

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
RIALTO, CALIFORNIA, APPROVING A FIRST AMENDMENT TO
THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
RIALTO AND LEWIS-HILLWOOD RIALTO COMPANY LLC
REGARDING PROPERTIES WITHIN THE RENAISSANCE
SPECIFIC PLAN.**

WHEREAS, California Government Code Section 65864 and Chapter 18.79 of Title 18 of the Rialto Municipal Code authorizes the City Council to enter into development agreements; and

WHEREAS, pursuant to Section 18.79.040 of the Rialto Municipal Code, the Planning Commission shall hold a public hearing for a proposed amendment to an adopted development agreement and forward a recommendation to the City Council for action; and

WHEREAS, on December 13, 2016, the City of Rialto entered into Development Agreement with Lewis-Hillwood Rialto Company LLC regarding the disposition and development of certain properties within the boundary of the Renaissance Specific Plan; and

WHEREAS, on March 26, 2024, the City Council/Successor Agency to the Redevelopment Agency of the City of Rialto approved a Purchase and Sale Agreement, in cooperation with Lewis-Hillwood Rialto Company LLC, to facilitate the sale of five (5) parcels of land (APN's: 0264-211-15 & -20; 0264-212-44, -46, & -54) and portions of two (2) parcels of land (APN's 0264-212-17 & -45) to Newland Real Estate Equities LLC; and

WHEREAS, the land to be sold to Newland Real Estate Equities LLC encompasses the entirety of Planning Area 126 and Planning Area 133 of the Renaissance Specific Plan; and

WHEREAS, as part of the Purchase and Sale Agreement, the City of Rialto and Lewis-Hillwood Rialto Company LLC (collectively “Applicant”) agreed to complete the following prior to finalizing the land sale transaction:

- An Amendment to the Renaissance Specific Plan to reconfigure Miro Way to extend from Linden Avenue to Ayala Drive, change the land use designation of Planning Area 123 to General Commercial with a Residential Overlay, and change the land use designations of Planning Area 126 and Planning Area 133 to Business Center, thereby

eliminating the previous Public Park and School land use designations; and

- An Amendment to the Development Agreement between the City of Rialto and Lewis-Hillwood Rialto Company LLC to eliminate provisions related to the construction of a public park on Planning Area 126 and Planning Area 133; and
- Preparation of all necessary California Environmental Quality Act (“CEQA”) approvals related to the Specific Plan Amendment and DA Amendment; and

WHEREAS, the applicant has submitted Specific Plan Amendment No. 2024-0005 (“SPA No. 2024-0005”) to amend the Renaissance Specific Plan (“Project”) as follows:

- Change the land use designation of Planning Area 123 from School to General Commercial with a Residential Overlay with a maximum development potential of 112,167 square feet of commercial uses, 164 dwelling units, or a combination thereof; and
- Change the land use designation of Planning Area 126 from Public Park to Business Center with a maximum development potential of 378,972 square feet of industrial uses; and
- Change the land use designation of Planning Area 133 from Employment with a Public Park Overlay to Business Center with a maximum development potential of 74,052 square feet of industrial uses; and
- Reconfigure Miro Way to extend from Linden Avenue on the west to Ayala Drive on the east; and
- Various textual and graphical amendments related to the changes listed above; and

WHEREAS, a First Amendment has been prepared to remove provisions related to the public park eliminated by the Project (“First Amendment”).

WHEREAS, on November 5, 2025, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on the First Amendment, took testimony, at which time it received input from staff, the city attorney, and the Applicant; discussed the First Amendment; closed the public hearing; and adopted a resolution recommending that the City Council adopt an

1 ordinance approving the First Amendment; and

2 **NOW THEREFORE, THE CITY COUNCIL AND RIALTO HOUSING AUTHORITY**
3 **OF THE CITY OF RIALTO FINDS AND ORDAINS AS FOLLOWS:**

4 **Section 1.** The above recitals are all true and correct and are hereby adopted as findings.

5 **Section 2.** A Subsequent Environmental Impact Report (Environmental Assessment
6 Review No. 2024-0025) has been prepared for the proposed Project in accordance with the California
7 Environmental Quality Act (CEQA) and it has been determined that the Project will create unavoidable
8 significant impacts to greenhouse gas emissions.

9 **Section 3.** The City Council finds that the First Amendment to the Development Agreement
10 between the City of Rialto and Lewis-Hillwood Rialto Company LLC is consistent with the General
11 Plan and the Renaissance Specific Plan because it will strengthen and diversify the economic base,
12 provide employment opportunities, and maintain a positive business climate.

13 **Section 4.** The First Amendment to the Development Agreement between the City of Rialto
14 and Lewis-Hillwood Rialto Company LLC, as set forth in Exhibit A, is hereby approved.

15 **Section 5.** The City Clerk shall certify to the adoption of this Ordinance, and cause the
16 same to be published in the local newspaper, and the same shall take effect thirty (30) days after its
17 date of adoption.

18 PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

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JOE BACA, MAYOR
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1 ATTEST:

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5 BARBARA MCGEE, CITY CLERK

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7 APPROVED AS TO FORM:

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11 ERIC S. VAIL, CITY ATTORNEY

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1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF RIALTO)
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5 I, BARBARA MCGEE, City Clerk of the City of Rialto, do hereby certify that the foregoing
6 Resolution No. _____ was duly passed and adopted at a regular meeting of the City Council of the
7 City of Rialto held on the _____ day of _____, 2026.

8 Upon motion of Councilmember _____, seconded by Councilmember
9 _____, the foregoing Resolution No. _____ was duly passed and adopted.

10 Vote on the motion:

11 AYES:

12 NOES:

13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
15 Rialto this _____ day of _____, 2026.

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19 BARBARA MCGEE, CITY CLERK
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Exhibit A

WHEN RECORDED RETURN TO:

City of Rialto
City Hall
150 South Palm Avenue
Rialto, CA 92376
Attn: Director of Development Services

Exempt from Filing Fees per Gov. Code section 27383

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Between

THE CITY OF RIALTO
a municipal corporation

and

**LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter "**AMENDMENT**") is entered into effective on the date that the ordinance adopting this First Amendment becomes effective and amends that certain Development Agreement made by and between the CITY OF RIALTO, a municipal corporation (hereinafter "**City**") and LEWIS-HILLWOOD RIALTO COMPANY, LLC, a Delaware limited liability company ("**Developer**"), dated December 13, 2016 and recorded as Document No. 2017-0116096 on March 20, 2017, in the Official Records of San Bernardino County (the "**Agreement**").

City and Developer hereby agree to amend the Agreement as set forth herein. All capitalized terms used herein shall have the same meanings given those terms in the Agreement unless otherwise defined herein.

RECITALS

WHEREAS, CITY is authorized to amend the Agreement pursuant to Section 16.2 of the Agreement and Section 65868 of the Government Code; and

WHEREAS, the CITY has determined that there exists no Default by Developer under the Agreement as set forth in Section 9 of the Agreement; and

NOW, THEREFORE, City and Developer agree to amend the Agreement as follows:

1. DEFINITIONS. The definition of "Public Park" set forth on page 8 is hereby deleted in its entirety. Any reference to the term "Public Park" throughout the Agreement is hereby deleted.

2. PAYMENT TO CITY. Section 5.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3.1 Payments to City. In lieu of payment of Park and Open Space Development Impact Fees for the Overall Project as otherwise required by the Municipal Code and for other consideration as provided for in this Agreement, the Developer will make the following payments which will be utilized by the City for any lawful purpose:

(i) \$90,000 per gross acre for each acre acquired within the Industrial Parcel at the Close of Escrow, not to exceed \$10,800,000.

(ii) \$10,000 per unit for each of the first 650 residential units within the Property, payable upon issuance of Building Permits."

3. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS. Section 8 of the Agreement is deleted in its entirety and replaced with "INTENTIONALLY DELETED".

4. **INTEGRATION.** This Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Amendment, the provisions of the Agreement shall govern the conduct of the parties. To the extent this Amendment conflicts with the Agreement, this Amendment supersedes such previous

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3 documents. In all other respects, the parties hereto re-affirm and ratify all other provisions of the
4 Agreement.
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SIGNATURES FOLLOWS IMMEDIATELY ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below and this Amendment shall be effective on the date that the ordinance adopting this Agreement becomes effective. The term "**Effective Date**" as used in this Amendment means the Effective Date of the Agreement as defined in Section 1 (DEFINITIONS), page 5 of the Agreement.

"CITY"

“Developer”

CITY OF RIALTO,
a municipal corporation

LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: City Administrator

By: LEWIS-RIALTO COMPANY, LLC,
a Delaware limited liability company - Its
Managing Member

Attested to by:

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole
Member

By: Barbara McGee, City Clerk

By: _____
Name: _____
Its: _____

Approved as to form:

By: HGI CA INVESTORS, L.P.,
a California limited partnership

BURKE, WILLIAMS & SORENSEN LLP

By: HGI GP, LLC, a Texas limited liability company, its general partner

By: _____
Eric Vail, City Attorney

By: _____
Name: _____
Its: _____

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Rialto - Renaissance G2339\Development Agreement G2339P\First Amendment to Rialto DA (4.30.25) v1.docx

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 _____)

On _____, 20____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[SEAL]

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 _____)

On _____, 20____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[SEAL]