lender at the following address, pursuant to Section 11 of the Development Agreement:

Infinity Bank  
6 Hutton Center Drive, Suite 100  
Santa Ana, CA 92707

5. An original of this Consent and Subordination shall be attached to the Development Agreement and recorded therewith.

*Signatures on Following Page*

**IN WITNESS WHEREOF** the Lender has executed this Consent and Subordination as of September 24, 2024.

**LENDER**

**INFINITY BANK, A CALIFORNIA CORPORATION**



\_\_\_\_\_  
Name: Victor Guerrero  
Title: President and COO



\_\_\_\_\_  
Name: Allison Duncan  
Title: EVP/Chief Financial Officer

[**NOTE:** If the Lender is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation’s “Operational Group” (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Lender is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

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 Orange )

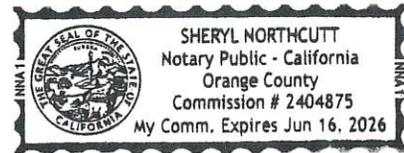
On October 30, 2024, before me, Sheryl Northcutt, Notary Public, personally appeared Victor Guerrero and Allison Duncan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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 Sheryl Northcutt

(Seal)



**EXHIBIT I**

**CONSENT AND JOINDER AGREEMENT OF TRILOGY LAND  
HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND  
LEGACY LAND PARTNERS, LLC, A FLORIDA LIMITED LIABILITY  
COMPANY**

EXHIBIT F-B

-3-

**CONSENT AND JOINDER OF TRILOGY LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND LEGACY LAND PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO THE “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” WHICH DEVELOPMENT AGREEMENT IS DATED AS OF SEPTEMBER 5, 2024**

1. The City of Jurupa Valley, Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest, and MV Avalon, LLC, a California limited liability company entered into that certain “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” DATED AS OF SEPTEMBER 5, 2024 for the Rio Vista Specific Plan Project (“Development Agreement”).

2. Canadian Pacific Land, LLC, RMD Inland Investors, LLC, Trilogy Land Holdings, LLC, and Legacy Land Partners, LLC, are the owners of the land described in Section 2.19.3 of the Development Agreement as the “Richland Property” except for the “Trilogy/Legacy Property” (defined below).

3. Trilogy Land Holdings, LLC, a Florida limited liability company (“Trilogy”), and Legacy Land Partners, LLC, a Florida limited liability company (“Legacy”), each as to an undivided 50% interest, as tenants in common, are the owners of that certain real property described in Exhibit A to this Consent and Subordination Agreement (“Trilogy/Legacy Property”) which is part of the Richland Property subject to the Development Agreement. Trilogy and Legacy were not, however, named as parties to the Development Agreement.

4. Richland Planned Communities, Inc., Trilogy, Legacy, Canadian Pacific Land, LLC, and RMD Inland Investors, LLC are all affiliates.

5. Trilogy and Legacy each acknowledges and agrees that the Development Agreement, including the “Project Approvals” described in Section 2.21 of the Development Agreement, is an integral part the land use entitlements for the Trilogy/Legacy Property and provide significant benefits to Trilogy and Legacy and to the Trilogy/Legacy Property.

6. In consideration of the rights and benefits conferred upon Trilogy and Legacy by the Project Approvals issued for the Trilogy/Legacy Property and the Development Agreement, Trilogy and Legacy each hereby consents to the Development Agreement and its recordation against the Trilogy/Legacy Property and further agree that Trilogy and Legacy’s interests in the Trilogy/Legacy Property are subject to the rights and interests of the City as set forth in the Development Agreement, as approved or as may hereafter be amended pursuant to Section 3.4 of the Development Agreement or as the Development Agreement may be changed, adjusted, or clarified pursuant to an Operating Memorandum pursuant to Section 3.4.4 of the Development Agreement.

7. The City agrees to provide notice of any default by Owners of the Development Agreement to

Trilogy and Legacy at the following address, pursuant to Section 11 of the Development Agreement:

Trilogy Land Holdings, LLC, a Florida limited liability company  
Legacy Land Partners, LLC, a Florida limited liability company  
c/o Richland Planned Communities, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Brian Hardy

5. An original of this Consent and Joinder shall be attached to the Development Agreement and recorded therewith.

*Signatures on Following Page*

**IN WITNESS WHEREOF**, Trilogy and Legacy have each executed this Consent and Subordination as of \_\_\_\_\_, 2024.

**TRILOGY**  
**TRILOGY LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

**LEGACY**

**LEGACY LAND PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

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

Name: John C. Troutman

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

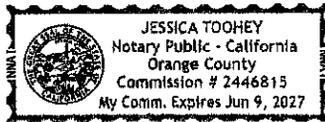
State of California )
County of Orange ) ss.

On 10-9-2024 before me, Notary Public Jessica Toohey, personally appeared John C Troutman

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: Jessica Toohey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Document Date: September 30, 2024

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange ) ss.

On 10-9-2024 before me, Notary Public Jessica Toohey, personally appeared John C Troutman

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: Jessica Toohey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Document Date: September 30, 2024

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF TRILOGY/LEGACY PROPERTY**

~~~~~  
PARCEL J:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGES 7 AND 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ANDALUSIA AVENUE, 280 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO WILLIAM DOBRY, ET AL, RECORDED DECEMBER 17, 1941 IN BOOK 525 PAGE 371 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND, 240 FEET TO THE SOUTHEASTERLY CORNER THEREOF;  
THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND, 140 FEET TO THE SOUTHWESTERLY CORNER THEREOF;  
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LAND, 240 FEET TO SAID SOUTHERLY LINE OF ANDALUSIA AVENUE;  
THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF ANDALUSIA AVENUE, 224 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID SOUTHWESTERLY CORNER ALSO BEING THE WESTERLY TERMINUS OF ANDALUSIA AVENUE, AS SHOWN BY SAID LAST MENTIONED MAP; THENCE NORTH 0 DEGREES 00' 40" WEST ALONG THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO.2, A DISTANCE OF 25 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., A LIMITED PARTNERSHIP, RECORDED JUNE 27, 1961 AS INSTRUMENT NO. 54946 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LAST MENTIONED LAND THE FOLLOWING BEARINGS AND DISTANCES;  
THENCE SOUTH 89 DEGREES 58' 30" WEST, 87.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET;  
THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH AN ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET;  
THENCE SOUTH 14 DEGREES 28' 30" WEST, 140.22 FEET;  
THENCE NORTH 65 DEGREES 16' 30" WEST, 658.70 FEET;  
THENCE NORTH 72 DEGREES 23' 20" WEST, 91.65 FEET;  
THENCE NORTH 10 DEGREES 29' 45" EAST, 160.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, SAID LAST MENTIONED BEARING BEING A RADIAL LINE TO SAID NON TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID NON TANGENT CURVE THROUGH AN ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET;  
THENCE NORTH 19 DEGREES 29' 20" EAST, 594.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET;  
THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 19 DEGREES 30', AN ARC DISTANCE OF 159.96 FEET;  
THENCE NORTH 0 DEGREES 00' 40" WEST, 660.00 FEET;  
HENCE NORTH 15 DEGREES 08' 18" WEST, 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET;  
THENCE NORTH 0 DEGREES 00' 40" WEST, 264.38 FEET TO THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., SAID CORNER ALSO BEING IN THE NORTHERLY LINE OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 57' WEST ALONG THE NORTHERLY LINE OF SAID SECTION, 540.30 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION, 2847.36 FEET TO A POINT THEREIN DISTANT SOUTHERLY THEREON, 206.93 FEET FROM THE SOUTHWESTERLY CORNER OF THE NORTHWEST QUARTER OF SAID SECTION;  
THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 1561.38 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED TO IRVINE W. BIGGAR, RECORDED OCTOBER 30, 1925 IN BOOK 660 PAGE 106 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LAND, 206.93 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER;  
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 278.62 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS;  
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 499.66 FEET TO THE POINT OF BEGINNING.

APN: 175-150-002-3

APN: 175-100-006-2

APN: 175-100-005-1

PARCEL K:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT "A" OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 0 DEGREES 00' 40" WEST, ON THE WESTERLY BOUNDARY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 00' 40" WEST, ON SAID WESTERLY BOUNDARY OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, 787 FEET TO THE NORTHWESTERLY CORNER OF LOT THENCE NORTH 72 DEGREES 59' 30" EAST ON THE NORTHERLY LINE OF SAID LOT "F", 24.02 FEET TO THE SOUTHWESTERLY CORNER OF LOT 26 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;

THENCE NORTH 7 DEGREES 30' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 175.99 FEET;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 247.15 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WILLIAM D. HUNT AND WIFE BY DEED RECORDED APRIL 23, 1929, IN BOOK 804 PAGE 589 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89 DEGREES 57' WEST, ON THE SOUTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 210.78 FEET, TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 600 FEET TO THE NORTHWESTERLY CORNER THEREOF;

THENCE NORTH 89 DEGREES 57' EAST ON THE NORTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 435.60 FEET, TO THE NORTHEASTERLY CORNER THEREOF, SAID NORTHEASTERLY CORNER BEING THE POINT OF INTERSECTION OF THE CENTER LINE OF LOT "G" OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 36 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;  
THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT "G", 25 FEET TO THE NORTHWESTERLY CORNER THEREOF;  
THENCE NORTH 89 DEGREES 57' EAST, ON THE NORTHERLY LINE OF SAID LOT "G", 29.30 FEET TO THE SOUTHWESTERLY CORNER OF LOT 93 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2,  
THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT 93, 275 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID NORTHWESTERLY CORNER BEING A POINT ON THE NORTHERLY LINE OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 57' WEST ON THE NORTHERLY LINE OF SAID SECTION 3, 910 FEET;  
THENCE SOUTH 0 DEGREES 00' 40" EAST 264.38 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 44 DEGREES 36' 04" EAST;  
THENCE SOUTHERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 74 DEGREES 51' 42" EAST;  
THENCE SOUTH 15 DEGREES 08' 18" EAST, 70 FEET;  
THENCE SOUTH 0 DEGREES 00' 40" EAST, 660 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 89 DEGREES 59' 20" WEST;  
THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19 DEGREES 30' 00", AN ARC DISTANCE OF 159.96 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST; THENCE SOUTH 19 DEGREES 29' 20" WEST, 594.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST;  
THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 10 DEGREES 29' 45" EAST;  
THENCE SOUTH 10 DEGREES 29' 45" WEST, RADIAL TO LAST SAID MENTIONED CURVE, A DISTANCE OF 160 FEET;  
THENCE SOUTH 72 DEGREES 23' 20" EAST, 91.65 FEET;  
THENCE SOUTH 65 DEGREES 16' 30" EAST, 658.70 FEET;  
HENCE NORTH 14 DEGREES 28' 30" EAST, 140.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 14 DEGREES 28' 20" EAST;  
THENCE EASTERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET TO THE END THEREOF, AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 0 DEGREES 01' 30" WEST;  
THENCE NORTH 89 DEGREES 58' 30" EAST, 87.64 FEET TO THE TRUE POINT OF BEGINNING.

APN: 175-100-003-9

---

**EXHIBIT J**  
**FIRST OPERATING MEMORANDUM**

EXHIBIT F-B

-4-

**FIRST OPERATING MEMORANDUM TO THE “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” (RIO VISTA PROJECT) WHICH DEVELOPMENT AGREEMENT IS DATED AS OF SEPTEMBER 5, 2024**

**THIS FIRST OPERATING MEMORANDUM** (“Memorandum”) to the recorded “Development Agreement by and between the City of Jurupa Valley, Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company and MV Avalon LLC, a California limited liability company” (Rio Vista Project) which Development Agreement is dated as of September 5, 2024 ” (“Memorandum”) is made and entered into as of October 19, 2024 by and between City of Jurupa Valley, a municipal corporation (“City”), Canadian Pacific Land, LLC, a Florida limited liability company, RMD Inland Investors, LLC, a Delaware limited liability company, Trilogy Land Holdings, LLC, a Florida limited liability company (“Trilogy”), Legacy Land Partners, LLC, a Florida limited liability company (“Legacy”), MV Avalon, LLC, a California limited liability company, and Richland Planned Communities, Inc., a California Corporation (“Richland Planned Communities”) (collectively the “Parties”). In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. RECITALS.** This Memorandum is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

A. The City of Jurupa Valley, Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest, and MV Avalon, LLC, a California limited liability company entered into that certain “DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY” DATED AS OF SEPTEMBER 5, 2024 for the Rio Vista Specific Plan Project (“Development Agreement”).

B. Canadian Pacific Land, LLC, RMD Inland Investors, LLC, Trilogy Land Holdings, LLC, and Legacy Land Partners, LLC, are the owners of the land described in Section 2.19.3 of the Development Agreement as the “Richland Property.”

C. Trilogy Land Holdings, LLC, a Florida limited liability company (“Trilogy”), and Legacy Land Partners, LLC, a Florida limited liability company (“Legacy”), each as to an undivided 50% interest, as tenants in common, are the owners of that certain real property

described in Exhibit A to this Memorandum (“Trilogy/Legacy Property”) which is part of the Richland Property subject to the Development Agreement. Trilogy and Legacy were not, however, named as parties to the Development Agreement.

D. Richland Planned Communities, Trilogy, Legacy, Canadian Pacific Land, LLC, and RMD Inland Investors, LLC are all affiliates.

E. Trilogy and Legacy each acknowledge and agree that the Development Agreement is an integral part the land use entitlements for the Trilogy/Legacy Property and provides significant benefits to Trilogy and Legacy and to the Trilogy/Legacy Property. Trilogy and Legacy have each signed a Consent and Joinder Agreement, dated as of October 9, 2024, in which Trilogy and Legacy consents to the Development Agreement and its recordation against the Trilogy/Legacy Property and further agree that Trilogy and Legacy’s interests in the Trilogy/Legacy Property are subject to the rights and interests of the City as set forth in the Development Agreement, as approved or as may hereafter be amended pursuant to Section 3.4 of the Development Agreement or as the Development Agreement may be changed, adjusted, or clarified pursuant to an Operating Memorandum pursuant to Section 3.4.4 of the Development Agreement.

F. Similarly, Richland Planned Communities, Inc., acknowledges and agrees that the Development Agreement is an integral part the land use entitlements for the Property as described in the Development Agreement and Trilogy/Legacy Property and provides significant benefits to Richland Planned Communities, which holds an unrecorded option to purchase the Richland Property described in the Development Agreement. Richland Planned Communities has signed a Consent and Subordination Agreement, dated as of September 5, 2024, in which Richland consents to the Development Agreement and its recordation against the Richland Property, including the Trilogy/Legacy Property, and further agrees that Richland Planned Communities’ interests in the Richland Property, including the Trilogy/Legacy Property, are subject to, and made subordinate to, the rights and interests of the City as set forth in the Development Agreement, as approved or as may hereafter be amended pursuant to Section 3.4 of the Development Agreement or as the Development Agreement may be changed, adjusted, or clarified pursuant to an Operating Memorandum pursuant to Section 3.4.4 of the Development Agreement.

G. Section 3.4.4. of the Development Agreement authorizes the parties to the Development Agreement and the City Manager on behalf of the City to approve an Operating Memorandum which does not constitute an amendment to the Development Agreement in order to implement the Development Agreement or provide for “changes, adjustments, or clarifications [that] are appropriate to further the intended purposes” of the Development Agreement.

H. The changes, adjustments and clarifications of the Development Agreement set forth in this Memorandum are appropriate to further the intended purposes of the Development Agreement and the Project Approvals described in the Development Agreement.

I. The changes, adjustments and clarifications of the Development Agreement set forth in this Memorandum only change, adjust and clarify ownership interests in the Property subject to the Development Agreement and do not change any provisions related to the uses or development standards applicable to the Property and do not change any provisions related to the

public or private improvements required by the Development Agreement or the Project Approvals.

## **2. CLARIFICATION OF PROPERTY OWNERSHIP AND JOINT OBLIGATIONS.**

A. Section 2.19 of the Development Agreement, Owners, is hereby changed, adjusted and clarified to provide that the Richland Property is owned by the following entities (1) Canadian Pacific Land, LLC, a Florida limited liability company, and RMD Inland Investors, LLC, a Delaware limited liability company, as tenants in common - Canadian Pacific Land, LLC, as to an undivided fifty percent (50%) interest, and RMD Inland Investors, LLC, as to an undivided fifty (50%) interest, and (2) with respect to the Trilogy/Legacy Property described in Exhibit A to this Memorandum, Trilogy Land Holdings, LLC, a Florida limited liability company ("Trilogy"), and Legacy Land Partners, LLC, a Florida limited liability company ("Legacy"), each as to an undivided 50% interest, as tenants in common (collectively, "Richland").

B. Section 2.19.5 of the Development Agreement is hereby changed, adjusted and clarified to provide that Canadian Pacific Land, LLC, a Florida limited liability company, RMD Inland Investors, LLC, a Delaware limited liability company, Trilogy Land Holdings, LLC, a Florida limited liability company, and Legacy Land Partners, LLC, a Florida limited liability company, and MV Avalon LLC, a California limited liability company, shall be jointly and severally liable for all obligations of the Owners as provided in the Project Approvals, Subsequent Project Approvals, and this Agreement. It shall be the obligations of Canadian Pacific Land, LLC, RMD Inland Investors, LLC, Trilogy Land Holdings, LLC, Legacy Land Partners, LLC, and MV Avalon LLC, as Owners to enter into such agreements between themselves allocating the responsibilities for compliance with the Agreement, Project Approvals and Subsequent Project Approvals and costs of such compliance. City shall have no obligation to honor the terms of such private agreements between the Owners and shall have full authority to proceed against all or each of them, jointly or severally, to enforce the Owners' obligations under this Agreement.

C. With respect to the Trilogy/Legacy Property, Trilogy Land Holdings, LLC, and Legacy Land Partners, LLC each agree to be bound by the terms of the Development Agreement and the Project Approvals described therein.

## **3. PROPERTY LIENS AND ENCUMBRANCES**

Section 11.1.1 of the Development Agreement is hereby changed, adjusted and clarified to provide that Richland, as described in Section 2 of this Memorandum warrants and represents to the City that as of the date of recordation of this Agreement there is no mortgage, deed of trust, sale and leaseback arrangement, lien or any other form of pledge of security, purchase and sale agreement, option to purchase, or owners other than those listed in Section 2. of this Memorandum, except for an option held by an affiliated Richland entity, Richland Planned Communities, Inc., on or affecting the Richland Property or any portion of the Richland Property. If any such lien exists, Richland shall obtain the lien holders or other interested persons consent to this Agreement and a subordination of its interests to this Agreement in a form reasonably acceptable to the City Manager and City Attorney that shall be recorded as part

of this Agreement. The fully executed Consent and Subordination Agreement of Richland Planned Communities, Inc., as well as the fully executed Consent and Joinder Agreement of Trilogy Land Holdings, Legacy Land Partners, LLC with respect to the Development Agreement shall attached to the Development Agreement as Exhibit G.

4. **NOTICES.** Pursuant to Section 14.2 of the Development Agreement, the City agrees to provide notices to Trilogy, Legacy and Richland at the following address, :

Richland Planned Communities, Inc.  
Trilogy Land Holdings, LLC, a Florida limited liability company  
Legacy Land Partners, LLC, a Florida limited liability company  
c/o Richland Planned Communities, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Brian Hardy

5. **GENERAL PROVISIONS**

A. Pursuant to Section 3.E.4. of the Development Agreement, this Memorandum shall be attached to the Development Agreement as an addendum and thereafter become a part of the Development Agreement.

B. The Parties hereto on behalf of themselves and their respective successors and assigns, acknowledge and agree that this Memorandum is valid, lawful, and binding upon the parties and their respective successors and assigns.

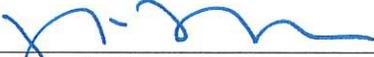
C. This Memorandum constitutes the entire agreement between the parties with respect to the subject matter of this Memorandum, and this Memorandum supersedes all previous negotiations, discussion, and agreement between the parties to this Memorandum with respect to its terms, and no prior evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof except for the documents described in Section 1 and any subdivision improvement agreements entered into between the City and the parties or any of the parties.

D. All terms used in this Memorandum shall, unless otherwise noted, have the same meanings as they have in the Development Agreement.

E. Except for the terms specifically set forth in this Memorandum, all other terms and conditions of the Development Agreement and Project Approvals shall remain in full force and effect.

**IN WITNESS WHEREOF**, City of Jurupa Valley, Canadian Pacific Land, LLC, , RMD Inland Investors, LLC, Trilogy Land Holdings, LLC, Legacy Land Partners, and Richland Planned Communities, Inc., as of the date first written above.

**CANADIAN PACIFIC LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY,**

By:   
Name: John C. Troutman  
Title: Vice President

**RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

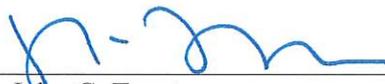
**RICHLAND PLANNED COMMUNITIES, INC., A CALIFORNIA CORPORATION**

By:   
Name: John C. Troutman  
Title: Vice President

**TRILOGY LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

**LEGACY LAND PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

**MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Name:  
Title: Managing Member

**TRILOGY LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

**LEGACY LAND PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By:   
Name: John C. Troutman  
Title: Vice President

**MV AVALON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

By:   
Name: Steve Landis  
Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

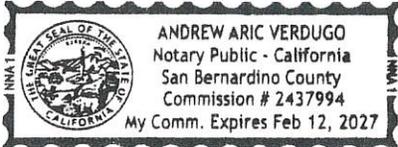
State of California )
County of San Bernardino ) ss.

On October 17th 2024 before me, Andrew Aric Verdugo Notary Public
personally appeared Steve Landis

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) claimed by Signer(s)

Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: Signer Is Representing:

**CITY OF JURUPA VALLEY, a California  
municipal corporation**

*Rod B. Butler*

Rod B. Butler  
City Manager

ATTEST:

*Victoria Wasko*

Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

*Peter M. Thorson*

Peter M. Thorson, City Attorney



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange ) ss.

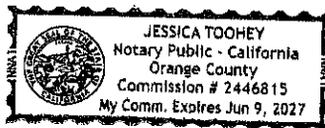
On 10-9-2024 before me, Notary Public Jessica Toohey

personally appeared John C Troutman

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: Jessica Toohey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other:

Other:

Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

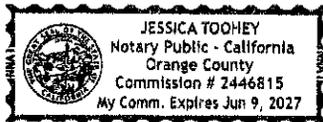
State of California )
County of Orange ) ss.

On 10-9-2024 before me, Notary Public Jessica Toohay
personally appeared John C Troutman

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: Jessica Toohay
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) claimed by Signer(s)

Signer's Name:

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer Is Representing:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF TRILOGY/LEGACY PROPERTY**

PARCEL J:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGES 7 AND 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ANDALUSIA AVENUE, 280 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO WILLIAM DOBRY, ET AL, RECORDED DECEMBER 17, 1941 IN BOOK 525 PAGE 371 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND, 240 FEET TO THE SOUTHEASTERLY CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND, 140 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LAND, 240 FEET TO SAID SOUTHERLY LINE OF ANDALUSIA AVENUE;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF ANDALUSIA AVENUE, 224 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID SOUTHWESTERLY CORNER ALSO BEING THE WESTERLY TERMINUS OF ANDALUSIA AVENUE, AS SHOWN BY SAID LAST MENTIONED MAP; THENCE NORTH 0 DEGREES 00' 40" WEST ALONG THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO.2, A DISTANCE OF 25 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., A LIMITED PARTNERSHIP, RECORDED JUNE 27, 1961 AS INSTRUMENT NO. 54946 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LAST MENTIONED LAND THE FOLLOWING BEARINGS AND DISTANCES;

THENCE SOUTH 89 DEGREES 58' 30" WEST, 87.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH AN ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET;

THENCE SOUTH 14 DEGREES 28' 30" WEST, 140.22 FEET;

THENCE NORTH 65 DEGREES 16' 30" WEST, 658.70 FEET;

THENCE NORTH 72 DEGREES 23' 20" WEST, 91.65 FEET;

THENCE NORTH 10 DEGREES 29' 45" EAST, 160.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, SAID LAST MENTIONED BEARING BEING A RADIAL LINE TO SAID NON TANGENT CURVE;

THENCE NORTHEASTERLY ALONG SAID NON TANGENT CURVE THROUGH AN ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET; THENCE NORTH 19 DEGREES 29' 20" EAST, 594.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET;  
THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 19 DEGREES 30', AN ARC DISTANCE OF 159.96 FEET;  
THENCE NORTH 0 DEGREES 00' 40" WEST, 660.00 FEET;  
HENCE NORTH 15 DEGREES 08' 18" WEST, 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;  
THENCE NORTHERLY ALONG SAID TANGENT CURVE, THROUGH AN ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET;  
THENCE NORTH 0 DEGREES 00' 40" WEST, 264.38 FEET TO THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED TO MASTERBUFF PROPERTIES, LTD., SAID CORNER ALSO BEING IN THE NORTHERLY LINE OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 57' WEST ALONG THE NORTHERLY LINE OF SAID SECTION, 540.30 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION, 2847.36 FEET TO A POINT THEREIN DISTANT SOUTHERLY THEREON, 206.93 FEET FROM THE SOUTHWESTERLY CORNER OF THE NORTHWEST QUARTER OF SAID SECTION;  
THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 1561.38 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED TO IRVINE W. BIGGAR, RECORDED OCTOBER 30, 1925 IN BOOK 660 PAGE 106 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LAND, 206.93 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER;  
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, 278.62 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BIGGAR'S CRESTMORE HEIGHTS;  
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 499.66 FEET TO THE POINT OF BEGINNING.

APN: 175-150-002-3

APN: 175-100-006-2

APN: 175-100-005-1

PARCEL K:

THAT PORTION OF THE WEST HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT "A" OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGES 21, 22 AND 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTH 0 DEGREES 00' 40" WEST, ON THE WESTERLY BOUNDARY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 00' 40" WEST, ON SAID WESTERLY BOUNDARY OF BIGGAR'S CRESTMORE HEIGHTS NO. 2, 787 FEET TO THE NORTHWESTERLY CORNER OF LOT THENCE NORTH 72 DEGREES 59' 30" EAST ON THE NORTHERLY LINE OF SAID LOT "F", 24.02 FEET TO THE SOUTHWESTERLY CORNER OF LOT 26 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;

THENCE NORTH 7 DEGREES 30' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 175.99 FEET;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, 247.15 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WILLIAM D. HUNT AND WIFE BY DEED RECORDED APRIL 23, 1929, IN BOOK 804 PAGE 589 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89 DEGREES 57' WEST, ON THE SOUTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 210.78 FEET, TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 600 FEET TO THE NORTHWESTERLY CORNER THEREOF;

THENCE NORTH 89 DEGREES 57' EAST ON THE NORTHERLY LINE OF THE PARCEL SO CONVEYED TO WILLIAM D. HUNT AND WIFE, 435.60 FEET, TO THE NORTHEASTERLY CORNER THEREOF, SAID NORTHEASTERLY CORNER BEING THE POINT OF INTERSECTION OF THE CENTER LINE OF LOT "G" OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2, WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 36 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2;

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT "G", 25 FEET TO THE NORTHWESTERLY CORNER THEREOF;

THENCE NORTH 89 DEGREES 57' EAST, ON THE NORTHERLY LINE OF SAID LOT "G", 29.30 FEET TO THE SOUTHWESTERLY CORNER OF LOT 93 OF SAID BIGGAR'S CRESTMORE HEIGHTS NO. 2,

THENCE NORTH 0 DEGREES 00' 40" WEST ON THE WESTERLY LINE OF SAID LOT 93, 275 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID NORTHWESTERLY CORNER BEING A POINT ON THE NORTHERLY LINE OF SAID SECTION 3;

THENCE SOUTH 89 DEGREES 57' WEST ON THE NORTHERLY LINE OF SAID SECTION 3, 910 FEET;

THENCE SOUTH 0 DEGREES 00' 40" EAST 264.38 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 44 DEGREES 36' 04" EAST;

THENCE SOUTHERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60 DEGREES 32' 14", AN ARC DISTANCE OF 52.83 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 74 DEGREES 51' 42" EAST;

THENCE SOUTH 15 DEGREES 08' 18" EAST, 70 FEET;

THENCE SOUTH 0 DEGREES 00' 40" EAST, 660 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 470 FEET, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 89 DEGREES 59' 20" WEST;

THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19 DEGREES 30' 00", AN ARC DISTANCE OF 159.96 FEET TO THE END THEREOF, AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST;

THENCE SOUTH 19 DEGREES 29' 20" WEST, 594.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25 FEET AND FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 70 DEGREES 30' 40" WEST;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81 DEGREES 00' 25", AN ARC DISTANCE OF 35.35 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 10 DEGREES 29' 45" EAST;  
THENCE SOUTH 10 DEGREES 29' 45" WEST, RADIAL TO LAST SAID MENTIONED CURVE, A DISTANCE OF 160 FEET;  
THENCE SOUTH 72 DEGREES 23' 20" EAST, 91.65 FEET;  
THENCE SOUTH 65 DEGREES 16' 30" EAST, 658.70 FEET;  
HENCE NORTH 14 DEGREES 28' 30" EAST, 140.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 500 FEET AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 14 DEGREES 28' 20" EAST;  
THENCE EASTERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 30', AN ARC DISTANCE OF 126.54 FEET TO THE END THEREOF, AND FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 0 DEGREES 01' 30" WEST;  
THENCE NORTH 89 DEGREES 58' 30" EAST, 87.64 FEET TO THE TRUE POINT OF BEGINNING.

APN: 175-100-003-9