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City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

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**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF JURUPA VALLEY**

**AND**

**PATRICK VERNOLA, TRUSTEE OF THE CHRIS MCCABE TRUST CREATED BY  
THE ANTHONY P. VERNOLA TRUST U/D/T/ DATED OCTOBER 18, 2000,  
BELLATERA INVESTMENTS PA 13, LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY; BOOMER INVESTMENTS PA 13, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY; AND SHELLINA INVESTMENTS PA 13, A CALIFORNIA  
LIMITED LIABILITY COMPANY; SKY COUNTRY INVESTMENT CO./EAST, LLC;  
AND PATRICK VERNOLA, TRUSTEE OF THE ANTHONY P. VERNOLA TRUST**

**UNDER TRUST AGREEMENT DATED OCTOBER 18, 2000, AND PATRICK  
VERNOLA, SUCCESSOR TRUSTEE OF THE PAT AND MARY ANN VERNOLA  
TRUST – MARITAL TRUST**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and dated as of December 21, 2023, 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”), and PATRICK VERNOLA, TRUSTEE OF THE CHRIS MCCABE TRUST CREATED BY THE ANTHONY P. VERNOLA TRUST U/D/T/ DATED OCTOBER 18, 2000, BELLATERA INVESTMENTS PA 13, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; BOOMER INVESTMENTS PA 13, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND SHELLINA INVESTMENTS PA 13, A CALIFORNIA LIMITED LIABILITY COMPANY; SKY COUNTRY INVESTMENT CO./EAST, LLC; AND PATRICK VERNOLA, TRUSTEE OF THE ANTHONY P. VERNOLA TRUST UNDER TRUST AGREEMENT DATED OCTOBER 18, 2000, AND PATRICK VERNOLA, SUCCESSOR TRUSTEE OF THE PAT AND MARY ANN VERNOLA TRUST – MARITAL TRUST (collectively, Owner”), 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 Owner are occasionally referred to in this Agreement collectively as the “Parties.” 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;

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AND WHEN RECORDED MAIL TO

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**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 200.7 acres in size, is generally located east of Interstate 15 (I-15), west of Pats Ranch Road, south of Bellegrave Avenue, and north of Limonite Avenue 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 2.19 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 both 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 Owner's 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 Owner's 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 Owner desires 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 Owner has 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 November 29, 2023, 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 December 21, 2023, after a duly noticed public hearing, the City Council adopted the following Resolutions approving certain land use entitlements for the Development: (1) Resolution No. 2023-106, Certifying the Environmental Impact Report, and (2) Resolution No. 2023-108, approving General Plan Amendment No. 22003 (GPA No. 22003), and (3) Resolution No. 2023-107 approving Specific Plan SP 22001 and amendment to Specific Plan No. 266 and Tentative Tract Map (TTM) No. 38504, copies of which 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 December 21, 2023, following a duly noticed public hearing, the City Council introduced Ordinance No. 2024-04 and on January 18, 2024, held the second reading and adopted Ordinance No. 2024-04, approving Zone Change (ZC) No. 22002, 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 Zone Change's consistency with City's General Plan and each element thereof and any specific plans relating to the Property.

1.9.4 On December 21, 2023, following a duly noticed public hearing, the City Council introduced Ordinance No. 2024-05 and on January 18, 2024, held the second reading and adopted Ordinance No. 2024-05, 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 Owner 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 Owner assurance that Owner 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, Owner has and will in the future incur substantial 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. 2023-\_\_\_ adopted by City on January 18, 2024 approving this Agreement.

2.4 "Cell Tower Property" is defined in Section 6.7 of this Agreement.

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 "City Council" means the City Council of City.

2.8 "City Manager" means the City Manager of City.

2.9 "Commercial Property" means property in Planning Areas 11 and 12 of Specific Plan 266 ("SP 266"), which are Lots 28 & 29 of Tract Map 38504, as now exists or may hereafter be amended pursuant to Section 6.6.

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

2.11 “*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.

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

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

2.14 “*End User*” means the owner 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 5.6.2, 5.6.3, 5.7, and 6 of this Agreement shall survive termination as to such End Users.

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

2.16 “*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.

2.17 “*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.

2.18 “*Owner*” means Patrick Vernola, Trustee Of The Chris McCabe Trust Created By The Anthony P. Vernola Trust U/D/T/ Dated October 18, 2000, Bellatera Investments PA 13, LLC, A California Limited Liability Company; Boomer Investments Pa 13, LLC, a Delaware Limited Liability Company; and Shellina Investments PA 13, A California Limited Liability Company; Sky Country Investment Co./East, LLC; and Patrick Vernola, Trustee of The Anthony P. Vernola Trust Under Trust Agreement Dated October 18, 2000, And Patrick Vernola, Successor Trustee of The Pat and Mary Ann Vernola Trust – Marital Trust. Given the multiple entities with interests in the Property subject to this Agreement, the Owner hereby designates Rick Bondar to act as the agent on behalf of the Owner with respect to all matters pertaining to the Owner’s obligations concerning this Agreement and all matters pertaining to the Public Improvements, subsequent land use applications, community facilities districts concerning the Project Approvals and this Agreement. The Owner may change the agent pursuant to written notice to the City signed by each ownership entity.

2.19 “*Project*” means Development of the Property in accordance with the Project Approvals and this Agreement, inclusive of the permitted uses and Applicable Regulations set forth in this Agreement.

2.20 “*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. 2023-106, Certifying the Environmental Impact Report; (2) Resolution No. 2023-108, approving General Plan Amendment No. GPA No. 22003, and (3) Resolution No. 2023-107 adopting Specific Plan No. SP 22001, amendment to SP 266 (SP 266A), and Tentative Tract Map (TTM) No. 38504; (4) Ordinance No. 2024-04, adopting Zone Change No. CZ 22002; and (5) Ordinance No. 2024-05, approving this Agreement.

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

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

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

2.24 “*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.

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

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

2.27 “*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.

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

2.29 “*Transferee*” means the person to whom Owner sells, assigns, or otherwise transfers all or any portion of Owner’s 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. 2024-05 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 Section 5.6, 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 both 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. 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 Owner. 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 5.6.2, 5.6.3, 5.7, 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.* Owner 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 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 Owner, 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 Owner 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 Owner may, from time to time, seek amendments to one or more of the Project Approvals. In the event Owner finds that such an amendment is appropriate or desirable, Owner 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) limit or restrict the availability of public utilities, services, infrastructure or facilities to the Project; or (vi) 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 Owner 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 Owner has 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, Owner shall have the discretion to develop the Property, or not develop the Property, in one phase or in multiple phases at such times as Owner deems appropriate within the exercise of its sole and absolute business judgment. Specifically, City agrees that Owner 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, Owner is 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 Owner's right to develop the Property as provided by this Agreement in such order and at such rate as Owner deems appropriate at its sole and absolute discretion, as provided by this Agreement. City shall reasonably cooperate with Owner 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 Owner 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 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 Owner 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 Owner. The Parties further acknowledge that the public benefits to be provided by Owner 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, Owner is 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, Owner 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 Owner does not have sufficient title or interest in the real property required for the construction or installation of a Public Improvement, Owner 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, Owner is unable to acquire the Required Property, Owner 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 Owner 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 Owner asks City and City agrees to acquire right-of-way through the use of its power of eminent domain, then Owner and City shall enter into an Acquisition Agreement pursuant to Government Code Section 66462.5 for each Public Improvement. Owner 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 4.8. 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. Owner 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 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 Owner shall be separately responsible for payment of any and all DIF in the amount shown in Exhibit “D” 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. Owner 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.

5.2 TUMF Fees. Pursuant to Chapter 3.70 of the Jurupa Valley Municipal Code, Transportation Uniform Mitigation Fees (“TUMF”), 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. Owner 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. Owner 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 Owner 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. Owner shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.80 of the Jurupa Valley Municipal Code. Owner 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 Owner 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. Owner shall pay other regional development impact fees, or any other development impact fees imposed by another governmental agency imposed upon Development within the Property, including without limitation Mira Loma Road and Bridge Benefit District fee, 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. Owner 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 Owner pursuant to the terms of this Agreement, Owner shall pay to City the following Community Benefit Contributions ("CBCs"):

5.6.1 *General Municipal Services Contribution.* In partial consideration of the benefits provided to Owner under this Agreement and pursuant to the Project Approvals, Owner and its successors shall pay to the City a fee of 1) one thousand dollars (\$1,000) per Single Family Residential Unit, and 2) seven hundred dollars (\$700) for both Multi-Family Residential Units--Medium Density and Multi-Family Residential Units--High Density. The fees specified in this Section shall be payable prior to the issuance of a building permit for the unit ("Services Contribution CBC"). The City may use the fee 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.* As established in Section 5.7 of this Agreement, upon the creation of the Community Facilities District ("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 1) three hundred forty three dollars (\$343) per Single-Family Residential Unit and 2) two hundred eight dollars (\$208) per Multi-Family Residential Unit--Medium Density, and 3) one hundred twenty four dollars (\$124) per Multi-Family Residential Unit--High Density, subject to annual increase as described below. No special tax shall be levied on undeveloped property.

5.6.2.1 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.

5.6.2.2 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 April over the month of April in the prior year and shall have a minimum annual increase of two percent (2%) and a maximum annual increase of six percent (6%).

**5.6.3 Annual Facilities Benefit Contribution.** 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 1) three hundred twenty dollars (\$320) per Single-Family Residential Unit, 2) two hundred thirty dollars (\$230) per Multi-Family Residential Unit--Medium Density, and 3) one hundred forty dollars (\$140) per Multi-Family Residential Unit--High Density, subject to annual increase as described below. No special tax shall be levied on undeveloped property.

**5.6.3.1** 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.

**5.6.3.2** 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%).

**5.6.4** City shall not impose any additional CBCs. Nothing in this Section 5.6.4 shall prohibit the City from establishing CFDs for public improvements, fees and maintenance pursuant to Sections 6.3 and 6.5.

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

**5.7.1** Owner acknowledges and agrees that the obligations described in Section 5.6 are required by the terms of the Development Approvals and Owner's 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 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 Owner, any Transferee of Owner (as provided in Section 12 of this Agreement) or any End User of any portion of the Property. If the Owner fails 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 Owner, the Owner, any Transferee of Owner (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, subject to the timing requirements specified in Sections 5.6.2.2 and 5.6.3.2.

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 Owner 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 pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, §§ 53311-53368.3).

5.7.4 The City and Owner shall work cooperatively to complete the CFD within twelve (12) months following the date the Owner 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 approval of the CFD and the Rate and Method of Apportionment.

5.8 Administrative Fee. Owner shall pay to City a one-time administrative fee in the amount of ten thousand dollars (\$10,000) thirty (30) calendar days after the Effective Date of the of this Agreement

## **6. OBLIGATIONS OF THE PARTIES.**

### **6.1 Owner's Obligation to Construct Public Improvements.**

6.1.1 Except as provided in Section 6.2, Owner shall, at Owner's 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 Owner 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. Owner 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 Owner or its contractor(s) or agents to comply with such laws, rules, regulations, and standards. Owner's indemnity obligations set forth in this Section 6.1 shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Owner's indemnity obligation with respect to a specific Public Improvement specified in this subsection shall terminate two (2) years after City Council accepts the completed Public Improvement.

## 6.2 Partial City Funding of Median on Pat's Ranch Road.

6.2.1 Owner is required to construct the median on Pat's Ranch Road pursuant to the Project Approvals ("Pat's Ranch Road Median").

6.2.2 The City received the sum of three hundred ninety seven thousand four hundred sixty six dollars and forty cents (\$397,466.40) from the developer of Tracts 33428-1-3, easterly of the Project, for the eventual construction of the median on Pat's Ranch Road from Limonite to Shearwater.

6.2.3 Within thirty (30) days of the City Council's acceptance of Pat's Ranch Road and its median and the recordation of the Certificate of Completion, the City shall pay to the Owner the sum of three hundred ninety seven thousand four hundred sixty six dollars and forty cents (\$397,466.40) as partial reimbursement of Owner's actual costs of construction the Pat's Ranch Road Median.

6.2.4 Labor Code Section 1720(c)(2) provides that:

"If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter."

6.2.5 Pursuant to the provisions of Labor Code Section 1720(c)(2), the City Council finds and determines that:

6.2.5.1 The Project Approvals for the Project require the Owner to construct the Pat's Ranch Road Median and other public improvements;

6.2.5.2 The City has contributed no more money, or the equivalent of money, to the overall Project than is required to construct Pat's Ranch Road Median and in fact is only contributing to a portion of its construction from fees received from another development designed for the Pat's Ranch Road Median and other public improvements; and

6.2.5.3 The City will not obtain or maintain any proprietary interest in the overall Project.

6.2.6 Therefore, based on the above findings in Section 6.2, the City and Owner have determined that:

6.2.6.1 Prevailing wages pursuant to Labor Code Section 1720 et. seq. shall be paid for the construction of the Pat's Ranch Road Median described in this Agreement and the Project Approvals; and

6.2.6.2 Prevailing wages are not required to be paid on the private improvements for the Project in accordance with to Labor Code Section 1720(c)(2).

6.2.7 Owner hereby represents to City that it understands and acknowledges the relationship of the City's obligation to design and construct the Pat's Ranch Road Median Public Improvements pursuant to this Agreement and the potential impact on the application of prevailing wages to development of the Project. Accordingly, Owner on behalf of itself and its successors in interest, hereby expressly and knowingly waive their respective rights under Labor Code Sections 1726 and 1781 to seek recovery against the City of any prevailing wage liabilities they may incur based upon this Agreement. Owner hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the prevailing wage issues described herein and the provisions of the California Civil Code section 1542, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Owner hereby acknowledges that it may have claims which are presently unknown and unsuspected, and such claims in the future. Nevertheless, Owner hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect.

Owner's authorized representative initials: \_\_\_\_\_.

6.3 Maintenance of Public Improvements. Responsibility for the ongoing maintenance of public improvements to constructed by Owner pursuant to the Project Approvals ("City Public Improvements" shall be apportioned between the Parties in accordance with the terms of this Section 6.3.

6.3.1 *Maintenance of City Public Improvements.* City shall maintain all City Public Improvements, pursuant to a maintenance CFD described in Section 6.5, unless City and Owner have entered into one or more Operating Memoranda pursuant to Section 3.4.4 designating Owner, or a homeowner's association formed by Owner ("HOA"), to maintain a component of the City Public Improvements. Notwithstanding the foregoing: 1) Owner shall not have any obligation to maintain landscaping within the rights-of-way on Pat's Ranch Road; and 2) City shall maintain all flood control retention basins.

6.3.2 *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 Owner to meet with such other public entities and determine their respective maintenance responsibilities.

6.4 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. Owner 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 either Party.

6.5 Community Facilities District—Public Improvements, Fees and Maintenance.

6.5.1 *Request for Public Improvement CFD.* Owner may request in writing that the City or another public entity establish a CFD, or annex to an existing CFD ("Alternate CFD"), pursuant to the Mello Roos Community Facilities District Act 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, 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 6.5, the provisions of Section 6.5 are exclusive to an City CFD or an Alternate CFD, and do not apply to the CFD provisions of Sections 5.6 and 5.7. Owner 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 owner 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 6.5.1, the Owner 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 CBC special tax described in Section 5.7. The Owner acknowledges and agrees that a similar provision will also be added to any JCFA's between the City and another public entity.

6.5.2 *Request for Maintenance CFD.* Owner 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 6.5.2. 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 and the size and components of those improvements (“Benefit Units”). 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 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 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 special tax for maintenance 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 special tax for maintenance shall be levied by the CFD on the property in perpetuity.

6.5.3 *Annual Increase in Maintenance CFD Special Tax.* Commencing July 1st of City’s second fiscal year in which the special taxes are being levied by the Maintenance CFD, and annually thereafter, the maintenance costs 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 April over the month of April in the prior year. No public entity other than the City or a City-controlled public entity, may form a Maintenance CFD for the City Public Improvements.

6.5.4 *Annual Increase in Rate and Method of Apportionment for Public Improvement CFD.* The Rate and Method of Apportionment for the financing of Public Improvements shall authorize the special tax to escalate two percent (2.00%) annually.

6.5.5 *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 approval of the CFD(s) and the Rate and Method of Apportionment in accordance with the City’s Community Facilities District Policy.

6.5.6 *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). Owner 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.

6.5.7 *Commencement of Proceedings.* City agrees that upon receipt of Owner's 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 Owner shall cooperate in the conduct of such proceedings. Owner 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 Owner may seek an alternative agency (or agencies) to form a CFD for the Property.

6.5.8 *Maximum CFD Proceeds.* Owner acknowledges and agrees that the CFDs shall expressly provide that Owner shall not be entitled to receive more proceeds from the CFDs than its actual costs to complete the Public Improvements (including reimbursements for Pat's Ranch Road pursuant to Section 6.2) in order to always stay below the limits in Labor Code Section 1720(c)(2).

6.5.9 *Obligation to Construct and Maintain Public Improvements Exist Whether or Not CFD or Assessment District Established.* Owner acknowledges and agrees that the Owner's 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.

## 6.6 Commercial Property, Revision of Specific Plan.

6.6.1 Prior to seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, Owner may develop Planning Areas 11 and 12 of SP 266, which is Lots 28 & 29 of Tract Map ("TM") 38504 ("Commercial Property"), in accordance with SP 266 and the Applicable Regulations, but subject to the uses described in Exhibit F of this Agreement. The parties acknowledge and agree that City may approve such applications in its sole and absolute discretion, as currently authorized in SP 266, for the development of updated retail commercial projects providing a unique character and quality with a commitment to exemplary living and reflecting contemporary trends in retail centers, including, but not limited to, grocery store, specialty grocery stores, specialty shops, sit-down restaurants, entertainment, life-style amenities (such as gathering areas, outdoor venues, recreational areas), parking, reciprocal parking and access, and related infrastructure requirements. Notwithstanding the foregoing, the Parties acknowledge and agree that no Development of the Commercial Property may proceed unless and until the City complies with CEQA on such development projects.

6.6.2 Except as provided below, within seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, the Owner shall submit to the City a complete application or applications, with payment for processing, to amend SP 266 as it pertains to the Commercial Property. The amendment to the SP 266 for the Commercial Property shall provide for an updated retail commercial plan providing a unique character and quality with a commitment to exemplary living and reflecting contemporary trends in retail centers, added permitted uses including, but not limited to, grocery store, specialty grocery stores, specialty shops, sit-down restaurants, entertainment, life-style amenities (such as gathering areas, outdoor venues, recreational areas), parking and related infrastructure requirements. Any amendment to SP 266 for the Commercial Property shall require compliance with CEQA.

6.6.3 If one or more site development permits have been approved by the City for the entire area of Lot 28 of TM 38504, as configured as of the Effective Date, then the Owner of Lot 28 shall not be required to submit an application for an Amendment to SP 266 for Lot 28. If one or more site development permits have been approved by the City for the entire area of Lot 29 of TM 38504, as configured as of the Effective Date, then the Owner of Lot 29 shall not be required to submit an application for an Amendment to SP 266 for Lot 29.

6.6.4 Except as provided in Section 6.6.3, beginning seven (7) years after the issuance of the first Certificate of Occupancy of the Vernola Ranch Specific Plan, no building permit for a structure within the Commercial Property shall be issued unless and until an amendment to the SP 266 for the Commercial Property as described in Section 6.6.2 is approved by the City Council.

## 6.7 Cell Towers.

6.7.1 The existing cellular communications towers on a portion of the Commercial Property ("Cell Towers") may remain on the Commercial Property ("Cell Tower Property") and may remain operative.

6.7.2 Owner shall design and construct a decorative concrete block wall, at least six (6) feet high, around the Cell Towers allowing sufficient space for maintenance. Owner shall also install landscaping within three feet (3') of the wall consistent with the landscaping in the common areas of the Project.

6.7.2.1 The plans for the wall and landscaping shall be approved by the Director of Community Development.

6.7.2.2 The wall and landscaping shall be completed prior to the issuance of the first certificate of occupancy for any Project development which abuts the Cell Tower Property.

## 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 Owner 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, Owner 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 Owner 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. Owner 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 Owner which filed the development application subject to the Third Party Challenge 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, 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. Owner's duties under this Section 8.1 are solely subject to and conditioned upon the Indemnified Parties written request to Owner to indemnify the Indemnified Parties. 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 Owner's 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 Owner, to the fullest extent permitted by law, Owner 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 Owner, its officials, officers, employees, contractors, subcontractors, Owner's or agents in connection with the performance of the Owner's obligations under this Agreement or the Project, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Owner, 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 Owner's duties under this Section 8.2 are solely subject to and conditioned upon the Indemnified Parties' written request to Owner to indemnify the Indemnified Parties.

8.2.2 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.

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 Owner 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, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. Owner shall furnish such reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Owner, City shall provide to Owner, a certificate that Owner 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 Owner default. Further, Owner 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 Owner. Within thirty (30) calendar days following receipt of such notice, Owner shall submit evidence to the City Council of Owner's 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 Owner.

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 Owner to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after Owner 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 Owner, City shall provide to Owner 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 Owner's 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, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has 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 Owner 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 Owner 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, Owner specifically agrees that it has 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 Owner of the terms of this Agreement, City, at its option, may institute legal action in law or in equity 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 Owner, 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 Owner 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, Owner 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 Owner 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. Owner 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 on the Property or any portion of the Property. If any such lien exists, Owner shall obtain the lien holders consent to this Agreement and a subordination of its interests to this Agreement in a form reasonably acceptable to the City Manager and City Attorneys that shall be recorded as part of this Agreement.

11.2 Future Encumbrances on the Property. This Agreement shall not prevent or limit Owner 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 Owner or other affirmative covenants of Owner 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 Owner 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 Owner under the terms of this Agreement, at the same time such notice of default is provided to Owner. 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 Owner's 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. Owner may sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all its 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 Owner, 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 Owner's 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, Owner 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 Owner to be released from its obligations created in this Agreement Owner 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 Owner under this Agreement that relate to the Transferred Property, if any, and shall confirm that Owner shall remain liable for the design and construction of Public Improvements pursuant to this Agreement, completed by Owner prior to any such transfer, subject to the provisions of Section 6.1.5.

12.1.3 *Termination of Transferring Owner's Liability Under Agreement.*

Upon the entering into the assignment and assumption agreement described in Section 12.1.2, the transferring Owner shall have no liability under this Agreement, or any further obligations created in this Agreement.

12.1.4 *Exempt Transfers.*

The following transfers shall not be subject to the foregoing restrictions of Section 12.1: (1) transfers of easements or real property interests that are necessary to provide utility service to the Property or to extend infrastructure to the Property; and (2) transfers in reorganization of Owner, provided that management control of Owner does not change as a result of such reorganization.

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 Owner shall have all of the same rights, benefits, duties, and obligations of Owner under this Agreement.

**13. ESTOPPEL CERTIFICATES.**

13.1 Written Request. Either party 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 Owner may sign on Owner's 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 Owner. Owner represents and warrants that it has a legal or equitable interest in the Property and, as such, Owner is 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>h</sup> Floor  
Los Angeles, California 90071  
Attn: Peter M. Thorson, Esq.

To Owner: Rick Bondar, Owner's designated agent,  
Sky Country Investment Co./East, LLC  
PO Box 1295, Corona, CA 92878

With a copy to: Allen Matkins Leck Gamble  
Mallory & Natsis LLP  
2010 Main Street, Suite 800  
Irvine, CA 92614  
Attn: John C. Condas, Esq.

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 either 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 Owner desires to invoke these force majeure provisions, Owner 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 Owner's 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 Owner 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 Parties 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 Parties 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 Owner, 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. Owner 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 either 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 either Party against the other 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 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	Permitted and Conditionally Permitted Uses in Commercial Area

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 Owner's Representations. Owner 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, Owner is formally bound to the provisions of this Agreement; (iv) Owner's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Owner is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Owner is aware that could prevent Owner from entering into or performing its obligations set forth in this Agreement.

14.20 No Brokers. Each Party represents to the other Party 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.

14.23 Joint and Several Liability. Except as provided below, at any time there is more than one Owner, no breach of this Agreement by an Owner shall constitute a breach by any other Owner. Any remedy, obligation or liability, including, without limitation, the obligations

to defend and indemnify the City, arising by reason of such breach, shall be applicable solely to Owner that committed the breach. However, City shall send a copy of any notice of violation to all Owners, including those not in breach. In addition, a default by a Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Owner's rights under this Agreement with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee, and only the Project Approvals which solely apply to such Transferee. Notwithstanding the foregoing provisions of this Section 14.23, the Owner shall be jointly and severally liable for the obligations 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.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

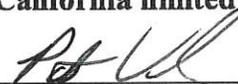
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**"OWNER"**

**THE CHRIS MCCABE TRUST CREATED  
BY THE ANTHONY P. VERNOLA  
TRUST U/D/T/ DATED OCTOBER 18,  
2000**

By:   
Name: ~~Patrick Vernola~~ PATRICK FRANK VERNOLA  
Title: Trustee

**BELLATERA INVESTMENTS PA 13,  
LLC, a California limited liability company**

By:   
Name: ~~Patrick Vernola~~ PATRICK FRANK VERNOLA  
Title: MANAGER

**BOOMER INVESTMENTS PA 13, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Frank Vernola  
Title: \_\_\_\_\_

**SHELLINA INVESTMENTS PA 13,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Rachelle Bolin  
Title: \_\_\_\_\_

**SKY COUNTRY INVESTMENT  
CO./EAST, LLC, a California limited  
liability company**

By: \_\_\_\_\_  
Name: Richard Bondar  
Title: Manager Member

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

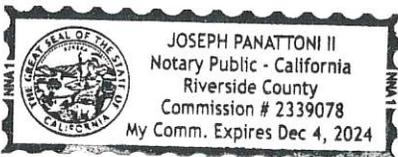
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On January 24, 2024 before me, Joseph Panattoni II Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Frank Vernola
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.

Signature Joseph Panattoni II
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Development Agreement - Chris McCabe Trust
Document Date: January 24, 2024 Number of Pages: 39
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:

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

**“OWNER”**

**THE CHRIS MCCABE TRUST CREATED  
BY THE ANTHONY P. VERNOLA  
TRUST U/D/T/ DATED OCTOBER 18,  
2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**BELLATERA INVESTMENTS PA 13,  
LLC, a California limited liability company**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: \_\_\_\_\_

**BOOMER INVESTMENTS PA 13, LLC,  
a California limited liability company**

By:   
Name: Frank Vernola  
Title: MANAGER

**SHELLINA INVESTMENTS PA 13,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Rachelle Bolin  
Title: \_\_\_\_\_

**SKY COUNTRY INVESTMENT  
CO./EAST, LLC, a California limited  
liability company**

By: \_\_\_\_\_  
Name: Richard Bondar  
Title: Manager Member

**SEE ATTACHED**

**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 )  
On 1/25/24 before me, Brandon Felson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Frank Vernola  
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.



Signature Brandon  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Development Agreement Document Date: \_\_\_\_\_  
Number of Pages: 37 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: \_\_\_\_\_

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

**“OWNER”**

**THE CHRIS MCCABE TRUST CREATED  
BY THE ANTHONY P. VERNOLA  
TRUST U/D/T/ DATED OCTOBER 18,  
2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**BELLATERA INVESTMENTS PA 13,  
LLC, a California limited liability company**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: \_\_\_\_\_

**BOOMER INVESTMENTS PA 13, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Frank Vernola  
Title: \_\_\_\_\_

**SHELLINA INVESTMENTS PA 13,  
a California limited liability company**

By:   
Name: Rachelle Bolin - RACHELLE M. VERNOLA - BOLIN  
Title: MANAGER

**SKY COUNTRY INVESTMENT  
CO./EAST, LLC, a California limited  
liability company**

By: \_\_\_\_\_  
Name: Richard Bondar  
Title: Manager 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 Orange )

On 1-24-24 before me, Pri Ukuwela - Notary Public  
Date Here Insert Name and Title of the Officer

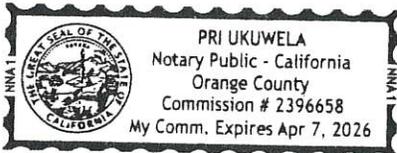
personally appeared Rachelle M Vernola - Bolin  
Name(s) of Signer(s)

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.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_

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

**“OWNER”**

**THE CHRIS MCCABE TRUST CREATED  
BY THE ANTHONY P. VERNOLA  
TRUST U/D/T/ DATED OCTOBER 18,  
2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**BELLATERA INVESTMENTS PA 13,  
LLC, a California limited liability company**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: \_\_\_\_\_

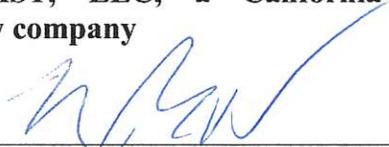
**BOOMER INVESTMENTS PA 13, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Frank Vernola  
Title: \_\_\_\_\_

**SHELLINA INVESTMENTS PA 13,  
a California limited liability company**

By: \_\_\_\_\_  
Name: Rachelle Bolin  
Title: \_\_\_\_\_

**SKY COUNTRY INVESTMENT  
CO./EAST, LLC, a California limited  
liability company**

By:  \_\_\_\_\_  
Name: Richard Bondar  
Title: Manager Member

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

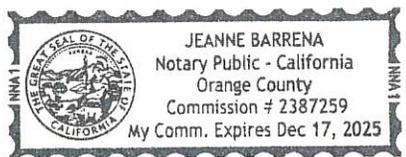
On January 25, 2024 before me, Jeanne Barrena, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Richard Bondar  
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.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**  
 Development Agreement by and between the city of Jurupa Valley and Patrick Vernola & Chris McCabe fraudulent reattachment of this form to an unintended document Trust created by the Anthony P. Vernola Trust U/D/T/ Dated October 18, 2000, Bellatura Investments PA 13, LLC, A California Limited Liability Company; Boomer Investments PA 13, LLC, A Delaware Limited Liability Company; and Shellina Investments PA 13, A

Completing this information can deter alteration of the document or Trust created by the Anthony P. Vernola Trust U/D/T/ Dated October 18, 2000, Bellatura Investments PA 13, LLC, A California Limited Liability Company; Boomer Investments PA 13, LLC, A Delaware Limited Liability Company; and Shellina Investments PA 13, A

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

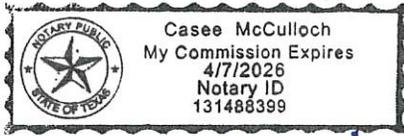
Document Date: December 21, 2023 Number of Pages: 39

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

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

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association California Limited Liability Company; SKY Country Investment Co./East, LLC; and Patrick Vernola, Trustee of the Anthony P. Vernola Trust.



By: *Agnes Vanderdussen*  
Name: Agnes Vanderdussen  
Title: Manager Member

By: \_\_\_\_\_  
Name: Ronald Pietersma  
Title: Manager Member

**ANTHONY P. VERNOLA TRUST DATED  
OCTOBER 18, 2000**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Trustee

**PATRICK AND MARY ANN VERNOLA  
TRUST-MARITAL TRUST**

By: \_\_\_\_\_  
Name: Patrick Vernola  
Title: Successor Trustee

[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.]

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

Name: Agnes Vanderdussen

Title: Manager Member

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

Name: Ronald Pietersma

Title: Manager Member

**ANTHONY P. VERNOLA TRUST DATED  
OCTOBER 18, 2000**

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

Name: Patrick Vernola

Title: Trustee

**PATRICK AND MARY ANN VERNOLA  
TRUST-MARITAL TRUST**

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

Name: Patrick Vernola

Title: Successor Trustee

[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 ALL-PURPOSE ACKNOWLEDGMENT**

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.

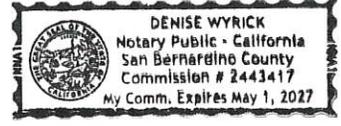
State of California }  
County of San Bernardino }

On January 24, 2023, before me, **Denise Wyrick, Notary Public**, personally appeared Ronald Pietrusma, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the persons 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.

*Denise Wyrick*  
Notary Signature



(Official Notary Seal)

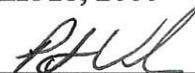
**Certificate attached to:**

*Development Agreement*

By: \_\_\_\_\_  
Name: Agnes Vanderdussen  
Title: Manager Member

By: \_\_\_\_\_  
Name: Ronald Pietersma  
Title: Manager Member

**ANTHONY P. VERNOLA TRUST DATED  
OCTOBER 18, 2000**

By:   
Name: ~~Patrick Vernola~~ *PATRICK FRANK VERNOLA*  
Title: Trustee *PATRICK FRANK VERNOLA*

**PATRICK AND MARY ANN VERNOLA  
TRUST-MARITAL TRUST**

By:   
Name: ~~Patrick Vernola~~ *PATRICK FRANK VERNOLA*  
Title: Successor Trustee

[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

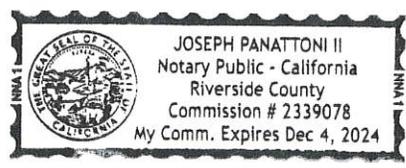
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

On January 24, 2024 before me, Joseph Panattoni II Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Patrick Frank Vernola  
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.

Signature Joseph Panattoni II  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: Development Agreement - Bellaterra Investments

Document Date: January 24, 2024 Number of Pages: 39

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

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

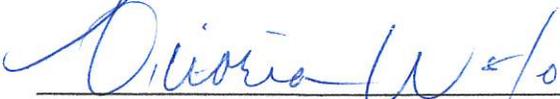
Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

**"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

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

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

**DIVISION I:**

**PARCEL A:**

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4133 PER DOCUMENT RECORDED JUNE 6, 2005 AS INSTRUMENT NO. 2005-0478620 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE WEST HALF OF FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF PATS RANCH ROAD (59.00 FEET IN HALF WIDTH EASTERLY) AS SHOWN ON TRACT NO. 33428-1 ON FILE IN BOOK 441, PAGES 56 THROUGH 63, INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4;

THENCE NORTH 00° 23' 42" WEST ALONG SAID CENTERLINE OF PATS RANCH ROAD AND THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 1213.18 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE WESTERLY BOUNDARY OF THAT CERTAIN 245.00 FOOT WIDE STRIP OF LAND DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 17, 1968 AS INSTRUMENT NO. 89577 OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 39' 53" WEST ALONG SAID EASTERLY PROLONGATION AND SAID WESTERLY BOUNDARY, A DISTANCE OF 1427.88 FEET TO THE NORTHEAST CORNER OF PARCEL 4446-1 OF SUPERIOR COURT OF STATE OF

CALIFORNIA CASE NO. 169015 PER DOCUMENT RECORDED FEBRUARY 1, 1988 AS INSTRUMENT NO. 28620 OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY. HAVING A RADIUS OF 6000.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 89° 47' 51" EAST;

THENCE NORTHERLY ALONG SAID CURVE, TO THE LEFT AND ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 1, THROUGH A CENTRAL ANGLE OF 13° 05' 48" AN ARC DISTANCE OF 1371.41 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY BOUNDARY OF PARCEL 1, NORTH 12° 54' 16" WEST, A DISTANCE OF 772.07 FEET TO AN ANGLE POINT ON SAID WESTERLY BOUNDARY;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY BOUNDARY OF PARCEL 1 AND THE NORTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL 1 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 00° 42' 22" WEST, A DISTANCE OF 221.33 FEET TO AN ANGLE POINT THEREON;
- 2) NORTH 65° 18' 24" EAST. A DISTANCE OF 805.26 FEET TO AN ANGLE POINT THEREON;
- 3) NORTH 69° 10' 41" EAST, A DISTANCE OF 753.21 FEET TO AN ANGLE POINT THEREON;
- 4) SOUTH 20° 49' 19" EAST, A DISTANCE OF 487.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 25' 37" AN ARC DISTANCE OF 713.03 FEET;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF PARCEL 1, SOUTH 00° 23' 42" EAST, A DISTANCE OF 1776.74 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 2 AS SHOWN AND DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 15-004, RECORDED APRIL 19, 2016 AS INSTRUMENT NO. 2016-154093 OF OFFICIAL RECORDS.

APN(s): 160-050-063 AND 160-050-070

**PARCEL B:**

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4133 PER DOCUMENT RECORDED JUNE 6, 2005 AS INSTRUMENT NO. 2005-0478620, OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, OF OFFICIAL RECORDS, TOGETHER WITH A PORTION OF GRANT DEED RECORDED SEPTEMBER 17, 1968 AS INSTRUMENT NO. 89577 OF OFFICIAL RECORDS AND ALSO A PORTION OF GRANT DEED RECORDED OCTOBER 5, 2007 AS INSTRUMENT NO. 2007-0623246 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING IN FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF PATS RANCH ROAD (59.00 FEET IN HALF WIDTH EASTERLY) AS SHOWN ON TRACT NO. 33428-1 ON FILE IN BOOK 441, PAGES 56 THROUGH 63, INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89° 36' 18" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 1, A DISTANCE OF 389.30 FEET TO AN ANGLE POINT ON SAID SOUTHERLY BOUNDARY OF PARCEL 1, SAID ANGLE POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "NORTH 00° 08' 18" WEST, 522.34 FEET" IN SAID PARCEL 1;

THENCE NORTH 00° 08' 18" WEST ALONG SAID DESCRIBED LINE AND THE NORTHERLY PROLONGATION OF SAID DESCRIBED LINE, A DISTANCE OF 830.72 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 51' 42" WEST, A DISTANCE OF 1047.38 FEET TO THE EASTERLY LINE OF

PARCEL 4446-1 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA CASE NO. 169015 PER DOCUMENT RECORDED FEBRUARY 1, 1988 AS INSTRUMENT NO. 28620 OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00° 22' 20" EAST ALONG SAID EASTERLY LINE OF PARCEL 4446-1, A DISTANCE OF 362.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 6000.00 FEET.

THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY BOUNDARY OF PARCEL 4446-1 AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00° 10' 18", AN ARC DISTANCE OF 17.99 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4446-1; THENCE NORTH 89° 39' 53" EAST ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN 245.00 FOOT WIDE STRIP OF LAND DESCRIBED IN THE GRANT DEED RLCORDED SEPTEMBER 17, 1968 AS INSTRUMENT NO. 89577 OF OFFICIAL RECORDS AND THE EASTERLY PROLONGATION OF SAID 245.00 FOOT WIDE STRIP OF LAND, A DISTANCE OF 1427.88 FEET TO SAID CENTERLINE OF PATS RANCH ROAD;

THENCE SOUTH 00° 23' 42" EAST ALONG SAID CENTERLINE OF PATS RANCH ROAD, A DISTANCE OF 384.89 FEET;

THENCE SOUTH 89° 51' 42" WEST, A DISTANCE OF 385.58 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 3 AS SHOWN AND DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 15-004, RECORDED APRIL 19, 2016 AS INSTRUMENT NO. 2016-154093, OF OFFICIAL RECORDS.

APN(s): 160-050-067 AND 160-050-072

**PARCEL C:**

NON-EXCLUSIVE EASEMENTS FOR SURFACE DRAINAGE AND RIGHTS INCIDENTAL THERETO AND SUBJECT TO ALL THE TERMS, CONDITIONS AND PROVISIONS THEREIN CONTAINED AS

PROVIDED FOR IN THAT CERTAIN INSTRUMENT ENTITLED "CONSTRUCTION AND EASEMENT AGREEMENT DATED JUNE 9, 2016 AND RECORDED JUNE 17, 2016 AS INSTRUMENT NO. 2016-249915, OF OFFICIAL RECORDS.

**DIVISION II:**

**PARCEL A:**

PARCEL 4 OF NOTICE OF LOT LINE ADJUSTMENT NO. LLA 15-004, RECORDED APRIL 19, 2016 AS INSTRUMENT NO. 2016-0154093 OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 6, 2005 AS INSTRUMENT NO. 2005-0478620 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026, TOGETHER WITH A PORTION OF GRANT DEED INSTRUMENT NO. 89577 RECORDED SEPTEMBER 17, 1968 AND ALSO A PORTION OF GRANT DEED INSTRUMENT NO. 2007-0623246 RECORDED OCTOBER 5, 2007 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, OF MAPS, AT PAGE 33 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF PATS RANCH ROAD (59.00 FEET IN HALF WIDTH EASTERLY) AS SHOWN ON TRACT NO. 33428-1 ON FILE IN BOOK 441, PAGES 56 THROUGH 63 INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE SOUTHEAST COMER OF SAID PARCEL 1; THENCE SOUTH 89° 36' 18" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 1, A DISTANCE OF 389.30 FEET TO AN ANGLE POINT ON SAID SOUTHERLY BOUNDARY OF PARCEL 1, SAID ANGLE POINT BEING THE

SOUTHERLY TERMINUS OF THAT CERTAIN DESCRIBED LINE HAVING A BEARING AND DISTANCE OF NORTH 00° 08' 18" WEST, 522.34 FEET IN SAID PARCEL 1; THENCE NORTH 00° 08' 18" WEST ALONG SAID DESCRIBED LINE, A DISTANCE OF 522.34 FEET TO THE NORTHERLY TERMINUS OF SAID DESCRIBED LINE. SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE NORTH 00° 08' 18" WEST ALONG THE NORTHERLY PROLONGATION OF SAID DESCRIBED LINE, A DISTANCE OF 308.39 FEET; THENCE LEAVING SAID NORTHERLY

PROLONGATION, SOUTH 89° 51' 42" WEST, A DISTANCE OF 1047.38 FEET TO THE EASTERLY LINE OF PARCEL 4446-1 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA CASE NO. 169015 PER DOCUMENT RECORDED FEBRUARY 1, 1988 AS INSTRUMENT NO. 28620 OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 00° 22' 20" WEST ALONG SAID EASTERLY LINE OF PARCEL 4446-1, A DISTANCE OF 312.55 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 4446-1; THENCE NORTH 29° 38' 06" EAST ALONG SAID SOUTHERLY LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 19, A DISTANCE OF 397.09 FEET TO THE WESTERLY BOUNDARY OF THAT CERTAIN 245.00 FOOT WIDE STRIP OF LAND DESCRIBED IN SAID GRANT DEED RECORDED SEPTEMBER 17, 1968 AS INSTRUMENT NO. 89577 OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 00° 08' 05" EAST ALONG SAID WESTERLY BOUNDARY OF SAID 245.00 FOOT STRIP OF LAND, A DISTANCE OF 2638.39 FEET TO THE SOUTHERLY LINE OF SAID FRACTIONAL SECTION 19 THENCE NORTH 89° 35' 53" EAST ALONG SAID SOUTHERLY LINE OF FRACTIONAL SECTION 19, A DISTANCE OF 245.00 FEET TO THE EASTERLY BOUNDARY OF SAID 245.00 FOOT STRIP OF LAND; THENCE NORTH 00° 08' 05" WEST ALONG SAID EASTERLY BOUNDARY OF THE 245.00 FOOT STRIP OF LAND, A DISTANCE OF 2638.23 FEET TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 38' 06" EAST, 408.07 FEET" IN PARCEL 1 OF SAID LOT LINE ADJUSTMENT NO. 4233; THENCE NORTH 89° 38' EAST ALONG SAID DESCRIBED COURSE, A DISTANCE OF 408.07 FEET TO THE TRUE POINT OF BEGINNING.

APN(s): 160-050-73; 160-050-068

PARCEL B:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY SECTIONIZED SURVEY OF THE

JURUPA RANCHO, ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, BY DEED RECORDED DECEMBER 10, 1968 AS INSTRUMENT NO. 120541, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 245 FEET WIDE, THE SIDE LINES OF SAID STRIP OF LAND 245 FEET WIDE, BEING 50 FEET EASTERLY. NORTHERLY AND EASTERLY AND 195 FEET WESTERLY, SOUTHERLY AND WESTERLY, MEASURED AT RIGHT ANGLES RESPECTIVELY, FROM THE SURVEYED REFERENCE LINE WHICH IS DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE NORTHERLY LINE OF FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID POINT BEING NORTH 89 DEGREES 41' 03" EAST, 1,295.11 FEET, MEASURED ALONG LAST MENTIONED NORTHERLY LINE FROM A FOUND 3 INCH IRON PIPE AND NAIL SET AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 00 DEGREES 15' 02" EAST, 1,784.91 FEET, MORE OR LESS, TO A POINT PARALLEL WITH AND 195 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE 126.039 ACRE PARCEL, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 43 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89 DEGREES 25' 29" EAST, 2,293.60 FEET, MEASURED ALONG SAID PARALLEL LINE; THENCE SOUTH 00 DEGREES 22' 29" EAST, 3,525.41 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, OF THE JURUPA RANCHO, SAID LAST MENTIONED POINT BEING SOUTH 89 DEGREES 21' 58" WEST, 1777.03 FEET, MEASURED ALONG LAST MENTIONED SOUTHERLY LINE FROM A FOUND 2 INCH

BY 2 INCH STAKE WITH TACK SET AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 19;  
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEEDS TO THE STATE OF CALIFORNIA. RECORDED SEPTEMBER 19, 1986 AS INSTRUMENT NOS. 230116 AND 230117 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THE SOUTH 20 FEET AND THE WEST 20 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, AS SET OUT IN DEED RECORDED NOVEMBER 22, 1976 AS INSTRUMENT NO. 179279 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN RIGHT OF WAY DEED RECORDED JUNE 25, 1935 IN BOOK 237, PAGE 40 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 160-050-005; 160-050-021 AND 160-050-023

**DIVISION III:**

ALL OF PARCEL 4 AND A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4833 PER DOCUMENT RECORDED JUNE 6, 2005 AS INSTRUMENT NO. 2005-0478620 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND RE-RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 2006-0296026 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING IN FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF PATS RANCH ROAD (39.00 FEET IN HALF WIDTH EASTERLY) AS SHOWN ON TRACT NO. 33428-1 ON FILE IN BOOK 441, PAGES 56 THROUGH 63 INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 4;

THENCE SOUTH 00° 23' 42" EAST ALONG SAID CENTERLINE OF PATS RANCH ROAD AND THE  
EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 2075.56 FEET TO THE  
SOUTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 89° 35' 53" WEST  
ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 398.60 FEET  
TO THE SOUTHWEST CORNER OF SAID PARCEL 4;

THENCE NORTH 00° 01' 18" WEST ALONG THE WESTERLY LINE OF SAID  
PARCEL 4, THE  
SOUTHERLY BOUNDARY OF SAID PARCEL 1 DESCRIBED AS HAVING A  
HEARING AND DISTANCE  
OF NORTH 00° 08' 18" WEST, 522.34 FEET AND THE NORTHERLY  
PROLONGATION OF SAID  
DESCRIBED LINE, A DISTANCE OF 2906.35 FEET;

THENCE NORTH 89° 51' 42" EAST, A DISTANCE OF 385.58 FEET TO SAID  
CENTERLINE OF PATS  
RANCH ROAD AND SAID EASTERLY LINE OF SAID PARCEL 1;

THENCE SOUTH 00° 23' 42" EAST ALONG SAID CENTERLINE OF PATS RANCH  
ROAD AND SAID  
EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 828.98 FEET TO THE POINT  
OF BEGINNING.

SAID LAND BEING PARCEL 1 OF LOT LINE ADJUSTMENT NO. LLA 15-004,  
RECORDED APRIL 19,  
2016 AS INSTRUMENT NO. 2016-0154093 OFFICIAL RECORDS.

APN: 150-050-074

Division I - Parcel A - APN: 160-050-063 and 160-050-070

Division I - Parcel B - APN: 160-050-067 and 160-050-072

Division II - Parcel A - APN: 160-050-073 and 160-050-068

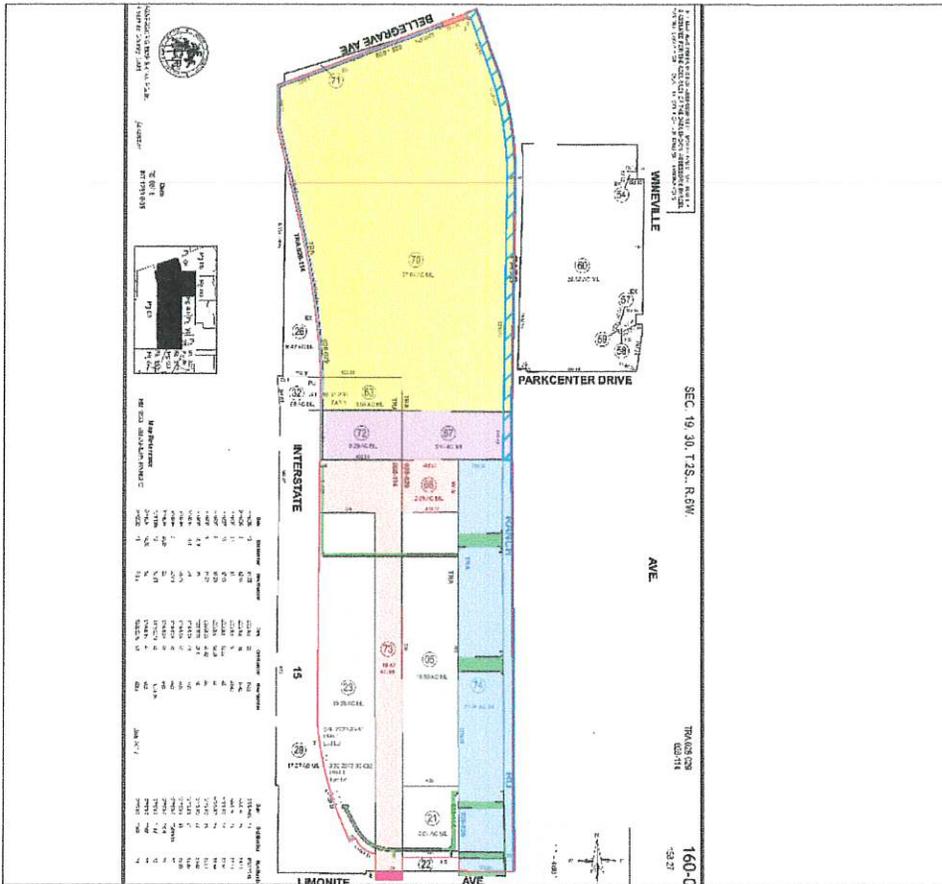
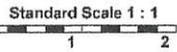
Division II - Parcel B - APN: 160-050-005; 160-050-021 and 160-050-023

Division III: APN: 160-050-074

APN: 160-050-005, 160-050-021, 160-050-023, 160-050-063, 160-050-067, 160-050-  
068, 160-050-070, 160-050-072, 160-050-073, and 160-050-074

(End of Legal Description)

**EXHIBIT B**  
**SITE MAP**



**LEGEND**

- DIVISION II : PARCEL A (Fee, Property in Question)
- DIVISION II : PARCEL B (Fee, Property in Question)
- DIVISION II : PARCEL C (Easement)
- DIVISION II : PARCEL A (Fee, Property in Question)
- DIVISION II : PARCEL B (Fee, Property in Question)
- DIVISION III (Fee, Property in Question)
- Item No. 4 - Easement for Utilities  
02/22/1965, Instrument No. 26520, of Official Records  
Affects as described therein
- Item No. 5 - Easement for Public Road, Drainage and Public Utilities and Public Service  
09/17/2005, Instrument No. 2005-0507550, of Official Records  
Affects as described therein
- Item No. 10 - Easement for Public Road, Drainage and Public Utilities and Public Service  
04/08/2005, Instrument No. 2005-0170542, of Official Records  
Affects as described therein
- Item No. 15 - Easement for Public Highway and Public Utility  
08/26/1935, Book 237, Page 40, of Official Records  
Affects as described therein
- Item No. 44 - Easement in favor of SCE for construction of electrical transmission facilities 03/02/2012, Instrument No. 2012-102613, of Official Records  
Line Easement - Undisclosed with - Affects as described therein

<p>STW023</p> <p><b>Stewart Title Guaranty Company</b>          707A Lacey Center Drive Ste. 400          San Diego, CA 92108          (619) 208-4300 Phone (619) 319-2269 Fax</p>	<p>Title Order No. 21000450270, Preliminary Record Dated as of December 31, 2020</p> <p>Reference:          Property: Multiple A/M/S Riverside, CA 92505</p>	<p>Drawing Date: 12/13/2023</p> <p>Assessor's Parcel No.: Please refer to the map for APN#</p> <p>Date:</p>
<p>Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and are not shown by this public record, this plat or for your use in locating your land with reference to streets and other parcels, shall be held to be correct, the Company assumes no liability for any reason of reliance thereon.</p>	<p>This Stewart Title Guaranty Company is a duly licensed title insurance company in the State of California.</p>	<p>Sheet          of          2          of          2</p>

**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 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. 2023-\_\_\_\_ 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:

With a copy to:  
Allen Matkins Leck Gamble  
Mallory & Natsis LLP  
2010 Main Street, Suite 800  
Irvine, CA 92614  
Attn: John C. Condas, Esq.

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:

**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, MSHCP Fees or Mira Loma RBBB fees]

Last Updated: 7/5/2023  
 For Effective Date: 7/1/2023

**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**

Category	Residential Land Use				Business/Commerce Land-Use			
	Low Density Detached Dwellings per unit	Medium Density Detached Dwellings per unit	Attached Dwellings per unit	Mobile Home Dwelling Units per unit	Commercial Lodging Units per unit	Retail/ Service/ Office Uses per sq ft	Business Park Uses per sq ft	Industrial Uses per sq ft
General Government Facilities	\$ 141.00	\$ 141.00	\$ 141.00	\$ 141.00	\$ 27.00	\$ 0.022	\$ 0.022	\$ 0.022
Fire Protection Facilities	\$ 672.00	\$ 672.00	\$ 405.00	\$ 955.00	\$ 425.00	\$ 0.134	\$ 0.381	\$ 0.036
Circulation System Facilities	\$ 3,134.00	\$ 3,134.00	\$ 1,693.00	\$ 1,568.00	\$ 1,654.00	\$ 5.061	\$ 3.886	\$ 1.656
Park Facilities Improvement	\$ 1,423.00	\$ 1,423.00	\$ 965.00	\$ 1,062.00	\$ -	\$ -	\$ -	\$ -
Library Collection and Computers	\$ 130.00	\$ 130.00	\$ 88.00	\$ 97.00	\$ -	\$ -	\$ -	\$ -
<b>Total DIF Fees</b>	<b>\$ 5,500.00</b>	<b>\$ 5,500.00</b>	<b>\$ 3,292.00</b>	<b>\$ 3,823.00</b>	<b>\$ 2,106.00</b>	<b>\$ 5.217</b>	<b>\$ 4.289</b>	<b>\$ 1.714</b>

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**EXHIBIT E**

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

<b>Land Use Type</b>	<b>Benefit Unit(s)</b>
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.

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## EXHIBIT F

### PERMITTED AND CONDITIONALLY PERMITTED USES IN COMMERCIAL AREA

#### CHAPTER 9.125. C-P-S ZONE (SCENIC HIGHWAY COMMERCIAL)

##### Sec. 9.125.010. Scope.

The provisions of this chapter shall apply in all C-P-S Zones.

##### Sec. 9.125.020. Uses permitted.

- A. The following uses are permitted only in enclosed buildings with not more than two hundred (200) square feet of outside storage or display of materials appurtenant to such use, provided a site development permit shall have been approved pursuant to the provisions of Section 9.240.330:
- (1) Ambulance services.
  - (2) Antique shops.
  - (3) Appliance stores, household.
  - (4) Art supply shops and studios.
  - (5) Auditoriums and conference rooms.
  - (6) Automobile parts and supply stores.
  - (7) Bakery goods distributors.
  - (8) Bakery shops, including baking only when incidental to retail sales on the premises.
  - (9) Banks and financial institutions.
  - (10) Barber and beauty shops.
  - (11) Bicycle sales and rentals.
  - (12) Billiard and pool halls.
  - (13) Blueprint and duplicating services.
  - (14) Book stores and binders.
  - (15) Bowling alleys.
  - (16) Catering services.
  - (17) Ceramic sales and manufacturing for on-site sales, provided the total volume of kiln space does not exceed sixteen (16) cubic feet.
  - (18) Cleaning and dyeing shops.
  - (19) Clothing stores.
  - (20) Confectionery or candy stores.
  - (21) Costume design studios.
  - ~~(22) Dance halls.~~
  - (23) Delicatessens.
  - (24) Department stores.
  - (25) Drug stores.
  - (26) Dry goods stores.
  - ~~(27) Electrical substations.~~
  - (28) Employment agencies.
  - ~~(29) Escort bureaus.~~

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- (30) Feed and grain sales.
  - ~~(31) Fishing and casting pools.~~
  - (32) Florist shops.
  - (33) Food markets and frozen food lockers.
  - (34) Gift shops.
  - (35) Hardware stores.
  - (36) Household goods sales and repair, including, but not limited to, new and used appliances, furniture, carpets, draperies, lamps, radios, and television sets, including repair thereof.
  - (37) Hobby shops.
  - (38) Ice cream shops.
  - (39) Ice sales, not including ice plants.
  - (40) Interior decorating shops.
  - (41) Jewelry stores with incidental repairs.
  - (42) Labor temples.
  - (43) Laboratories, film, dental, medical, research or testing.
  - (44) Laundries and laundromats.
  - (45) Leather goods stores.
  - (46) Locksmith shops.
  - ~~(47) Mail order businesses.~~
  - ~~(48) Manufacturer's agent.~~
  - (49) Market, food, wholesale or jobber.
  - ~~(50) Massage parlors, Turkish baths, health centers and similar personal service establishments.~~
  - (51) Meat markets, not including slaughtering.
  - ~~(52) Mimeographing and addressograph services.~~
  - (53) Mobilehomes, provided they are kept mobile and licensed pursuant to state law, use for:
    - (a) Construction offices and caretaker's quarters on construction sites for the duration of a valid building permit, providing they are inconspicuously located.
    - ~~(b) Agricultural worker employment offices for a maximum of ninety (90) days in any calendar year.~~
    - ~~(c) Caretakers or watchmen and their families provided no rent is paid, where a permitted and existing commercial use is established. Not more than one (1) mobilehome shall be allowed for a parcel of land or a shopping center complex.~~
  - (54) Music stores.
  - (55) News stores.
  - (56) Notions or novelty stores.
  - (57) Nurseries and garden supply stores.
  - (58) Offices, business.
  - (59) One on-site operator's residence, which may be located in a commercial building.
  - (60) Paint and wall paper stores, not including paint contractors.
  - ~~(61) Parking lots and parking structures.~~
  - ~~(62) Pawn shops.~~
  - (63) Pet shops and pet supply shops.
  - (64) Photography shops and studios and photo engraving.
  - (65) Plumbing shops, not including plumbing contractors.
  - (66) Poultry markets, not including slaughtering or live sales.
  - (67) Printers or publishers.
  - (68) Produce markets.
  - (69) Radio and television broadcasting studios.

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- (70)Recording studios.
  - (71)Refreshment stands.
  - (72)Restaurants and other eating establishments without drive thru.
  - (73)Schools, business and professional, including art, barber, beauty, dance, drama, music and swimming.
  - (74)Shoe stores and repair shops.
  - (75)Shoeshine stands.
  - (76)Signs, on-site advertising.
  - (77)Sporting goods stores.
  - ~~(78)Stained glass assembly.~~
  - (79)Stationery stores.
  - ~~(80)Stations, bus, railroad and taxi.~~
  - ~~(81)Taxidermist.~~
  - (82)Tailor shops.
  - ~~(83)Telephone exchanges.~~
  - (84)Theaters, not including drive-ins.
  - (85)Tobacco shops.
  - (86)Tourist information centers.
  - (87)Toy shops.
  - (88)Travel agencies.
  - (89)Typewriter sales and rental and incidental repairs.
  - (90)Watch repair shops.
  - ~~(91)Wedding chapels.~~
  - (92)Wholesale businesses with samples on the premises, but not to include storage.
  - ~~(93)Recycling collection facilities.~~
  - ~~(94)Gasoline service stations, not including the concurrent sale of beer and wine for off premises consumption, excluding truck stops/travel centers.~~
  - ~~(95)Golf cart sales and service.~~
  - (96)Hotels, resort hotels and motels.
  - (97)Day care centers.
  - ~~(98)Convenience stores, not including the sale of motor vehicle fuel.~~
  - (99)Churches, temples and other places of religious worship.

B. Uses permitted by conditional use permit. The following uses are permitted, provided a conditional use permit has been granted pursuant to the provisions of Section 9.240.280 of the Jurupa Valley Municipal Code:

- ~~(1) Automobile repair garages, body shops, spray painting shops.~~
- (2) Automobile sales and rental agencies.
- (3) Boat sales, rentals and services.
- (4) Car washes.
- ~~(5) Drive in theaters.~~
- ~~(6) Equipment rental services, including rototillers, power mowers, sanders, power saws, cement and plaster mixers not exceeding twenty (20) cubic feet in capacity and other similar equipment.~~
- ~~(7) Heliports.~~
- ~~(8) Liquid petroleum service stations, with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons pursuant to Section 9.240.490, excluding truck stops/travel centers.~~

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~~(9) Mortuaries.~~

~~(10) Sale, rental, repair, or demonstration of motorcycles, scooters or motorbikes of two (2) horsepower or greater.~~

(11) Animal hospitals.

(12) Sports and recreational facilities, not including motor-driven vehicles and riding academies, but including archery ranges, athletic fields, beaches, golf driving ranges, gymnasiums, miniature golf, parks, playgrounds, sports arenas, skating rinks, stadiums, and commercial swimming pools.

~~(13) Tire recapping.~~

(14) Tire sales and services, not including recapping.

~~(15) Trailer and boat storage.~~

~~(16) Travel trailers, mobilehomes and recreational vehicles sales and service.~~

~~(17) Truck sales and services.~~

~~(18) Trucks and trailers; the rental of trucks not over nineteen thousand, five hundred (19,500) pounds gross weight, with body not to exceed twenty two (22) feet in length from the back of the cab to the end of the body; and the rental of trailers not exceeding six (6) feet in width or twenty two (22) feet in length.~~

~~(19) Underground bulk fuel storage.~~

(20) All uses permitted in subsection (A) of this section that have more than two hundred (200) square feet of outside storage of display of materials.

(21) ~~Gasoline service stations,~~ Automobile Fueling Stations (as defined in 9.240.050 of the Jurupa Valley Municipal Code) with the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.

(22) Automobile fueling station as defined in Section 9.240.050 of the Jurupa Valley Municipal Code.

~~(2223) Convenience stores, including the sale of motor vehicle fuel.~~

(24) Billiard and pool halls, bowling alleys, dance halls, restaurants, theaters (not including drive-ins) hotels, resort hotels, sports and recreational facilities (including motor vehicle races) archery ranges, golf driving ranges, sports arenas, skating rinks, and stadiums with alcoholic beverage sales for on-premises consumption and markets, and convenience stores with the sale of alcoholic beverages for off-premises consumption pursuant to the provisions of Section 9.240.490.

(25) Parking lots and parking structures.

(26) Dance Halls.

(27) Electrical substations.

(28) Massage parlors.

(29) Wedding chapels.

(30) Restaurants and other eating establishments with drive-thru.

(31) Convenience stores, not including the sale of motor vehicle fuel.

- C. The uses listed in subsections A. and B. of this section do not include sex-oriented businesses as defined in Chapter 5.60, Sex Oriented Businesses, of the Jurupa Valley Municipal Code.
- D. Accessory uses. An accessory use to a permitted use is allowed, provided the accessory use is established on the same lot or parcel of land, and is incidental to, and consistent with the character of the permitted principal use, including, but not limited to, limited manufacturing, fabricating, processing, packaging, treating and incidental storage related thereto, provided any such activity shall be in the same line of merchandise or service as the trade or service business conducted on the premises and providing any such related activity does not exceed any of the following restrictions:

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- (1) The maximum gross floor area of the building permitted to be devoted to such accessory use shall be twenty-five (25) percent.
  - (2) The maximum total horsepower of all electric motors used in connection with such accessory use shall be five (5) horsepower.
  - (3) The accessory use shall be so conducted that noise, vibration, dust, odor, and all other objectionable factors shall be reduced to the extent that there will be no annoyance to persons outside the premises. Such accessory use shall be located not nearer than fifty (50) feet to any residential zone.
  - (4) Accessory uses shall be conducted wholly within a completely enclosed building.
- E. Any use that is not specifically listed in subsections A. and B. of this section may be considered a permitted or conditionally permitted use, provided that the Community Development Director finds that the proposed use is substantially the same in character and intensity as those listed in the designated subsections. Such a use is subject to the permit process which governs the category in which it falls.
- F. It is the intent of the City Council that a legally established pre-existing land use of an occupied property shall not assume a nonconforming status as a result of the adoption of the 2017 General Plan and the concurrent or subsequent adoption of a change of zone for consistency with the 2017 General Plan. Any pre-existing use certified pursuant to Section [9.240.080] that is not specifically listed in subsections a. and b. shall be considered a permitted or conditionally permitted use the same as provided for such use under the zoning classification of the subject property prior to the adoption of the new zoning classification concurrent with, or subsequent to, the effective date of City Council Resolution No. 2017-14[A3] adopting the 2017 General Plan. The expansion or significant modification of such a pre-existing use shall be subject to the approval process and zoning requirements that had governed the category of use in which it fell under the prior zoning classification. However, nothing in this subsection shall be construed to mean that a site development permit or conditional use permit is required to continue such pre-existing use.

**Sec. 9.125.030. Planned commercial development.**

Planned commercial developments are permitted, provided a land division is approved pursuant to the provisions of Title 7.

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**Sec. 9.125.040. Development standards.**

The following shall be the standards of development in the C-P-S Zones:

- (1) There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.
- (2) There are no yard requirements for buildings which do not exceed thirty-five (35) feet in height, except as required for specific plans. Any portion of a building which exceeds thirty-five (35) feet in height shall be set back from the front, rear and side lot lines not less than two (2) feet for each foot by which the height exceeds thirty-five (35) feet. The front setback shall be measured from the existing street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line or from an existing adjacent street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line.
- (3) No building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building or structure exceed seventy-five (75) feet in height, unless a variance is approved pursuant to Section 9.240.270.
- (4) Automobile storage space shall be provided as required by Section 9.240.120.
- (5) All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of one thousand, three hundred and twenty (1,320) feet.