

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

No Recording Fee Required – Government Code Section 27383

DEVELOPMENT AGREEMENT

Between

THE CITY OF RIALTO

And

LEWIS-HILLWOOD RIALTO COMPANY, LLC,

a Delaware limited liability company

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 13th day of December, 2016, by and between the CITY OF RIALTO, a municipal corporation (the "City") and LEWIS-HILLWOOD RIALTO COMPANY, LLC, a Delaware limited liability company ("Developer"). The City and Developer are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. All capitalized words, terms, and phrases used, but not otherwise defined, in the Recitals shall have the meanings assigned to them in Section 1 of this Agreement.

B. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the "Development Agreement Statute," Sections 65864 *et seq.*, of the California Government Code. The Development Agreement Statute authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein.

C. To ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks the public benefits which are provided in this Agreement.

D. Based on the foregoing, the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to the Development Agreement Statute (Section 65864, *et seq.* of the Government Code) and the rules and regulations adopted by the City for consideration of development agreements, pursuant to Section 65865 of the Government Code.

E. Developer has entered into that certain Second Amended and Restated Contract of Sale for Areas B, C, and D, dated as of September 25, 2012 as implemented by the First Implementation Agreement dated December 13, 2016 (including any subsequent amendments and revisions, the "BCD Contract"), with the City to purchase the "BCD Property." Developer has acquired and conveyed to third parties approximately 138.5 acres of the BCD Property. The Developer has also entered into a Contract of Sale for Area A dated as of January 10, 2017, (including any subsequent amendments to the "Area A Contract") with the City to purchase the "Area A Property." The portion of the BCD Property that has not been conveyed to third parties as of December 13, 2016 and the Area A Property are collectively referred to herein as the "Property." The BCD Contract and the Area A Contract are referenced herein as the "Contracts."

F. The City has closed the Airport pursuant to a Closure Plan and desires for the Developer to develop or cause the Development of the Property pursuant to the Existing Development Approvals.

G. Developer may from time to time transfer all or portions of the Property to one or more developers who will succeed it as the “Developer” under this Agreement with respect to those portions of the Property transferred. Development of the Property shall be undertaken by Developer, and/or successor owners.

H. City Procedures and Actions.

1. The City has approved the Existing Development Approvals for the Development of the Property.

2. On November 30, 2016, the City’s Planning Commission held a public hearing on this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved.

3. In accordance with the Development Agreement Statute, applicable City regulations, and other applicable law, the City Council on December 13, 2016, after conducting a duly noticed public hearing, considered the recommendations of the Planning Commission, adopted Ordinance No. 1584 (the “Ordinance”), to become effective on the thirty-first day after publication, approving this Agreement, having found that its provisions are consistent with the City’s General Plan and with the Specific Plan, and having authorized the execution of this Agreement.

I. The City has fully complied with all of the requirements of the California Environmental Quality Act with respect to review and approval of the Overall Project and this Agreement, including without limitation the City’s review, consideration and certification of the EIR, the Findings of Fact adopted by the City, the Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program applicable thereto.

J. This Agreement and the Overall Project are consistent with the Existing Development Approvals, the General Plan and the Specific Plan.

K. Purpose of this Agreement.

1. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Statute, and with full recognition of the City’s policy of judicious restraints on its police powers, Developer desires to obtain reasonable assurances that the Overall Project may be developed in accordance with the Existing Land Use Regulations and the terms of this Agreement. Developer anticipates making capital expenditures in connection with the Development of the Overall Project in reliance upon this Agreement. In the absence of this Agreement, Developer would have no assurance that it could complete the Overall Project for the uses and to the density and intensity of development set forth in this Agreement and in the Existing Development Approvals. This Agreement, therefore, is necessary to assure Developer that the Overall Project will not be: (1) reduced in density, intensity or use from what is set forth in the Existing Development Approvals; (2) subjected to new rules, regulations, ordinances or official policies which are not related to compliance with State or Federal mandates or health and safety conditions; or (3) subjected to delays for reasons other than health and safety enactments related to critical situations such as, but not limited to, the lack of wastewater treatment capacity, flooding or restricted water supply, as examples.

2. Mutual Objectives. Development of the Overall Project by the Developer in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan and in the Specific Plan. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Overall Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Parties believe that such orderly development of the Overall Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions of this Agreement, including without limitation, imposition of certain fees, public dedications and public improvement requirements, and will further important policies and goals of the City. Additionally, although Development of the Overall Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement will provide the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Developer will receive assurances that the Overall Project may be developed during the term of this Agreement in accordance with the Existing Land Use Regulations and, in accordance with and subject to, the terms and conditions of this Agreement.

AGREEMENT

Based upon the foregoing Recitals, the Parties hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

"Action" shall have the meaning set forth in Section 16.3 below.

"Acquired Parcel" means a parcel of other Property acquired by an LHR successor.

"Airport" means the former Rialto Municipal Airport which comprises the "BCD Property."

"Area A Contract" is defined in Recital E.

"Area A Property" means the approximately 58 acre area of real property located within the Property as shown on the Site Map and described in the Area A Contract.

"Approved Restaurant(s)" means a Full Service Restaurant on the list attached hereto as Exhibit D or such other restaurant as may be approved by the City acting in its sole and absolute discretion.

"Base Fee" is defined in Section 5.5.2.

"BCD Contract" is defined in Recital E.

"BCD Property" means the approximately 436.5 acre area of the real property located within the Property as shown on the Site Map and described in the BCD Contract.

"Breach" is defined in Section 9.1.

“Building Permit,” with respect to any building or structure to be constructed on the Property, means a building permit for not less than the shell and core of such building or structure issued by the Division of Building and Safety of the City.

“CEQA” or “California Environmental Quality Act” means the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*), as may be amended from time to time.

“Certificate of Occupancy,” with respect to a particular building or other work of improvement, means the final certificate of occupancy issued, or the final inspection made by the City with respect to such building or other work of improvement where no certificate of occupancy is required for such building or other work or improvement.

“CFD” means a community facilities district formed pursuant to the CFD Act.

“CFD Act” means the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as may be amended from time to time.

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

“Closure Plan” means the Plan to close the Airport which plan was implemented by the City.

“Construction and Credit Agreement” means a construction and credit agreement as defined in Section 3.33.030 and described in Section 3.33.110 of the Municipal Code in the form customarily utilized by the City.

“Contracts” means the Area A Contract and the BCD Contract.

“Dedicate” or “Dedication” means to offer the subject land for dedication at the time of recordation of the final subdivision map for which such dedication is a condition of approval or as otherwise provided in Section 8.

“Default” is defined in Section 9.1.

“Defaulting Party” shall have the meaning set forth in Section 9.1 below.

“Development” or “Develop” means the improvement of all or any portion of the Property for purposes of constructing and completing the structures, improvements and facilities comprising the Overall Project, including, but not limited to: grading, the construction of infrastructure and public facilities related to the Overall Project whether located within or outside the Property, the construction of buildings and structures, and the installation of landscaping. “Development” or “Develop” also includes the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof; provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

“Developer” means Lewis-Hillwood Rialto Company, LLC, a Delaware limited liability company (“LHR”), and any of the LHR Successors during the period of time that each such person or entity owns fee title to any portion of the Property. The term Developer excludes all Purchaser/Users.

“Development Impact Fees” means a monetary exaction, other than a tax or assessment, imposed by the City pursuant to Chapter 3.33 of the Municipal Code as a condition of approval of the Overall Project for the purpose of defraying all or a portion of the cost of public facilities related to the Overall Project.

“Developer Obligations” means the obligations (as opposed to the rights) of the Developer to Develop the Property in accordance with the Contracts and this Agreement.

“Development Plan” means the Development of the Property pursuant to the Existing Land Use Regulations, the Existing Development Approvals, Future Development Approvals and the Contracts and as to the Development of the Renaissance Marketplace, as shown on the Renaissance Marketplace_Plan.

“Eatery” means any establishment that sells prepared food for on-site or take-out consumption.

“EIR” means the general Environmental Impact Report certified by the City Council on November 9, 2010 (SCH No.2006071021; City Council Resolution No.5918), as supplemented/amended by the subsequent Environmental Impact Report certified by City Council Resolution No. 7045 dated December 13, 2016 and any and all addenda thereto. The EIR provides a project level approval for the Renaissance Marketplace and for Planning Area 108 for all other Property, the EIR provides a program level approval requiring subsequent environmental evaluation prior to development of the Property.

“Effective Date” of this Agreement means the effective date of the Ordinance approving this Agreement.

“Existing Development Approvals” means the Specific Plan, the EIR, and the General Plan as it relates to the Property.

“Existing Land Use Regulations” means all Land Use Regulations in effect as of the Effective Date, including all Existing Development Approvals.

“Financing and Conveyance Map” means any final subdivision map pursuant to the Subdivision Map Act, Government Code Sections 66410 *et seq.* which divides the Property into parcels or lots for financing and conveyance purposes only and which does not authorize development of any kind.

“Force Majeure” shall have the meaning set forth in Section 9.5 below.

“Full Service Restaurant” is a sit-down Eatery with wait staff providing table service, including the on-site sale and consumption of alcoholic beverages (beer and wine at a minimum).

“Future Development Approvals” means the subsequent land use entitlements predicated upon a specific project application, including the precise plan of design, a conditional development permit, variance, and/or other similar approvals, including any subsequent environmental analysis required by CEQA such as Addendum, a Mitigated Negative Declaration, or a Negative Declaration.

“General Plan” means the City General Plan as it exists on the Effective Date, and as expressly amended by (i) General Plan Amendment No. ____ approved by City concurrently with this

Agreement (the “GP Amendment and Zone Changes”); and (ii) future amendments applicable to the Property, as consented to by the Developer in the manner specified in Section 3.6 below.

“Industrial Parcel” means that portion of the Property which is proposed to be developed for industrial use as shown on the Site Plan.

“Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, plan, regulation or official policy, governing any of the following: (i) the conduct, licensing or taxation of businesses, professions, and occupations; (ii) other than as provided in this Agreement, taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or (v) the exercise of the power of eminent domain.

“LHR Successor” means any person or entity (other than a Purchaser/User) who acquires fee title to some or all of the Property (the “Acquired Parcel”) from the Developer, prior to or after the development of such portion of the Property, but with the intent to further develop such portion of the Property prior to its ultimate use by a Purchaser/User. The Acquired Parcel shall remain subject to the terms of this Agreement until all or a portion of the Acquired Parcel is sold or leased to a Purchaser/User. See the definition for Purchaser/User.

“Local Agency” means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Overall Project, including, but not limited to, the City.

“Lot” means any of the parcels legally created as a result of any approved final subdivision parcel or tract map or recordation of a condominium plan pursuant to the California Civil Code Section 1352 for the Property pursuant to the Subdivision Map Act, Government Code Sections 66410 *et seq.*

“Major Tenant” means a retail tenant of not less than 25,000 square feet of gross leasable area.

“Mitigated Negative Declaration” means a mitigated negative declaration as defined in CEQA.

“Mitigation Monitoring and Reporting Program” or “MMRP” means the document prepared pursuant to Section 15097 of the Guidelines for Implementation of the California Environmental Quality Act. The Mitigation Monitoring and Reporting Program summarizes the impacts, mitigation measures, and resulting level of significance after mitigation for each of the relevant evaluation areas for a proposed project.

“Mortgage” means a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

“Mortgagee” means the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

“Mortgagee Successor” means a Mortgagee or any third party who acquires fee title or any rights or interest in or with respect to the Property or any portion thereof through foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise from or through a Mortgagee. If a Mortgagee acquires fee title or any right or interest in or with respect to the Property or any portion thereof through foreclosure or trustee’s sale or by deed in lieu of foreclosure or trustee’s sale and such Mortgagee subsequently conveys fee title to such portion of the Property to a third party, then such third party shall be deemed a Mortgagee Successor.

“Municipal Code” means the City of Rialto Municipal Code, as the same existed as of the Effective Date of this Agreement and as may be amended from time to time consistent with this Agreement. Any such amendments shall be applicable to the Property unless any amendments are limited or deemed inapplicable by this Agreement.

“Negative Declaration” means a negative declaration as defined by CEQA.

“Non-Defaulting Party” shall have the meaning set forth in Section 9.1 below.

“Overall Project” means the Development of the Property pursuant to the Development Plan.

“Overall Project Facilities” means those public improvements identified in the Development Plan or other regulatory approvals for the Overall Project as conditions of the Overall Project, or public improvements identified in the Future Development Approvals.

“Park and Open Space Fees” means both (i) Parks and Recreation Development Impact Fees levied by the City for Park Development pursuant to Section 3.33.150 of the Municipal Code, and/or this Agreement and (ii) Open Space Development Impact Fee levied by the City pursuant to Section 3.33.250 of the Municipal Code and/or this Agreement.

“Property” means (a) the portion of the BCD Property that has not been conveyed to third parties as of December 31, 2016 and the Area A Property, and (b) the real property owned by Developer within the boundaries of the Specific Plan as of the date of this Agreement, as described in Exhibit A attached hereto; and (d) any additional real property acquired by Developer within the boundaries of the area of the Specific Plan after the Effective Date.

“Property Owner’s Association” or “POA” means an association formed among the owners of real estate located within the Property (as the same may be subdivided from time to time), including but not limited to one or more homeowners’ association and/or other associations of owners of residential, industrial, commercial, educational and retail property.

“Processing Fees” means the following: (i) the City’s normal fees for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover the City’s costs associated with processing, review and inspection of applications, plans, specifications, etc.; and (ii) fees and charges levied by any other public agency, utility, district or joint powers authority to recover such entity’s actual costs solely for the processing of applications and other requests for approvals necessary for the

construction, completion, and operation of the Property, whether or not such fees are collected by the City.

“Public Park” is identified in Section 8.1.1.

“Purchaser/User” is defined in Section 2.3 below.

“Renaissance Marketplace” means that certain retail development in the area identified as Town Center in the Specific Plan, generally consisting of commercial and retail uses on approximately 56 acres of the Property the Development for which is more specifically shown on the Renaissance Marketplace Plan.

“Renaissance Marketplace Plan” describes the development proposal for the Renaissance Marketplace Plan and is attached hereto as Exhibit E and incorporated herein by reference.

“SANBAG” means the San Bernardino Associated Governments, the council of governments and transportation planning agency for the County of San Bernardino.

“Site Map” is the map attached hereto as Exhibit B and incorporated herein by reference.

“Specific Plan” means the Renaissance Specific Plan, approved by City pursuant to Ordinance No. 1478 adopted on November 9, 2010, as amended by the City pursuant to Resolution No. 7047 adopted on December 13, 2016.

“Taxes” means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Property disproportionately to similar types of development in the City or, in the case of an assessment or special tax, do not provide a special benefit to the Property and are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees or Processing Fees.

“Term” shall have the meaning set forth in Section 2.2 below.

“Theater Complex” means a multi-screen cinema operated by a regional or national operator consisting of 10 or more screens with first run movies.

“Third-Party Legal Challenge” means any referendum or an Action that is instituted and which might affect or challenge the validity or enforceability of the Ordinance or this Agreement including its Exhibits, or any provision thereof, or any document implementing the provisions contained in this Agreement including its Exhibits.

“Traffic Improvements” means those traffic improvements identified in the EIR as such or required as a condition of Development pursuant to the Existing Development Approvals.

“Traffic Study” means that certain traffic study prepared by LSA Associates Inc. and all supplemental reports included in Appendix H to the EIR certified by City Council Resolution No. 7045 on December 13, 2016.

“Uniform Construction Codes” shall have the meaning set forth in Section 3.9.4 below.

“Vertical Construction” means commencement of framing for not less than 250,000 square feet of buildings.

“Zoning Code” shall refer to the City of Rialto Municipal Code, Title 18, Chapters 18.02 *et seq.*, as the same existed as of December 13, 2016, (i) as amended by any zone change relating to the Property approved concurrently with the approval of this Agreement, and (ii) as the same may be further amended from time to time provided such amendments shall be applicable to the Overall Project unless any such amendments are limited or deemed inapplicable by this Agreement.

2. EFFECT OF AGREEMENTS.

2.1 Effect of Development Agreement. The Parties intend and direct that this Agreement be the full understanding between the Parties as to Developer rights with respect to Development of the Property (as opposed to obligation as set forth in the Contracts) pursuant to the Development Plan, and that any interpretation of or dispute with respect to such rights be resolved by reference to this Agreement; provided, however, in the event of any inconsistency between the Agreement and either of the Contracts with respect to Developer Obligations, the terms of the BCD Contract and/or Area A Contract, as applicable, shall control; provided, however, notwithstanding the foregoing, the terms of this Agreement shall control with respect to the provisions of Section 6 hereof which shall survive termination of this Agreement.

2.2 Term. The term of this Agreement (as the same may be extended, the “Term”) shall commence on the Effective Date and, except for those provisions in this Agreement that expressly survive the expiration of this Agreement, shall continue thereafter for a period of ten (10) years from and after the Effective Date, with two (2) additional optional extensions of five (5) years for each extension, at the sole discretion of Developer, upon satisfaction of the conditions stated in this Section 2.2, unless this Agreement is terminated, modified or extended by circumstances set forth in this Agreement or by mutual written consent of all of the Parties. As a condition to Developer’s right to extend the Term as set forth in the preceding sentence, as of the tenth anniversary of the Effective Date (a) the Developer shall not be in Default with the contracts or this Agreement, (b) subject to any Force Majeure delays, Certificates of Occupancy shall have been issued for both (i) not less than seventy five percent (75%) of the residential units permitted by the Existing Development Approvals and (ii) not less than seventy five percent (75%) of the square feet of commercial/retail seventy five percent (75%) of the square feet of industrial, and fifty percent (50%) of the square feet of office space permitted by the Existing Development Approvals. As a further condition to Developer’s right to extend the Term as set forth in the preceding sentence, as of the fifteenth anniversary of the Effective Date (subject to any Force Majeure delays) Certificates of Occupancy shall have been issued for both (a) not less than ninety percent (90%) of the residential units permitted by the Existing Development Approvals and (b) not less than ninety percent (90%) of the square footage of commercial/retail, ninety percent (90%) of the square footage of industrial, seventy five percent (75%) the square footage of the office space permitted by the Existing Development Approvals. However, in the event that maximum number of residential units or maximum square footage of commercial/retail, industrial, and/or office development is reduced by action of other governmental entities with jurisdiction or by a court, the maximum number of residential units and/or commercial, industrial, office, and retail space shall be reduced accordingly and the aforementioned percentages prorated.

2.3 Termination Upon Sale of Individual Lots to Public and Completion of Construction. The provisions of this Agreement shall terminate with respect to any individual Lot and such Lot shall be released from and shall no longer be subject to this Agreement (without the execution or recordation of any further document or the taking of any further action) upon the satisfaction of both, BUT ONLY UPON THE SATISFACTION OF BOTH, of the following conditions: (i) the Lot has been finally subdivided and sold, leased (for a period longer than one (1) year as evidenced by a written lease) or otherwise conveyed to a member of the public or any other person or entity who does use, or intends to use, the Lot for its own purposes consistent with the Development Plan and the Land Use Regulations then in effect without further conveyance to another person or entity (collectively, "Purchasers/Users") except that a commercial/retail, industrial, office, or multi-family residential landlord (a "Master Landlord") (a) may lease to its tenants in the normal course of such Master Landlord's business and (b) may sell pads to pad users (or the immediate landlords of such pad users) as part of the overall commercial/retail, industrial, or office, development operated on such Lot; and (ii) a Certificate of Occupancy has been issued for the building or buildings on the Lot. Such Purchasers/Users (whether Master Landlords, residents of single-family units, or other ultimate users of all or a portion of any Lot) are not Developers for the purposes of this Agreement. The City shall cooperate with the Developer, at no cost to the City, in executing in recordable form any document that the Developer may submit to confirm the termination of this Agreement as to any such Lot.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Applicable Regulations; Vested Right to Develop. During the Term of this Agreement, the terms and conditions of Development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, maximum height and size of proposed buildings and provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Existing Land Use Regulations and in the Existing Development Approvals subject to the provisions of Section 3.9 of this Agreement.

3.1.1 Vested Right to Develop. Subject to the terms and conditions of this Agreement, the Developer shall have the vested right to carry out and develop the Property in accordance with the Existing Land Use Regulations and the Existing Development Approvals. In furtherance of the foregoing, the Developer retains the right to apportion the uses, intensities and densities, between itself and any subsequent developers or owners, upon the sale, transfer, or assignment of any portion of the Property, so long as such apportionment is consistent with the Existing Development Approvals and the Existing Land Use Regulations.

3.1.2 Right to Future Development Approvals. Subject to the reserved powers described in Section 3.9 and compliance with CEQA, the Developer shall have a vested right: (i) to receive from the City all Future Development Approvals for the Property that are consistent with and implement the Existing Land Use Regulations, the Existing Development Approvals, and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons which are inconsistent with the Existing Land Use Regulations, the Existing Development Approvals or this Agreement including, except as to the provisions of Section 6 hereof, for reasons relating to types of uses or users that are not prohibited by the Existing Land Use Regulations, Existing Development Approvals and this Agreement; and (iii) to develop the Property in a manner consistent with such approvals in accordance with the Existing Land Use Regulations, the Existing Development Approvals and this Agreement.

3.1.3 Vesting of Future Development Approvals. Subject to Section 3.6 and compliance with CEQA, any Future Development Approvals for the Property, including without limitation amendments to the General Plan, Specific Plan, zoning ordinance, or parcel or tract maps shall, upon approval by the City, be vested in the same manner as provided in this Agreement for the Existing Land Use Regulations and the Existing Development Approvals.

3.2 Tentative Subdivision Maps. With respect to applications by the Developer for tentative subdivision maps for all or portions of the Property, the Developer may file and process vesting tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of the City's subdivision ordinance, as the same may be amended from time to time. The term of such tentative maps shall be extended automatically to be coterminous with the Term of this Agreement. The Developer has advised City that the Developer intends to file multiple final subdivision maps, as may be determined by the Developer in its sole and absolute discretion. City agrees that it shall permit the filing of multiple final subdivision maps in accordance with the procedures set forth in Government Code Section 66456.1. Each tentative map prepared for portions of the Property comprised of a residential subdivision will comply with the provisions of Government Code Section 66473.7

3.3 Financing and Conveyance Maps. The Developer may file one or more tentative tract maps dividing the Property into separate legal lots or parcels for financing and conveyance purposes only (each, a "Financing and Conveyance Map"). A Financing and Conveyance Map shall not authorize any Development of the Property, and shall not be subject to any condition, exactions, or restrictions other than monumentation and other similar conditions that do not require the payment of money by the Developer and do not require the installation or construction of any infrastructure improvements by the Developer, and which the City commonly imposes on similar financing and conveyance maps.

3.4 Processing of Applications and Permits. Upon satisfactory completion by the Developer of all required preliminary actions and payment of appropriate Processing Fees, if any, the City shall promptly proceed to process, check, and make a determination on all applications for development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code) and other applicable provisions of law, as the same may be amended from time to time.

3.5 Other Governmental Permits. Provided that the Developer pays the cost of such cooperation, the City shall cooperate with the Developer in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over the applicable portion of the Property for which such permit or approval is sought, provided that such permits and approvals are consistent with the Existing Land Use Regulations, the Existing Development Approvals and other City approvals for development of the Property; and provided further that such approvals are consistent with applicable regulatory requirements. The City does not warrant or represent that any other governmental or quasi-governmental permits or approvals will be granted.

3.6 Subsequent General Plan Amendments and Zone Changes. The Developer shall be vested in its respective right to the Development of the Property in accordance with the Existing Land Use Regulations and the Existing Development Approvals. Accordingly, any

amendment to the General Plan, amendment to the Specific Plan, or zone changes or any other regulatory approvals with respect to Development of any portion of the Property will not become effective as to such portion of the Property unless consented to in writing by the Developer and unless such amendments, changes, or approvals are consistent with CEQA and any other applicable provisions of general law then in existence. By this paragraph the City does not represent that it will accept, process or approve any amendment to the General Plan or, Specific Plan, zone change or other regulatory action; provided that the City shall, subject to and consistent with its police power authority, accept, process and approve all regulatory actions required in order to effectuate the vested rights and benefits to the Developer contained in this Agreement.

3.7 Public Benefits.

3.7.1 Local and Regional Public Benefits. This Agreement provides assurances that the public benefits identified below in this Section 3.7 will be achieved and developed in accordance with the terms of this Agreement. The Overall Project will provide local and regional public benefits to the City, including without limitation:

(i) Implement Redevelopment of Airport. The development of the Property will implement the General Plan and facilitate the redevelopment of the Airport and surrounding properties, helping to alleviate blighted conditions. The Overall Project will provide a mix of commercial, business, educational, recreational, and residential uses that will enable residents to live, play, work and shop in one community.

(ii) Increase Tax Revenue. The development of the Property in accordance with the terms of this Agreement will result in increased ad valorem real property and sales tax and other revenues to the City, helping to finance improved public services for the residents of Rialto.

(iii) Employment Opportunities. The Overall Project will enhance the City's employment base by providing a range of employment opportunities for unskilled, semi-skilled, and skilled workers and improve the City's jobs to housing balance.

(iv) Reduce Traffic Congestion. The Overall Project will include improvements and contribute fees to improvements that will reduce congestion on local streets.

(v) Public Schools. The Overall Project will make land available for the construction of a public school.

(vi) Parks and Recreation. The Overall Project will improve park and recreation opportunities for residents of the Overall Project and the residents of Rialto by providing public and private parks in excess of those required by the Municipal Code.

(vii) Range of Housing Types. The Overall Project will provide a range of housing types at various affordability levels.

(viii) New Goods and Services. The Overall Project will provide new goods and services for the existing and future residents of Rialto, including new entertainment, dining, and shopping options.

(ix) Facilitate Surrounding Development. The Overall Project will encourage development of surrounding under-utilized property.

3.8 Assurances to Developer. The Parties acknowledge that the substantial public benefits to be provided by the Developer to the City pursuant to this Agreement are in consideration for and reliance upon assurances that the City will permit Development of the Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict or limit the Development of the Property in any manner that would conflict with the provisions of this Agreement. The City acknowledges that the Developer cannot at this time predict the timing or rate at which the Property will be developed, and, except as set forth in Section 6 hereof and the Contracts, this Agreement does not require Developer to proceed with Development of the Property. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules and other factors which are not within the control of the Developer or the City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the Pardee case by acknowledging and providing in this Agreement that, except as provided in Section 6 hereof and the Contracts, the Developer shall have the vested right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of the Developer's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by the City's electorate, or the adoption of an ordinance, regulation or policy by the City Council after the Effective Date, to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence and, except as provided in Section 6 hereof and the Contracts, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent that such moratorium, referendum or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, the Developer acknowledges and agrees that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations or the Existing Development Approvals relating to the phasing of Development of the Property; or (ii) restricting the City from exercising the powers described in Section 3.9 of this Agreement to regulate development of the Property.

3.9 Reservations of Authority. Notwithstanding any provision set forth in this Agreement to the contrary, the laws, rules, regulations, official policies and conditions of approval set forth below in this Section 3.9 shall apply to and govern Development of the Property.

3.9.1 Consistent Future City Regulations. City ordinances, resolutions, regulations and official policies adopted or approved after the Effective Date pursuant to procedures provided by law which do not conflict with and which are not inconsistent with the Existing Land Use Regulations, the Existing Development Approvals, and this Agreement shall apply to and govern Development of the Property. Except as to the fees described in Exhibit C but otherwise without limitation, any future City regulations, whether adopted by voter initiative or City Council action or otherwise, which materially increase the cost of development, require other than market-rate rental or for-sale housing, reduce the density or intensity of the Overall Project below that permitted by the

Existing Land Use Regulations and the Existing Development Approvals or materially limit the rate, timing or sequencing of development of the Property, or otherwise materially restrict any of the permitted uses, density, improvements, and construction shall be deemed inconsistent with this Agreement and shall not be applicable to the development of any portion the Property, unless the Developer expressly so consents. The Parties understand and agree that this Section 3.9.1 applies to the City's future adoption of ordinances, resolutions, regulations and official policies, but not to the imposition of conditions on future discretionary applications such as subdivision maps, conditional use permits, master plans, or similar approvals. The extent to which the City may impose conditions in connection with the evaluation of such subsequent discretionary applications is governed by the standards set forth in Section 3.9.7, below.

3.9.2 Overriding and/or Preemptive State and Federal Laws and Regulations. State and federal laws and regulations, including those of their regional agencies or departments such as the Regional Water Quality Control Board, which override and/or preempt local laws and regulations shall override the Developer's vested rights set forth in this Agreement and shall apply to the Property, together with any City ordinances, resolutions, regulations and official policies which are necessary to enable the City to comply with such overriding state and federal laws and regulations; provided, however, that (i) the Developer does not hereby waive its right to challenge or contest the validity of any such state, federal or local laws, regulations or official policies; and (ii) in the event that any such state or federal law or regulation (or City ordinance, resolution, regulation or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such state or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption and amendment of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect thereto.

3.9.3 Public Health and Safety. Any City ordinance, resolution, regulation, or official policy, which is reasonably necessary to protect persons on the Property in the immediate community, or both, from conditions dangerous to their health, safety, or both, shall apply to the Property notwithstanding that the application of such ordinance, resolution, regulation, or official policy or other similar limitation would result in the impairment of Developer's vested rights under this Agreement and even if deemed inconsistent with the Agreement as described in Section 3.9.1. Any such regulations must constitute a valid exercise of the City's police power and must be applied and construed so as to provide the Developer, to the maximum extent possible, with the rights and assurances provided under this Agreement.

3.9.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property as those Uniform Construction Codes are defined from time to time. As used herein, the term "Uniform Construction Codes" currently includes, collectively, the California Building Codes, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the Uniform Solar Energy Code, the Uniform Swimming Pool, Spa and Hot Tub Code, the Uniform Housing Code, the Uniform Administrative Code and the California Fire Code (including amendments thereto), as modified and amended by official action of the City in accordance with the provisions of Health and Safety Code Section 17958.7. Notwithstanding the foregoing, no Development within the Overall Project shall be subject to any provision in any of the Uniform Construction Codes, adopted by the State of California, but modified by the City so as to be more restrictive than the provisions of the then

applicable Uniform Construction Codes, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including but not limited to California Health and Safety Code Section 18941.5.

3.9.5 Prevailing Wages. The Developer shall carry out the Development of the Property in conformity with all applicable federal and state labor laws (including, without limitation, if applicable, the requirement under California law to pay prevailing wages and to hire apprentices). The Parties believe that, except as to the Overall Project Facilities, neither the state nor any political subdivision of the state, including without limitation the City, shall contribute public funds to the Overall Project; nor will the state or any political subdivision retain any proprietary interest in the Overall Project. Accordingly the Developer believes that only the construction of such Overall Project Facilities may be subject to the requirements of Labor Code Section 1720, *et seq.* relating to the payment of prevailing wages and the hiring of apprentices. Notwithstanding the foregoing, the Developer and the contractors with respect to the Overall Project and the Overall Project Facilities shall be solely responsible for determining and effectuating compliance with such laws and City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Overall Project and/or the Overall Project Facilities or any part thereof. The Developer hereby expressly acknowledges and agrees that City has not previously affirmatively represented to the Developer and its contractor(s) with respect to the Development of the Overall Project, in writing or otherwise, that any construction undertaken with respect to the Overall Project is not a "public work," as defined in Section 1720 of the Labor Code. Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or increased costs (including reasonable attorneys' fees, court fees, and other litigation costs including but not limited to fees of expert witnesses) which, in connection with constructions related to the Development of the Property (as defined by applicable law and/or California labor law), results in or arises from the following: (1) the noncompliance by Developer with any applicable state and/or federal law (including, without limitation, if applicable, the requirement to pay prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or indemnification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with the Development of the Project by the Developer, including, without limitation, Developer's construction contracts for any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the Development of the Overall Project. This Section 3.9.5 shall not apply to the Developer with respect to Development that is undertaken by the City or other third party unrelated to the Developer.

3.9.6 Eminent Domain. The City shall not be required to exercise its power of eminent domain in connection with the Overall Project, except as may be required for any mitigation measure or condition of approval included in the Existing Development Approvals or Future Development Approvals that requires the Developer to acquire real property not part of the Property. In the event Developer is unable, after exercising reasonable efforts, including but not limited to its rights under Sections 1001 and 1002 of the California Civil Code, to acquire the

necessary property interests, and if so requested by the Developer and upon the Developer's provision of adequate security for costs the City reasonably may incur, the City shall use reasonable good faith efforts to negotiate the purchase of the necessary real property at a price acceptable to the Developer. Upon the failure of the City to acquire such real property by negotiation, the City agrees to consider use of its eminent domain power to acquire such real property. However, nothing in this Agreement shall be construed to require the City to acquire such real property by the exercise of such powers, which shall be exercised only in the sole discretion of the City and only after the City has determined that there is substantial evidence of each of the following:

- (i) The public interest and necessity require the acquisition of such property for the purpose of constructing or installing public improvements thereon;
- (ii) Such public improvements are planned and located in the manner that will be more compatible with the greatest public good and the least private injury;
- (iii) Such property is necessary for such public improvement; and
- (iv) That either the offer required by California Government Code Section 7267.2 has been made to the owner of the property in question, or that offer has not been made because the owner of the property in question cannot be located with reasonable diligence.

Prior to undertaking any proceedings for voluntary acquisition or condemnation, the City and the Developer (if subject to the requirement to acquire such property) shall enter into an agreement which requires the Developer's deposit with the City of an amount of funds estimated by the City to be necessary to reimburse it for all costs and expenses incurred relative to such acquisition or condemnation, including without limitation, the City staff time, voluntary acquisition or judicial award costs, court costs, appraisal and engineering costs, attorney's fees, expert witness fees and other reasonably necessary litigation costs. The failure of the Developer to enter into such agreement with the City shall relieve the City of all of its obligations pursuant to this Section 3.9.6 of this Agreement; provided, however, that the Developer shall still be obligated to construct the required public improvement or substitute improvements and facilities, at no greater cost, as determined by the City. Nothing herein shall constitute a waiver by Developer of its rights under Government Code Section 66462.5.

3.9.7 Police Power. In all respects not provided for in, or limited by, this Agreement, the City shall retain full rights to exercise its police power to regulate the Development of the Property, and any uses requiring a site plan, tentative tract map, master plan, or other discretionary permit or approval as required pursuant to the Existing Land Use Regulations or Existing Land Use Approvals. The City's discretion with respect to such actions shall be exercised consistent with the Developer's vested rights under this Agreement as set forth in Section 3.1. The City acknowledges, pursuant to Government Code Section 65865.2, that the conditions, terms, restrictions, and requirements for subsequent discretionary actions or permits shall not prevent Development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

4. DEVELOPMENT PLAN AND SPECIFIC PLAN.

4.1 Development Plan. Development of the Property shall be governed by the Development Plan and this Agreement. Except as provided in Section 6 and the Contracts, the

Developer shall have the right but not the obligation to build the uses specified in the Development Plan at the locations specified in the Development Plan.

4.2 Priority of Specific Plan. The City has determined that the Specific Plan is consistent with the General Plan and the Zoning Code. As such, the Specific Plan shall be the primary document governing the use and Development of the Property.

5. FEES.

5.1 Processing Fees. During the Term of this Agreement, the City may require the Developer to pay all Processing Fees applicable to the Development of the Overall Project, at the rates then in effect with respect to the applicable payment date.

5.2 Development Impact Fees.

5.2.1 Limit on Exactions, Mitigation Measures, Conditions and Development Fees. Except for those fees expressly set forth in Section 5.3.1 below and subject to the changes in the amount of the Development Impact Fees applicable to the Property, the City shall charge and impose only those exactions, mitigation measures and conditions of approval, including, without limitation, dedications as are set forth in the Existing Development Approvals or Future Development Approvals, and those Development Impact Fees established for the privilege of Developing the Property as are expressly set forth in Exhibit C attached hereto, and no others.

5.2.2 Payment of Development Impact Fees. The Developer shall pay all Development Impact Fees with respect to Development commenced on the portion of the Property owned by the Developer. The Development Impact Fees shall be calculated and paid concurrent with the issuance of a Building Permit for a building, and shall be calculated based upon the developed land area, the number of residential units, the square footage of non-residential development included in such building on the land area, as applicable. The Developer may construct specific improvements in lieu of paying Development Impact Fees in accordance with Construction and Credit Agreements approved by the City on a project-by-project basis.

5.3 Park and Open Space Fees and Park Improvements. The Developer shall provide the City with the fees, land, and improvements described in Sections 5.3.1 and 5.3.2. No other provision of fees, land, improvements or other exactions related to park, recreation or open space shall be required for the Development of the Overall Project as the provision of the following shall be deemed full satisfaction thereof.

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, together with the funds described in Section 8.1, will be utilized by the City to cause the acquisition of land and construction of improvements with respect to the Public Park by the City, as described in Section 8.1:

(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.

5.3.2 Construction of Private Recreation Facilities. The Specific Plan identifies two (2) private parks of approximately 0.5 acres each, and one (1) recreation center on approximately 1.5 acres as illustrated in the Specific Plan. The Developer shall construct at least one (1) private recreation center, which may be gated and accessible only to all or some of the residents of the Overall Project. The recreation center will include a clubhouse of not less than the greater of (i) 4,000 square feet or (ii) five (5) square feet per dwelling unit within the POA. The recreation center building shall consist of restrooms, meeting rooms, and other amenities, including storage and equipment spaces, and a swimming pool as provided in the Specific Plan. The POA shall maintain and operate the private recreation facilities. The three private recreation facilities shall be constructed in the order elected by the Developer, provided, however, the first must be completed prior to the issuance of a Certificate of Occupancy for the 200th residential unit within the Property, the second must be completed prior to the issuance of a Certificate of Occupancy for the 600th residential unit within the Property, and the third must be completed prior to the issuance of a Certificate of Occupancy for the 950th residential unit within the Property:

6. SPECIAL INDUSTRIAL AND RETAIL REQUIREMENTS.

6.1 Industrial Expansion. The Developer shall not commence the Development and the City shall not issue, grading and/or Building Permits for industrial property located between Linden Avenue and Locust Avenue, from 1,350 feet north of Miro Way on the south to Renaissance Parkway on the north, until satisfaction of the following conditions precedent, unless such conditions are waived by resolution of the City Council:

(a) Developer shall have commenced the construction of horizontal improvements for the Renaissance Marketplace within forty-five (45) days after the Effective Date, which improvements shall consist of the water line relocation, the on-site rough grading required for not less than 250,000 square feet of commercial space and off-site street and utility improvements.

(b) All horizontal improvements for the Renaissance Marketplace described in Section 6.1(a) have been substantially completed.

(c) Building Permits have been issued and Vertical Construction has commenced for not less than 250,000 square feet of commercial space in the Renaissance Marketplace, including at a minimum, the Theater Complex, and not less than 3 of the Major Tenants totaling not less than 125,000 square feet total, gross leasable area.

6.2 Restaurant Requirement. Developer shall be required to construct not less than three (3) full service sit-down restaurants, the first of which shall be an Approved Restaurant. Unless waived by resolution of City Council, acting in its sole and absolute discretion, Developer shall have commenced Vertical Construction of not less than one (1) full service Approved Restaurant within the Renaissance Marketplace south of Renaissance Parkway before the City issues a Building Permit for the fourth (4th) Eatery south of Renaissance Parkway.

7. PAYMENT FOR CERTAIN PUBLIC IMPROVEMENTS AND FINANCING OF SAME.

7.1 Formation of the CFD. The City and Developer agree to consider the formation of one or more CFD(s) encompassing all or a portion of the Property in order to finance specified Overall Project Facilities, other City facilities, and, with respect to CFDs that include residential property, City services. The financing of the acquisition of any of the Overall Project Facilities with the special taxes or proceeds of bonds of any such CFD shall not preclude the grant of credit against any applicable Development Impact Fee relating to such Overall Project Facilities.

7.2 Reimbursement Agreements. If and to the extent that the Developer constructs or installs any Overall Project Facilities that have a capacity or size in excess of that required for use solely within the Overall Project, the City shall enter into reimbursement agreements with the Developer with a term of not less than twenty (20) years providing for reimbursement to the Developer (including a rate of interest equal to three percent [3%] per annum) of all costs and expenses incurred by the Developer for such improvements for that portion of the dedications, public facilities and/or infrastructure that the City, pursuant to this Agreement, may require pursuant to the Existing Land Use Regulations, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Overall Project or development on the Property (payable solely by a third party developer who benefits from such Proposed Overall Project Facility. City further agrees to adopt ordinances, including but not limited to those authorized by Government Code Section 66485 *et seq.*, as may be required in order to impose a reimbursement obligation on other properties which may be served or benefited by the oversized infrastructure or facilities.

7.3 Limitations on CFD Special Taxes for Services. Each CFD that includes residential units shall be authorized to levy an annual special tax for City services on such residential units only in an amount not to exceed \$390 per residential unit, subject to a 2% increase each July 1, commencing July 1, 2017. The amount of the maximum annual special tax established for a particular CFD may be lower than the maximum amount specified in the preceding sentence if the Developer submits to the City prior to formation of the CFD a fiscal impact analysis with respect to the proposed development within the CFD and, on the basis of such analysis, the City is able to reasonably determine that a lower maximum special tax is sufficient to eliminate any negative fiscal impacts of such development with respect to City services.

8. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS.

8.1 Park Improvements.

8.1.1 Public Park. The Specific Plan identifies a 20± acre Public Park within Planning Area 126, including lighted sports fields, play courts, playground equipment, picnic areas, and community buildings. The Public Park site is currently owned by several parties, including the City (7.1 acres), the Rialto Successor Agency (9.7 acres), and a private party (3.4 acres), as shown on the Site Map (collectively, the "Public Park").

The City and Developer estimate that the cost to acquire the property for the Public Park and construct improvements thereon, in accordance with the Public Park Plan and

Specifications, will be approximately Twenty-Two Million Dollars (\$22,000,000). In addition to the fees described in Section 5.3.1, the City will utilize the following for such costs:

(i) The sum of \$2,100,000 from the Article VI Escrow Account, as defined in the BCD Contract, payable to the City at the next Closing under the Area A Contract or BCD Contract. In the event that \$2,100,000 is not available in the Article VI Escrow Account when required to be utilized by the City in the acquisition of the proposed Public Park, Developer will make up any such deficiency upon thirty (30) days written demand.

(ii) The purchase price for the retail property pursuant to the BCD Contract in the amount of approximately \$5,142,000 shall be retained by the City for use by the City for the Public Park.

To the extent the City is able to acquire the property for the Public Park, receives the funds described above, and the Developer pays to the City the amounts described in Section 5.3.1, the City shall be obligated to construct the Public Park for a total cost, including land and improvements, not to exceed Twenty-Two Million Dollars (\$22,000,000). The City shall acquire land for the proposed Public Park that is subject to the BCD Contract within three (3) months following the Developer's payment of all fees required by Sections 5.3.1(i) and 5.3.1(ii), the Developer's acquisition of not less than 150 acres of the BCD Property after December 13, 2016 and the Developer's acquisition of the first parcel of non-retail land east of Linden.

Notwithstanding the above, the City may use the funds described in Section 5.3.1 and this Section 8.1 for any other lawful purpose if it is able to construct the Public Park with other funds.

9. DEFAULT AND REMEDIES.

9.1 Notice and Opportunity to Cure. Before this Agreement may be terminated or action may be taken to obtain relief in a manner consistent with this Agreement, the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Section 9.1. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement (the "Breach"). However, the Non-Defaulting Party must provide written notice ("Default Notice") to the Defaulting Party setting forth, with reasonable specificity, the nature of the Breach the actions, if any, required by the Non-Defaulting Party to cure such Breach. The Defaulting Party shall be deemed in "Default" of its obligations set forth in this Agreement if the Defaulting Party has failed to take action to cure the Breach within twenty (20) days after the date of such Default Notice (for monetary defaults), within thirty (30) days after the date of such Default Notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary Breach cannot be cured within such thirty (30) day period, as long as the Defaulting Party does each of the following, then the Defaulting Party shall not be deemed in Breach of this Agreement:

(i) within twenty (20) days after receiving the Default Notice, notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Breach is not curable within the thirty (30) day period;

(ii) within twenty (20) days after receiving the Default Notice, notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the Breach;

(iii) promptly commences to cure the Breach within the thirty (30) day period;

(iv) makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(v) diligently prosecutes such cure to completion.

9.2 Default Procedures. Subject to Section 9.3 and Section 9.4, in the event of a Default, the Non-Defaulting Party, at its option, may institute an action pursuant to Section 9.6 to cure, correct, or remedy such Default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance (including injunctive relief), or pursue any other remedy otherwise permissible under this Agreement. In addition to or as an alternative to exercising the remedies set forth in this Section 9.2, if there occurs a Default by the Developer, the City may give notice of its intent to terminate or modify this Agreement with respect to the portion of the Property then owned by the Developer, and may carry through on that notice and intent to terminate, pursuant to the Development Agreement Statute or related City regulations, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Statute or related City regulations.

9.3 Limitations on Defaults. Notwithstanding any provision in this Agreement to the contrary, a Breach and/or Default by the Developer shall not constitute a Breach and/or Default by a Purchaser/User or any other owner of a portion of the Property which is not the owner of the Property that is the subject of the Breach and/or Default. Likewise, a Breach and/or Default by a Purchaser/User with respect to a Lot (or group of Lots) it owns or leases shall not constitute a Breach and/or Default by the Developer, nor shall the Breach and/or Default of the Purchaser/User of a portion of the Property not owned by the Developer constitute a Breach and/or Default of the Developer. Therefore, (i) no Purchaser/User shall have any liability to the City (or otherwise) for or with respect to any Breach and/or Default of the Developer or any Breach and/or Default of any Purchaser/User, (ii) the Developer shall have no liability to the City (or otherwise) for or with respect to any Breach and/or Default by any Purchaser/User, and (iii) the City's election to terminate this Agreement as a result of a Breach and/or Default by the Developer or a Purchaser/User shall not result in a termination of this Agreement with respect to either (x) any portion of the Property not then owned by the Developer or (y) those Lots owned or leased by a Non-Defaulting Party until such time that this Agreement would otherwise terminate in accordance with its terms.

9.4 Parties' Exclusive Remedies.

9.4.1 Limitation on Remedies. The Parties acknowledge that they would not have entered into this Agreement if either Party were to be liable in damages under or with respect to this Agreement, the Development Plan, or the application thereof, or any permit or approval sought by City or the Developer in accordance with the Development Plan, except as provided in this section. Accordingly, the Developer covenants on behalf of itself and its successors and assigns, not to sue the City, and the City on behalf of itself and its successors and assigns, not to sue the Developer, for damages or monetary relief for any breach of this Agreement or arising out of

or connected with any dispute, controversy or issue regarding the application, interpretation or effect of this Agreement, the Development Plan, or any land use permit or approval sought in connection with the development or use of the Property or any portion thereof. The Parties agree that declaratory and injunctive relief, mandate, and specific performance shall be their sole and exclusive judicial remedies, except for the limited right to pursue monetary damages provided in Section 9.4.2 below.

9.4.2 Recovery of Out-of-Pocket Losses and Damages. Notwithstanding Section 9.4.1 above, the Parties may pursue and obtain the additional remedies set forth below:

(i) Additional Costs and Measures. If additional mitigation measures, conditions, requirements, or obligations are imposed by the City on the Developer or any portion of the Property (i.e., in addition to those provided for in the Specific Plan) in violation of this Agreement ("Objectable Conditions"), the matter shall be submitted directly to binding arbitration pursuant to Section 9.7 for resolution as a non-monetary default (the Parties acknowledging and agreeing that any disputes arising under this sub-paragraph need not comply with the requirements of Section 9.6).

(ii) Restitution of Improper Development Impact Fees. In the event any Development Impact Fees or Taxes are imposed on Development of the Property other than those authorized pursuant to this Agreement, the Developer shall be entitled to recover from City restitution of all such improperly assessed fees, together with interest thereon at the rate of specified in Article XV, Section 1 of the California Constitution from the date such sums were paid to City until the date of restitution.

(iii) City may sue Developer for the payment of sums due from Developer to City under this Agreement pursuant to obligations incurred by Developer with respect to the development of the Overall Project to the extent due and payable up to and including the time of the default of Developer.

9.5 Force Majeure/Supervening Events. A Party shall not be deemed to be in default under this Agreement where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including, without limitation, to the extent applicable, the following: war; insurrection; acts of terrorism; acts of mass violence; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontological, or endangered species problems on the Property; fires; casualties; acts of God; governmental restrictions imposed or mandated by other governmental entities; with regard to delays of the Developer's performance, delays caused by the City's failure to act or timely perform its obligations set forth herein or delays caused by the City's failure to act or timely perform its obligations under this Agreement and the Contracts; with regard to delays of the City's performance, delays caused by the Developer's failure to act or timely perform its or their obligations set forth in this Agreement; inability to obtain necessary permits or approvals from City, County, or other governmental entities; enactment of conflicting state or federal statutes or regulations; judicial decisions; or litigation not commenced by such Party; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental delays, restrictions or priorities; litigation brought by a third party unrelated to the Developer or the City; unusually severe weather; delays of any contractor, subcontractor or supplier; and delays occasioned by the failure of a governmental agency with jurisdiction over the Property to issue ministerial permits (collectively, "Force Majeure"). For

each day during which a Force Majeure event occurs, the Term of this Agreement shall be extended by one day. Notwithstanding the foregoing, any delay caused by the failure of the City or any agency, division, or office of the City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of Force Majeure extending the time for the City's performance hereunder. A Party shall be entitled to a delay in performance for a period of time equal to the period during which any Force Majeure event occurs; provided that such Party deliver to the other Party written notice of such delay or impossibility of performance within a reasonable time after the commencement of such delay resulting from a Force Majeure event. The Parties may mutually agree in writing for a longer period for excused performance due to a Force Majeure event. If a Party's performance is rendered impossible due to a Force Majeure event, such performance may be excused in its entirety in writing by the other Party. In no event shall adverse market or financial conditions constitute an event of Force Majeure extending the time for a Party's performance hereunder.

9.6 Dispute Resolution. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IF ANY CLAIM OR CONTROVERSY THAT ARISES OUT OF OR RELATES TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES CANNOT BE SETTLED BY THE PARTIES WITHIN THIRTY (30) DAYS AFTER EITHER PARTY IS FIRST PROVIDED WRITTEN NOTICE OF THE CLAIM OR CONTROVERSY (THE "CLAIM NOTICE") BY THE OTHER, THE MATTER SHALL BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1, EXCEPT AS OTHERWISE MODIFIED HEREIN. THE PARTIES SHALL COOPERATE IN GOOD FAITH TO ENSURE THAT ALL NECESSARY AND APPROPRIATE PARTIES ARE INCLUDED IN THE JUDICIAL REFERENCE PROCEEDING. IF A LEGAL PROCEEDING IS INITIATED BASED ON ANY SUCH DISPUTE, THE FOLLOWING SHALL APPLY: (1) THE PROCEEDING SHALL BE BROUGHT AND HELD IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE TO A DIFFERENT VENUE; (2) THE PARTIES SHALL USE THE PROCEDURES ADOPTED BY JAMS FOR JUDICIAL REFERENCE AND SELECTION OF A REFEREE (OR ANY OTHER ENTITY OFFERING JUDICIAL REFERENCE DISPUTE RESOLUTION PROCEDURES AS MAY BE MUTUALLY ACCEPTABLE TO THE PARTIES), SUCH MUTUAL ACCEPTANCE TO BE EVIDENCED, IF AT ALL, BY A WRITING EXECUTED NO LATER THAN FORTY-FIVE (45) DAYS AFTER THE INITIAL CLAIM NOTICE IS RECEIVED BY THE RECIPIENT PARTY; (3) THE REFEREE MUST BE A RETIRED JUDGE OR LICENSED ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN RELEVANT REAL ESTATE MATTERS; (4) THE PARTIES TO THE JUDICIAL REFERENCE PROCEDURE SHALL AGREE UPON A SINGLE REFEREE WHO SHALL HAVE THE POWER TO TRY AND DECIDE ANY AND ALL OF THE ISSUES RAISED, WHETHER OF FACT OR OF LAW, WHICH MAY BE PERTINENT TO THE MATTERS IN DISPUTE, AND TO ISSUE A STATEMENT OF DECISION THEREON. ANY DISPUTE REGARDING THE SELECTION OF THE REFEREE SHALL BE RESOLVED BY JAMS OR THE ENTITY PROVIDING THE REFERENCE SERVICES, OR, IF NO ENTITY IS INVOLVED, BY THE COURT IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640; (5) THE REFEREE SHALL BE AUTHORIZED TO PROVIDE ALL REMEDIES AVAILABLE IN LAW OR EQUITY APPROPRIATE UNDER THE CIRCUMSTANCES OF THE CONTROVERSY; (6) THE REFEREE MAY REQUIRE ONE OR MORE PRE-HEARING CONFERENCES; (7) THE PARTIES SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE; (8) A STENOGRAPHIC

RECORD OF THE REFERENCE PROCEEDINGS SHALL BE MADE; (9) THE REFEREE'S STATEMENT OF DECISION SHALL CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW TO THE EXTENT APPLICABLE; (10) THE REFEREE SHALL HAVE THE AUTHORITY TO RULE ON ALL POST-HEARING MOTIONS IN THE SAME MANNER AS A TRIAL JUDGE; (11) THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH EACH OTHER AND THE REFEREE AND PERFORM SUCH ACTS AS MAY BE NECESSARY FOR AN EXPEDITIOUS RESOLUTION OF THE DISPUTE; (12) SUBJECT TO SECTION 15.3, EACH PARTY TO THE JUDICIAL REFERENCE PROCEEDING SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH PROCEEDING; AND (13) THE STATEMENT OF DECISION OF THE REFEREE UPON ALL OF THE ISSUES CONSIDERED BY THE REFEREE SHALL BE BINDING UPON THE PARTIES, AND UPON FILING OF THE STATEMENT OF DECISION WITH THE CLERK OF THE COURT, OR WITH THE JUDGE WHERE THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON. THE DECISION OF THE REFEREE SHALL BE APPEALABLE AS IF RENDERED BY THE COURT. THIS PROVISION SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY VALID CAUSE OF ACTION, WHICH MAY BE BROUGHT BY ANY OF THE PARTIES. THE PARTIES ACKNOWLEDGE AND ACCEPT THAT BY EMPLOYING THIS JUDICIAL REFERENCE PROCEDURE THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.



DEVELOPER'S INITIALS



CITY'S INITIALS

9.7 Arbitration of Disputes. RECOGNIZING THAT TIMELY AND EFFECTIVE ENFORCEMENT OF THIS AGREEMENT IS CRITICAL TO THE PARTIES, IF FOR ANY REASON THE JUDICIAL REFERENCE PROCEDURES IN SECTION 9.6 ARE LEGALLY UNAVAILABLE AT THE TIME A DISPUTE WOULD OTHERWISE BE REFERRED TO JUDICIAL REFERENCE (OR DO NOT APPLY BY THE EXPRESS TERMS OF THIS AGREEMENT), THEN, UPON THE WRITTEN DEMAND OF EITHER PARTY, THE DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES, EXCEPT AS FOLLOWS. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR WHO IS A RETIRED SUPERIOR, APPELLATE OR FEDERAL COURT JUDGE OR AN ATTORNEY WITH NOT LESS THAN FIFTEEN (15) YEARS EXPERIENCE IN REAL ESTATE MATTERS; A LIST OF POTENTIAL ARBITRATORS WHO CAN ENSURE THAT ANY DISPUTE CONCERNING A NON-MONETARY DEFAULT CAN BE HEARD AND DETERMINED WITHIN NINETY (90) DAYS OF NOTICE OF ARBITRATION SHALL BE APPROVED BY THE PARTIES. TO THE EXTENT THE RELIEF REQUESTED IN THE ARBITRATION SEEKS TO COMPEL THE PERFORMANCE OF A LEGISLATIVE ACT AND/OR THE ISSUANCE OF A WRIT OF MANDATE NOT PROPERLY THE SUBJECT OF AN ARBITRATION AWARD, THE PARTY SEEKING SUCH RELIEF MAY PROCEED BY JUDICIAL ACTION PURSUANT TO SECTION 9.6 ABOVE. THE ARBITRATION AWARD SHALL BE FINAL AND BINDING UPON THE PARTIES (EXCEPT IN CASE OF FRAUD OR UNDISCLOSED CONFLICT OF INTEREST ON THE PART OF THE ARBITRATOR) AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL BE EMPOWERED HEREBY TO ENTER SPECIFIC PERFORMANCE ORDERS AS SHALL, IN ITS DISCRETION, BE NECESSARY TO ENSURE THE TIMELY PERFORMANCE OF THE OBLIGATIONS OF THIS AGREEMENT BY EITHER OR BOTH OF THE PARTIES, SO AS TO AVOID THE DELAYS ASSOCIATED WITH OBTAINING SUCH RELIEF PURSUANT TO COURT ACTION. THE ARBITRATOR MAY ALLOCATE THE FEES

AND COSTS OF ARBITRATION BETWEEN THE PARTIES AND MAY AWARD COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE PREVAILING PARTY IN ACCORDANCE WITH SECTION 16.3. IN THE ABSENCE OF A DETERMINATION BY THE ARBITRATOR, EACH PARTY SHALL BEAR ITS PROPORTIONATE SHARE OF THE COSTS OF THE ARBITRATION AND THE ARBITRATOR AND ALL OF ITS OWN COSTS. NOTHING CONTAINED IN THIS SECTION SHALL RESTRICT ANY PARTY FROM SEEKING PRELIMINARY EQUITABLE RELIEF FROM THE COURT SYSTEM PENDING RESOLUTION OF THE ARBITRATION.


DEVELOPER'S INITIALS


CITY'S INITIALS

10. QUARTERLY REVIEW.

10.1 Timing of Quarterly Review. During the Term of this Agreement, at least once every three (3) months after the Effective Date, the City shall review the good faith compliance of the Developer with the terms of this Agreement ("Quarterly Review"). The Quarterly Review shall be conducted by the City Council in accordance with the City's development agreement regulations.

10.2 Standards for Quarterly Review. The Developer shall submit a report to the City describing its compliance with the terms of this Agreement during the preceding three (3) months. If the City or its designee finds and determines that the Developer has not complied with any of the terms or conditions of this Agreement, then the City may declare a Breach by the Developer in accordance with Section 9 above. The City may only exercise its rights and remedies relating to any such Breach after the period for curing a Breach (as set forth in Section 9) has expired and the Developer has failed to cure the Breach. The actual, reasonable costs incurred by the City in connection with the Quarterly Review process shall be paid by Developer. Nothing in this paragraph shall be construed to prohibit the City from declaring a Breach in accordance with Section 9 above, without first proceeding through a Quarterly Review.

10.3 Procedure on Review.

(a) The Developer shall be required to demonstrate good faith compliance with the terms of this Agreement in any Quarterly Review.

(b) Upon completion of a City staff analysis of the quarterly monitoring report submitted by the Developer for any Quarterly Review, the City Administrator shall submit a report to the City Council, setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and recommended a finding on that issue. Any such report indicating lack of compliance with this Agreement shall be completed and provided to the City Council and the Developer within thirty (30) days after Developer's submission of quarterly monitoring report.

(c) If the City Council finds, on the basis of substantial evidence, that the Developer has complied in good faith with the terms of this Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that the

Developer has not complied in good faith with the terms of this Agreement, the City Council may terminate this Agreement after delivery of a written notice of default ("Default Notice") to the Developer, provided the Developer fails to cure that default within sixty (60) days, or to commence such cure and work diligently to complete that cure. Such Default Notice, or any notice of default as provided under subsection (b) above shall be given to the Developer prior to or concurrent with any proceedings under Section 11.4. In the alternative, the City may, with the consent of the Developer, modify this Agreement in order to address the Default of the Developer.

10.4 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms of this Agreement; and shall have the burden of proof on this issue. If the City Council finds, based on substantial evidence, that the Developer has not complied in good faith with the terms of the Agreement, the City Council may terminate this Agreement, or, with the consent of the Developer, modify this Agreement, which modification may include such conditions as are reasonably necessary to protect the interest of the City, including a schedule for the completion of the development of all of the Property during the term of this Agreement. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

10.5 Certificate of Compliance. If, at the conclusion of a Quarterly Review, the Developer is found to be in good faith compliance with this Agreement, City shall, within 30 days upon request of the Developer, issue a Certificate of Compliance ("Certificate"), stating that after the most recent Quarterly Review or Special Review, and based upon the information known and made known to the City Council: (i) this Agreement remains in effect; and (ii) the Developer is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of such good faith compliance, shall state the Certificate is issued after a Quarterly Review and state the anticipated date of commencement of the next Quarterly Review. The Developer may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by the Developer or assignee or transferee of the Developer, City shall not be bound by such a Certificate if a default existed at the time of the Quarterly Review, but was concealed from the City Council by the Developer.

11. MORTGAGEE RIGHTS.

11.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit the Developer, in any manner, from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Property.

11.2 Mortgagee Protection. 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 a Mortgagee Successor shall have the rights, benefits and remedies of the Developer under this Agreement and shall be subject to all of the terms and conditions of this Agreement.

11.3 Mortgagee not Obligated. Notwithstanding the provisions of this Section 11, a Mortgagee and a Mortgagee Successor will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Developer (as applicable to such Mortgagee and a Mortgagee Successor) or other affirmative covenants of the Developer, or to

guarantee such performance, except that (i) the Mortgagee or Mortgagee Successor shall have the right to develop the portion of the Property then owned by such Mortgagee Successor under the Existing Land Use Regulations and the Existing Development Approvals; provided that the Mortgagee or Mortgagee Successor complies with the terms of this Agreement, and (ii) to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder. If a Mortgagee or Mortgagee Successor obtains from the Developer ownership of less than the entirety of the Property, said Mortgagee or Mortgagee Successor may request, and the City shall not unreasonably refuse, an apportionment of obligations under this Agreement that assigns to said Mortgagee or Mortgagee Successor (i) all of the obligations of the Developer that are applicable solely to that portion of the Property obtained by the Mortgagee or Mortgagee Successor plus (ii) a pro-rata share of those obligations of the Developer under this Agreement that are not assigned to a specific portion of the Property.

11.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to the City, be entitled to receive written notice from the City of the results of the Quarterly Review and of any default by the Developer that is such Mortgagee's borrower of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of a portion of the applicable portion of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, the City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default; provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

12. TRANSFER AND RELEASE. Subject to Section 2.3 of the Agreement, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement and all provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Subject to Section 2.3 of this Agreement, each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each and every portion thereof; and (c) is binding upon each party, the Developer's assignees and successors in interest, during their respective ownership of the Property or any portion thereof.

13. INDEMNITY.

13.1 Indemnity by Developer. The Developer hereby agrees to indemnify, defend, and hold harmless the City and its elected and appointed councils, boards, commissions, officers, agents, contractors and employees (collectively, the "City Indemnitees") from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) (collectively, "Claims") brought by any third party to the extent such Claims may arise, directly or indirectly, from the acts, omissions, or operations of the

Developer or its agents, contractors, subcontractors, or employees pursuant to this Agreement including any Claims under or with respect to this Agreement, the Development Plan, the Existing Land Use Regulations, or the application thereof, or any permit or approval sought by the Developer in accordance with the Existing Land Use Regulations, but excluding any Claim resulting from the intentional or active negligence or the willful misconduct of the City Indemnitees. Notwithstanding the foregoing, City shall have the right, subject to the Developer's reasonable prior written approval, to select and retain counsel to defend any such action or actions and the Developer or successor to Developer providing the indemnification shall pay the cost thereof. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

13.2 Indemnity by City. The City agrees to indemnify, defend, and hold harmless the Developer and the LHR Successors, and their respective partners, members, agents, contractors and employees (collectively, the "Developer Indemnitees") from and against any and all Claims brought by any third party to the extent such Claims may arise, directly or indirectly, from the acts, omissions, or operations of the City or its officers, officials, agents, contractors, subcontractors or employees pursuant to this Agreement, but excluding any Claim resulting from the intentional or active negligence or willful misconduct of the Developer Indemnitees. Notwithstanding the foregoing, Developer shall have the right, subject to the City's reasonable prior written approval, to select and retain counsel to defend any such action or actions and City shall pay the cost thereof. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

14. THIRD-PARTY LEGAL CHALLENGE.

14.1 Developer's Obligation to Defend. In the event of a Third Party Legal Challenge, Developer shall at Developer's expense, defend, indemnify and hold harmless City and its officials and employees from and against any claims, losses, or liabilities, including any award of attorneys' fees against the City, assessed or awarded against City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that Developer retains to represent City, which approval shall not be unreasonably withheld.

14.2 City's Election to Defend. If City elects to conduct its own defense of a Third Party Legal Challenge, City shall do so at its own cost and expense. City shall enter into a joint defense agreement with Developer's counsel and cooperate fully with Developer's counsel.

14.3 Cooperation in the Event of Third Party Legal Challenge. City agrees to promptly notify Developer in the event of a Third Party Legal Challenge and to cooperate with Developer in the event of a Third Party Legal Challenge. City shall not allow its default to be taken in such legal action or otherwise compromise the legal action or stipulate to any interim or permanent remedies without Developer's prior written consent. In the event of any Third Party Legal Challenge, to the maximum extent permitted by law, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

15. OPERATING MEMORANDA. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. The anticipated refinements to the Overall Project and other development activity at the Property may demonstrate that clarifications to this Agreement and the Existing Development Approvals are appropriate with respect to the details of performance of the City and Developer. If, when, and as it becomes necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating

Memoranda”) approved by the Parties in writing which reference this Section 15. Such Operating Memoranda shall not require public notices and hearings. The Parties may agree on changes to the mitigation requirements or Overall Project design features in Operating Memoranda without amending this Agreement. The City Manager shall be authorized, after consultation with and approval of Developer, to determine whether a requested amendment or clarification (i) may be effectuated pursuant to this Section 15 and is consistent with the intent and purpose of this Agreement and the Existing Development Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16.2 below. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

16. MISCELLANEOUS.

16.1 Covenants. The provisions of this Agreement shall constitute covenants and restrictions which 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 hereto and all successors in interest to the Parties hereto.

16.2 Entire Agreement, Waivers and Amendments. This Agreement, together with the other documents and agreements attached hereto, constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter hereof. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party’s right to insist and demand strict compliance by the other Parties with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be approved by City in accordance with the Development Agreement Statute and must be in writing, signed by a duly authorized representative of Developer then subject to this Agreement, and recorded in the Official Records of San Bernardino County, California.

16.3 Legal Expenses. In any judicial proceeding, arbitration, or mediation between the City and the Developer seeking enforcement of any of the terms and provisions of the ordinance approving this Agreement or this Agreement (each, an “Action”), the prevailing Party in such Action shall recover all of its actual and reasonable costs and expenses (whether or not the same would be recoverable pursuant to Code of Civil Procedure Section 1033.5 or Civil Code Section 1717 in the absence of this Agreement), including expert witness fees, attorney’s fees, and costs of investigation and preparation prior to the commencement of the Action. However, such recovery shall not exceed the dollar amount of the actual costs and expenses of the Party from whom such recovery is sought for such same Action (“Non-Prevailing Party’s Expenses”).

16.4 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Overall Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Overall Project or the Property.

16.5 No Third-Party Beneficiaries. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity.

16.6 Relationship of Parties. The City, on the one hand, and, the Developer on the other hand, hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and any Developer Party joint venturers or partners.

16.7 Severability. If any term, provision, covenant, or condition of this Agreement is invalidated by a timely referendum, determined 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.

16.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Parties to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Parties shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.9 Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. Any third-party, including, without limitation, a Mortgagee and a LHR Successor, shall be entitled to rely on the certificate.

16.10 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the Parties hereto waive all provisions of law providing for the removal or change of venue to any other court.

16.11 Non-Liability of Officers, Employees and Other Parties. Notwithstanding anything in this Agreement to the contrary, (1) no official, officer, or employee of the City shall be personally liable to Developer and the LHR Successors for any loss arising out of or connected with this Agreement or the Existing Land Use Regulations, and (2) no partner, member, affiliate, officer, agent or employee of Developer or any LHR Successors, nor any of their respective partner's, member's or affiliate's separate property shall be personally liable for any claim arising out of or related to this Agreement. The liability of the Developer and the LHR Successors under this Agreement shall be limited solely to the interest of Developer or the LHR Successor in the Property.

16.12 Notices. Any notice or communication required hereunder between the Parties and or a Mortgagee or Mortgagee Successor must be in writing and may be given either

If to City: City of Rialto
City Hall
150 South Palm Ave.
Rialto, CA 92376
Attn: Director of Development Services
Telephone: (909) 820-2535
Attn: City Attorney

With a copy to: General Counsel
Lewis Management Corp.
1156 N. Mountain Avenue
Upland, CA 91786
Telephone: (909) 985-0971

16.13 Authority to Execute. The Developer warrants and represents to the City 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, the Developer is formally bound to the provisions of this Agreement, (iv) the Developer's entering into and performance of its obligations set forth in this Agreement does not violate any provision of any other agreement to which the Developer is bound, and (v) there is no existing or threatened litigation or legal proceeding of which the Developer is aware which could prevent such Developer from entering into or performing its obligations set forth in this Agreement.

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facsimile or portable document format (PDF) shall be deemed to be their original signatures for all purposes. This Development Agreement shall constitute a valid and enforceable agreement between the City and each of the Developer.

16.15 Exhibits. This Agreement contains exhibits, attached hereto and made a part hereof by this reference. Said exhibits are identified as follows:

Exhibit A	Property
Exhibit B	Site Map
Exhibit C	Development Impact Fee
Exhibit D	Approved Restaurants
Exhibit E	Renaissance Marketplace Plan

[SIGNATURE PAGE FOLLOWS]

CITY:

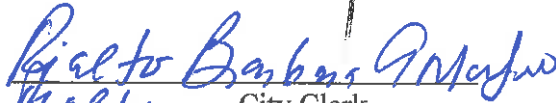
City of Rialto, a municipal corporation

By:


_____, City Administrator

Attested to by:

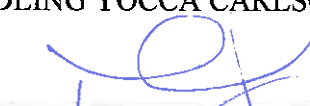
By:


_____, City Clerk

Approved as to form:

STRADLING YOCCA CARLSON & RAUTH

By:



Thomas P. Clark, Jr.
Special Counsel

DEVELOPER:

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

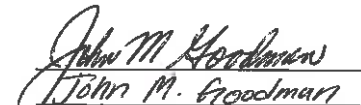
By:

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

By:

LEWIS MANAGEMENT CORP., a
Delaware corporation, Its Sole
Member

By:



John M. Goodman
Its Authorized Agent

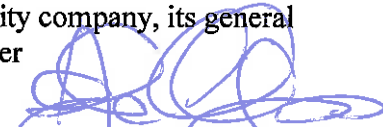
By:

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

By:

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

By:



John M. Magness
Senior Vice-President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Bernardino)

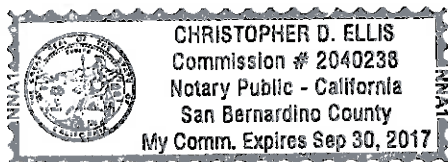
On February 8/2017 before me, Christophe D Ellis a Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Go Stary
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]
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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Bernardino)On January 31, 2017 before me, Christine Lynn Buckle, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared John M. Magness
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]
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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

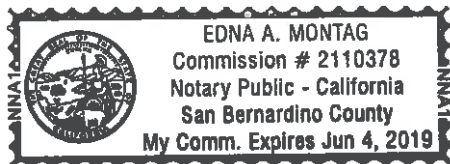
State of California)
County of SAN BERNARDINO)

On February 3, 2017, before me, EDNA A. MONTAG, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared JOHN M. GOODMAN
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 Edna A. Montag
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: 12/13/16
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A

PROPERTY

[Legal Description Attached]

**EXHIBIT A
LEGAL DESCRIPTION
AREA A**

THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT.

EXCEPTING THEREFROM THAT PORTION OF LAND DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 12, 2008 AS DOCUMENT NO. 2008-0268512 OF OFFICIAL RECORDS, ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE SOUTHERLY LINE AND EASTERLY OF THE EASTERLY LINE OF SAID GRANT DEED.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS PARCEL 15469-2 OF FINAL ORDER OF CONDEMNATION, RECORDED NOVEMBER 7, 2008 AS DOCUMENT NO. 2008-0489887 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM PARCEL 1 AND THAT PORTION OF LOCUST AVENUE LYING WEST OF SAID PARCEL 1 AS SHOWN ON RECORD OF SURVEY, IN SAID CITY, COUNTY AND STATE, AS PER MAP FILED IN BOOK 18, PAGE 85 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID NORTHEAST ONE-QUARTER LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER, DISTANT THEREON SOUTH 00°20' 18" EAST 30.00 FEET;

THENCE EASTERLY ALONG A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30.00 FEET MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 33, NORTH 89°41' 38" EAST 63.49 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 210, AS SHOWN ON RECORD OF SURVEY 08-088, AS PER MAP FILED IN BOOK 140, PAGES 35 THROUGH 51 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY AND ITS EASTERLY PROLONGATION TO THE EASTERLY LINE OF SAID SECTION 33, THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°05'27" WEST 0.81 FEET;
2. NORTH 59°46'25" EAST 31.81 FEET;
3. SOUTH 88°37'47" WEST 2553.35 FEET;

CONTAINING: 13.413 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHT-OF-WAY, IF ANY.

EXHIBIT A
LEGAL DESCRIPTION
AREA A (con't)

THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT.

EXCEPTING THEREFROM THAT PORTION OF LAND DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 12, 2008 AS DOCUMENT NO. 2008-0268512 OF OFFICIAL RECORDS, ALSO EXCEPTING THEREFROM THAT PORTION OF SAID DESCRIBED LAND LYING NORTHERLY OF THE SOUTHERLY LINE AND ITS EASTERLY PROLONGATION TO THE EASTERLY LINE OF SAID SECTION 33.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 263.79 FEET OF THE SOUTH HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT.

EXCEPTING THEREFROM PARCEL 1 OF PARCEL MAP NO. 111101, IN SAID CITY, COUNTY AND STATE, AS PER MAP FILED IN BOOK 136, PAGE 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING: 32.252 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY, IF ANY.

EXHIBIT A
LEGAL DESCRIPTION
AREA A (con't)

THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID SECTION 34, DISTANT THEREON SOUTH 00°17' 49" EAST 282.15 FEET;

THENCE NORTH 89°26' 12" EAST 56.59 FEET TO A POINT IN THE SOUTHERLY LINE OF RENAISSANCE PARKWAY, FORMERLY (IMPROVEMENT) EASTON STREET, AS SHOWN ON SAID RECORD OF SURVEY 08-088;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR COURSES:

1. THENCE NORTH 53°10'31" EAST 80.85 FEET;
2. THENCE NORTH 89°42'07" EAST 657.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 794.03 FEET;
3. THENCE EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°18'52", AN ARC LENGTH OF 378.54 FEET;
4. THENCE SOUTH 62°59'01" EAST 455.12 FEET TO A POINT IN THE SOUTHERLY LINE OF EASTON STREET (EXISTING), 66.00 IN WIDTH, AS SHOWN ON SAID RECORD OF SURVEY 08-088.

THENCE ALONG SAID SOUTHERLY LINE OF EASTON STREET (EXISTING), SOUTH 89°33' 24" WEST 1547.32 FEET TO SAID WESTERLY LINE OF SAID SECTION 34;

THENCE NORTHERLY ALONG SAID WESTERLY LINE, NORTH 00°17' 49" WEST 252.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 8.502 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

**EXHIBIT A
LEGAL DESCRIPTION
AREA A (con't)**

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EASTON STREET (EXISTING), 66.00 IN WIDTH, AS SHOWN ON RECORD OF SURVEY 08-088, AS PER MAP FILLED IN BOOK 140, PAGES 35 THROUGH 51 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE NORTHERLY LINE OF RENAISSANCE PARKWAY, FORMERLY (IMPROVEMENT) EASTON STREET, AS SHOWN ON SAID RECORD OF SURVEY 08-088;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE, NORTH 62°59'01" WEST 688.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 915.45 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°52'44", AN ARC LENGTH OF 46.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210, AS SHOWN ON SAID RECORD OF SURVEY 08-088;

THENCE LEAVING SAID NORTHERLY LINE OF RENAISSANCE PARKWAY AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210, THE FOLLOWING NINE (9) COURSES:

1. NORTH 24°08'05" EAST 32.85 FEET;
2. SOUTH 81°30'48" EAST 160.50 FEET;
3. SOUTH 70°19'11" EAST 248.96 FEET;
4. SOUTH 72°49'43" EAST 380.00 FEET;
5. SOUTH 79°14'58" EAST 210.23 FEET;
6. NORTH 88°51'35" EAST 155.39 FEET;
7. NORTH 80°45'34" EAST 207.98 FEET;
8. SOUTH 68°14'18" EAST 62.25 FEET;
9. SOUTH 36°43'58" EAST 45.09 FEET;

THENCE SOUTH 01°34'48" WEST 75.16 FEET TO THE INTERSECTION OF SOUTHERLY LINE OF SAID EASTON STREET (EXISTING), 66.00 IN WIDTH, AS SHOWN ON SAID RECORD OF SURVEY 08-088;

THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE, SOUTH 89°33'24" WEST 764.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 3.854 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD**

DIVISION I

PARCEL 1:

LOTS 11, 12, 13, 14, 19, 20, 21 AND 22 OF PALMER SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF VACATED LINDEN AVENUE LYING ADJACENT TO LOT 22 AS VACATED BY DOCUMENT RECORDED NOVEMBER 06, 1968 IN BOOK 7124, PAGE 955, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST 1/2 OF WADLEIGH STREET LYING ADJACENT TO LOTS 11, 12, 13, AND 14.

EXCEPTING THEREFROM THAT PORTION OF LOTS 19 AND 20 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 19 THENCE NORTH 89°57.54. EAST 14 FEET TO POINT .A.; THENCE NORTH 00°18.10. EAST 44 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00°18.10. EAST 384.83 FEET; THENCE NORTH 88°47.27. EAST 50.38 FEET; THENCE NORTH 01°55.22. EAST 20.86 FEET; THENCE SOUTH 88°50.01. EAST 39.30 FEET; THENCE SOUTH 01°29.09. WEST 28.68 FEET; THENCE SOUTH 90°00.00. EAST 49.60 FEET; THENCE SOUTH 00°21.26. EAST 420.47 FEET; THENCE WEST TO SAID POINT .A.; THENCE NORTH TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 7, 8, 9 AND 10 OF PALMER SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EAST 1/2 OF WADLEIGH STREET LYING ADJACENT THERETO.

PARCEL 3:

THOSE PORTIONS OF LOTS 2, 3, 5, 6, 15 AND 16 OF PALMER SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 18, PAGE 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF WADLEIGH STREET, 60 FEET WIDE, VACATED BY RESOLUTION NO. 1471 OF THE CITY COUNCIL OF THE CITY OF RIALTO, DATED SEPTEMBER 23, 1970, AND BEING DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 18 OF SAID PALMER SUBDIVISION WITH THE EASTERLY LINE OF THE WESTERLY 14 FEET OF SAID LOT 18 AS DESCRIBED IN THE DEED TO THE CITY OF RIALTO, RECORDED JULY 31, 1979, AS INSTRUMENT NO. 1106 IN BOOK 9739, PAGE 1718 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 18 AND 15, NORTH 89°58' 27" EAST 468.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 5°43' 34" WEST 665.05 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

THENCE CONTINUING SOUTH 5°43' 34" WEST 198.70 FEET;

THENCE SOUTH 89°59' 04" EAST 450.00 FEET;

THENCE NORTH 5°41' 42" WEST 863.95 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG THE LAST MENTIONED NORTHERLY LINE, AND ITS WESTERLY PROLONGATION THEREOF, AND ALONG SAID NORTHERLY LINE OF SAID LOT 15, SOUTH 89°58' 27" WEST 278.09 FEET TO THE TRUE POINT OF BEGINNING.

DIVISION II

PARCEL 1:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED NOVEMBER 06, 1964 IN BOOK 6266, PAGE 953, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 23, 1968 IN BOOK 6799, PAGE 225, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 04, 1875.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 23, 1964 IN BOOK 6113, PAGE 54 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF LINDEN AVENUE, LYING WITH SECTION 34 AND ADJACENT TO THE HEREIN DESCRIBED PARCEL.

PARCEL 2:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY THEREOF.

TOGETHER WITH THAT PORTION OF AYALA DRIVE LYING ADJACENT THERETO.
EXCEPTING THEREFROM THAT PORTION LYING NORTH OF THE SOUTH LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 23, 1964 IN BOOK 6113, PAGE 54, OFFICIAL RECORDS.

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIALTO BY DEED RECORDED FEBRUARY 05, 1969 IN BOOK 7176, PAGE 790, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10, RIALTO HEIGHTS, AS PER PLAT RECORDED IN BOOK 18 OF MAPS, PAGE 22, RECORDS OF SAID COUNTY;

THENCE NORTH 0°03' 13" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 385.08 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 77°42' 38" EAST 928.40 FEET;

THENCE NORTH 18°00' 00" WEST 450.00 FEET;

THENCE SOUTH 66°17' 22" WEST 839.17 FEET TO A POINT ON SAID WEST LINE;

THENCE SOUTH 0°03' 13" EAST ALONG SAID WEST LINE A DISTANCE OF 288.15 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL MAP NO. 5666, AS PER MAP RECORDED IN BOOK 54 OF PARCEL MAPS, PAGES 46 AND 47, RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED JUNE 12, 2008 AS INSTRUMENT NO. 2008-0268513, OFFICIAL RECORDS.

PARCEL 3:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 04, 1875.

PARCEL 4:

ALL THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10, RIALTO HEIGHTS, AS PER PLAT RECORDED IN BOOK 18 OF MAPS, PAGE 22, RECORDS OF SAID COUNTY;

THENCE NORTH 0°03' 13" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 385.08 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 77°42' 38" EAST 928.40 FEET;

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

THENCE NORTH 18°00' 00" WEST 450.00 FEET;

THENCE SOUTH 66°17' 22" WEST 839.17 FEET TO A POINT ON SAID WEST LINE;

THENCE SOUTH 0°03' 13" EAST ALONG SAID WEST LINE A DISTANCE OF 288.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

PARCEL NOS. 1 AND 2 OF PARCEL MAP NO. 5666, IN THE CITY OF RIALTO, AS PER MAP RECORDED IN BOOK 54 OF PARCEL MAPS, PAGES 46 AND 47, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AYALA DRIVE AS SHOWN ON SAID PARCEL MAP, LYING ADJACENT TO PARCEL 2.

EXCEPTING FROM PARCEL 2 THAT PORTION CONVEYED TO THE CITY OF RIALTO BY DEED RECORDED DECEMBER 6, 2007 AS INSTRUMENT NO. 2007-0683054 OF OFFICIAL RECORDS.

DIVISION III

PARCEL 1:

THE SOUTH 132 FEET TO THE WEST 660 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE WEST 44 FEET THEREOF AS CONVEYED TO THE CITY OF RIALTO FOR STREET AND HIGHWAY PURPOSES, BY DEED RECORDED FEBRUARY 13, 1968 IN BOOK 6974, PAGE 346, OFFICIAL RECORDS.

PARCEL 2:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

PARCEL NOS. 1 AND 2 OF PARCEL MAP 3883, AS PER PLAT RECORDED IN BOOK 34 OF PARCEL MAPS, PAGE 86, RECORDS OF SAN BERNARDINO COUNTY.

PARCEL 4:

PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE SOUTH 0°02' 02" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 662.08 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4;

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

THENCE SOUTH 89°59' 00" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 335.44 FEET;

THENCE NORTH 0°03'36" EAST, 662.13 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE NORTH 89°59' 30" EAST, ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 335.21 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 6:

THE NORTH 132.00 FEET OF THE SOUTH 330.00 FEET OF THE WEST 660.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 7:

THE NORTH 66 FEET OF THE SOUTH 198 FEET OF THE WEST 660 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 8:

THE SOUTH 132 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAVING AND EXCEPTING THEREFROM THE WEST 660 FEET.

PARCEL 9:

PARCEL 2 OF PARCEL MAP NO. 3365, AS PER PLAT RECORDED IN BOOK 36 OF PARCEL MAPS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

THE NORTH 66 FEET OF THE SOUTH 396 FEET OF THE EAST 330 FEET OF THE WEST 660 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 11:

THE NORTH 66 FEET OF THE SOUTH 396 FEET OF THE WEST 330 FEET OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

PARCEL 12:

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE WEST 660 FEET.

ALSO EXCEPTING THEREFROM THE SOUTH 132 FEET OF SAID LAND.

PARCEL 13:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE PORTION DESCRIBED IN THE DEED TO THE CITY OF RIALTO RECORDED FEBRUARY 14, 1969 IN BOOK 7182, PAGE 106, OFFICIAL RECORDS.

PARCEL 14:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 0°04' 48" EAST ALONG THE EAST LINE OF SAT NORTH 1/2, 290.00 FEET;

THENCE SOUTH 76°04' 32" WEST, 1205.84 FEET TO THE SOUTH LINE OF SAID NORTH 1/2;

THENCE NORTH 89°59' 29" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 1170.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 32 FEET OF SAID LAND AS GRANTED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, BY DEED RECORDED MAY 19, 1982 AS INSTRUMENT NO. 82-098460 OF OFFICIAL RECORDS.

PARCEL 15:

THE EASTERLY 290.40 FEET OF PARCEL 1 OF PARCEL MAP NO. 3365, AS PER PLAT RECORDED IN BOOK 36 OF THE PARCEL MAPS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DIVISION IV

PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO U.S. GOVERNMENT SURVEY.

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER THEREOF:

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL, 834.84 FEET;

THENCE NORTH 208.71 FEET;

THENCE WEST 834.84 FEET;

THENCE SOUTH 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THENCE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING
TO U.S. GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION 33;

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL, 834.84 FEET;

THENCE NORTH 208.72 FEET;

THENCE WEST 834.84 FEET;

THENCE SOUTH 208.71 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4;

THENCE NORTH 208.71 FEET;

THENCE WEST 208.71 FEET;

THENCE SOUTH 208.71 FEET;

THENCE EAST 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN,
ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER THEREOF;

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

THENCE NORTH 208.71 FEET;

THENCE EAST 208.71 FEET;

THENCE SOUTH 208.71 FEET;

THENCE WEST 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER THEREOF;

THENCE EAST 208.71 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 208.71 FEET;

THENCE EAST 208.71 FEET;

THENCE SOUTH 208.71 FEET TO THE SOUTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33;

THENCE WEST ALONG SAID SOUTH LINE 208.71 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE THEREOF, 417.42 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 208.71 FEET;

THENCE EAST 417.42 FEET;

THENCE SOUTH 208.71 FEET;

THENCE WEST ALONG SAID SOUTH LINE 417.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 77 FEET THEREOF.

PARCEL 6:

THE EAST 77 FEET OF THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

BEGINNING AT A POINT ON THE SOUTH LINE THEREOF, 417.42 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 208.71 FEET;
THENCE EAST 417.42 FEET;
THENCE SOUTH 208.71 FEET;
THENCE WEST ALONG SAID SOUTH LINE 417.42 FEET TO THE POINT OF BEGINNING.

PARCEL 7:
THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 IN TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33;

THENCE NORTH 208.71 FEET; THENCE WEST 208.71 FEET; THENCE SOUTH 208.71 FEET;

THENCE EAST 208.71 FEET TO THE POINT OF BEGINNING.

DIVISION V

PARCEL 1:
PARCEL 1 OF PARCEL MAP NO. 11101, AS SHOWN BY MAP ON FILE IN BOOK 136, PAGE 34 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL 2:
THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 3:
THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 4:
THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 5:
THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.
EXCEPTING THEREFROM THAT PORTION LYING IN PARCEL MAP NO. 427, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 7 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

**EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)**

PARCEL 6:

PARCEL MAP NO. 427, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 7 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LINDEN AVENUE AND MIRO WAY AS SHOWN ON SAID MAP.

EXCEPTING THEREFROM THAT PORTION OF PARCEL A OF PARCEL MAP 427 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A, THENCE ALONG THE SOUTH LINE OF PARCEL A SOUTH 89°59'00" WEST 421.79 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00°01'00" WEST 37.50 FEET; THENCE SOUTH 89°59'00" WEST 70.00 FEET; THENCE SOUTH 00°01'00" EAST 37.50 FEET TO A POINT ON THE SOUTH LINE OF PARCEL A; THENCE NORTH 89°50'00" EAST 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

EXCEPT THE NORTH 263.78 FEET THEREOF, CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIALTO BY DEED RECORDED OCTOBER 13, 2004 AS INSTRUMENT NO. 744583 OFFICIAL RECORDS.

PARCEL 8:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

DIVISION VI

PARCEL 1:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THE SOUTH 263.2 FEET THEREOF.

PARCEL 2

THE NORTH 65.8 FEET TO THE SOUTH 263.2 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT PLAT THEREOF.

PARCEL 3:

THE NORTH 65.8 FEET OF THE SOUTH 197.4 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO,

EXHIBIT A
LEGAL DESCRIPTION
AREA BCD (con't)

STATE OF CALIFORNIA, AS PER RECORDS OF SAID COUNTY, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 4:

THE NORTH 65.8 FEET OF THE SOUTH 131.6 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT.

**EXHIBIT A
LEGAL DESCRIPTION
LIESKE PROPERTY**

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 10 RIALTO HEIGHTS, IN THE CITY OF RIALTO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 18 OF MAPS, PAGE 22, RECORDS OF SAID COUNTY.

**EXHIBIT A
LEGAL DESCRIPTION
FJA PROPERTY**

THAT PORTION OF THE EAST 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 33 NORTH 89°41'51" EAST (RECORD NORTH 89 DEG 58'07" EAST PER RECORD OF SURVEY 08-088 AS FILED IN BOOK 140 OF RECORDS OF SURVEY AT PAGES 35 THROUGH 51, INCLUSIVE, RECORDS OF SAID COUNTY) 1322.60 FEET TO THE EASTERLY LINE OF THE SAID EASTERLY 30 ACRES;

THENCE LEAVING SAID NORTHERLY LINE ALONG SAID EASTERLY LINE SOUTH 00°15'32" EAST 448.35 FEET TO THE NORTHERLY LINE OF THAT PORTION OF LAND CONVEYED TO THE STATE OF CALIFORNIA AS "PARCEL 15445-1" IN DEED RECORDED MAY 27, 2005, AS INSTRUMENT NO. 20050380088, OFFICIAL RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 3 COURSES:

- 1) SOUTH 89°42'14" WEST 33.48 FEET;
- 2) THENCE SOUTH 00°17'46" EAST 12.47 FEET;
- 3) THENCE SOUTH 89°42'14" WEST 240.91 FEET TO THE BEGINNING OF A 1854.50 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE AND CURVE A DISTANCE OF 177.25 FEET THROUGH A CENTRAL ANGLE OF 05°28'34" TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL B" IN DEED TO THE STATE OF CALIFORNIA RECORDED ON MARCH 31, 1965 IN BOOK 6360, PAGE 381 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID 1854.50 FOOT RADIUS CURVE A DISTANCE OF 147.32 FEET THROUGH A CENTRAL ANGLE OF 04°33'06";

THENCE SOUTH 79°43'43" WEST 266.36 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID "PARCEL B", BEING ALSO A POINT IN THE NORTHERLY LINE OF THAT PORTION OF LAND CONVEYED TO THE STATE OF CALIFORNIA AS "PARCEL 15444-1" IN DEED RECORDED MAY 27, 2005, AS INSTRUMENT NO. 20050380087, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG LAST MENTIONED NORTHERLY LINE SOUTH 79°43'43" WEST 18.57 FEET TO THE BEGINNING OF A NON-TANGENT 1754.76 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 10°19'26" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 109.87 FEET THROUGH A CENTRAL ANGLE OF 03°35'15" TO THE WESTERLY LINE OF THE EASTERLY 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33, AND THE POINT OF TERMINATION FOR THIS DESCRIPTION, A RADIAL TO SAID POINT BEARS SOUTH 06°44'11" EAST

**EXHIBIT A
LEGAL DESCRIPTION
FJA PROPERTY (con't)**

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA DESCRIBED AS "PARCEL A" IN DEED RECORDED MARCH 31, 1965, IN BOOK 6360, PAGE 381, OFFICIAL RECORDS OF SAID COUNTY

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE STATE HIGHWAY.

February 6, 2017 - February 12, 2017

February 2017							March 2017						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28						27	28	29	30	31		

Monday, February 6

■ 8:30am - 10:00am Dept Meeting (DS conference room)

Tuesday, February 7

■ 8:15am - 9:15am Planning/ Business License Division Staff Meeting - Adrian Bradley

■ 11:00am - 11:30am XPO Logistics (C of O)

Wednesday, February 8

■ 7:30am - 9:30am Code Enforcement Meeting (DS-Conference Room) - Jennifer Kutz

■ 11:00am - 12:00pm 319 S. Acacia (319 S. Acacia)

Thursday, February 9

■ 7:15am - 8:00am Bldg. Division Meeting (DS-Conference room) - Angela Morales

■ 2:00pm - 3:00pm 935 S Lilac (DSD Conference Room)

■ 6:30pm - 8:00pm Beautification Commission Meeting

EXHIBIT B
SITE MAP

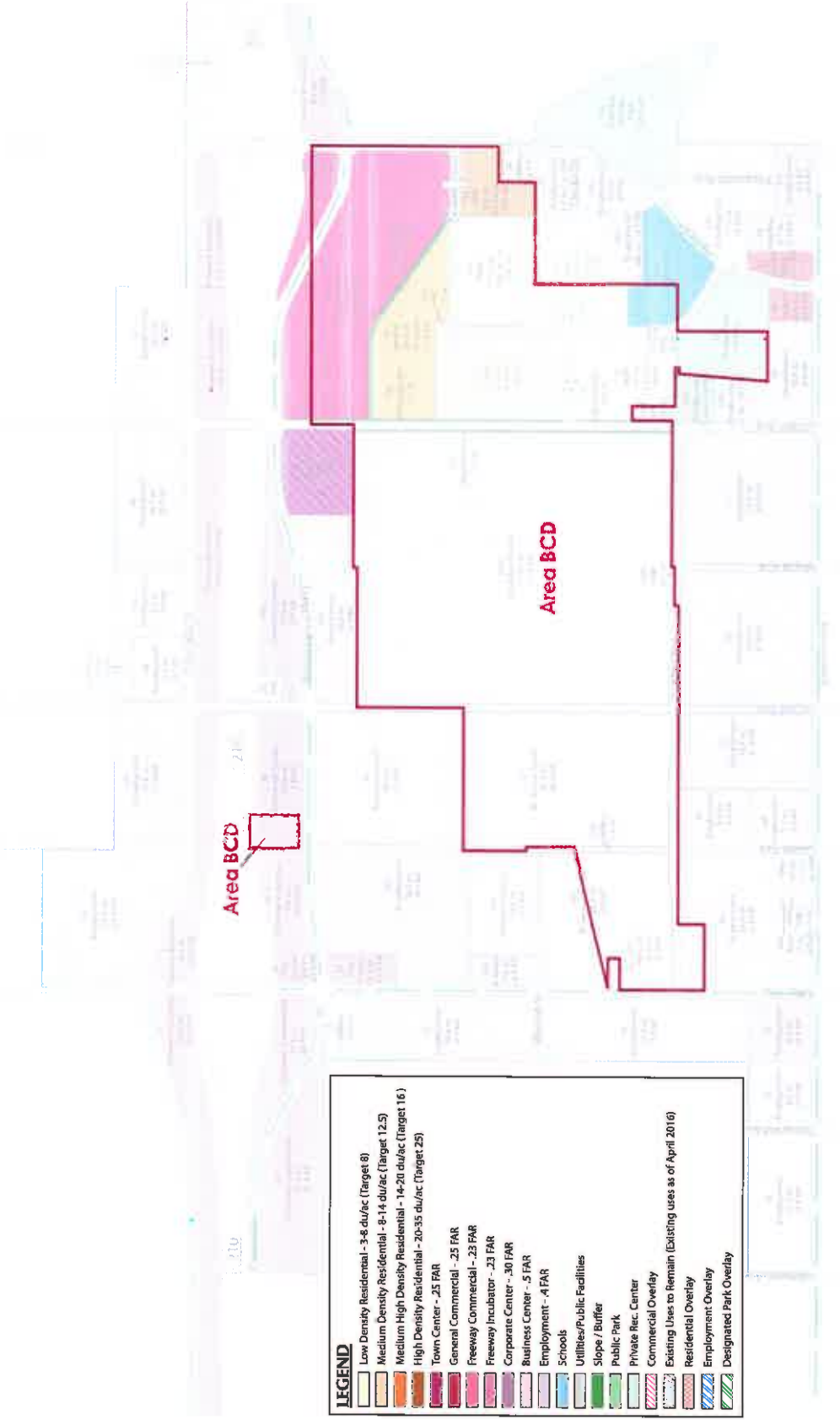


EXHIBIT C

DEVELOPMENT IMPACT FEES

RMC Code	Impact Fee Category	Notes	Retail	Office	Industrial	(H) Res SFD	(H) Res MFD
Development Impact Fees Fixed by Agreement							
3.33.150	Park Development	A	\$0.00 tsf	\$0.00 tsf	\$0.00 tsf	\$0.00 unit	\$0.00 unit
3.33.170	Local Traffic	B	\$0.00 tsf	\$0.00 tsf	\$0.00 tsf	\$0.00 unit	\$0.00 unit
3.33.180	Street Medians	B	\$150.00 tsf	\$80.00 tsf	\$20.00 tsf	\$54.00 tsf	\$36.00 tsf
3.33.190	General Facilities	B	\$221.00 tsf	\$221.00 tsf	\$55.00 tsf	\$1,866.00 tsf	\$1,757.00 tsf
3.33.200	Library	B	\$0.00	\$0.00	\$0.00	\$334.00 unit	\$314.00 unit
3.33.210	Law Enforcement	B	\$157.00 tsf	\$157.00 tsf	\$48.00 tsf	\$1,324.00 tsf	\$1,249.00 tsf
3.33.220	Fire Facilities	B	\$256.00 tsf	\$256.00 tsf	\$78.00 tsf	\$974.00 tsf	\$920.00 tsf
3.33.230	Open Space	A	\$0.00 tsf	\$0.00 tsf	\$0.00 tsf	\$0.00 unit	\$0.00 unit
3.33.270	Storm Drain	B	\$1,849.00 tsf	\$1,849.00 tsf	\$1,849.00 tsf	\$3,639.00 tsf	\$1,235.00 tsf
3.33.270	Storm Drain	B	\$32,202.00 acre	\$32,202.00 acre	\$32,202.00 acre	\$17,890.00 acre	\$21,469.00 acre
Development Impact Fees that are not Fixed							
3.33.160	Regional Traffic	C	\$6.54 tsf	\$3.94 tsf	\$2.26 tsf	\$2,858.44 unit	\$1,980.30 unit
3.33.240	Wastewater Collection	C	\$73.10 lpf	\$73.10 lpf	\$73.10 lpf	\$1,827.47 unit	\$1,827.47 unit
3.33.250	Wastewater Treatment	C	based upon volume and constituent characteristics by schedule				
3.33.260	Water Facilities	C	based upon meter size and type				
Fair Share Mitigation Fees							
	RSP Specific Plan/EIR Fee	D	Waived				
	RSP Traffic Mitigation Fee	D	In accordance with City Council Resolution 6418 with inflationary adjustments as permitted				
	All Other CEQA Fair Share Fees	D	as required by the Existing or Future Development Approvals				
	Alder/210 Freeway Mitigation Fee	E	\$1.00 tsf	\$0.40 tsf	\$0.25 tsf	\$380.00 unit	\$265.00 unit

Notes:

- A These Development Impact Fees have been credited in accordance with Section 5.3 of the Development Agreement.
- B These Development Impact Fees are fixed for the following terms:
 (1) for Retail uses, 5 years from the Effective Date of the Development Agreement
 (2) for Office uses, 10 years from the Effective Date of the Development Agreement
 (3) for Industrial uses, 5 years from the Effective Date of the Development Agreement
 (4) for Residential Uses (SFD & MFD), 5 years from the 1st building permit or 8 years after the Effective Date, whichever occurs first.
 The Storm Drain Fee is levied based upon either the per unit charge or the per acre charge, whichever is greater.
- C These Development Impact Fees are not fixed and are payable in accordance with the fee schedule in effect at the time the fee is customarily due.
- D Fair Share Mitigation Fees shall not be fixed and the Project shall pay the amounts due in accordance with the Fee Programs or environmental documents.
- E This Fair Share Fee shall be due and payable only if the City adopts a Fee Program in accordance with California law. If the City adopts a Fee Program in accordance with law, the Project shall pay the lesser of the rate shown here or the rate adopted by the City. This limitation shall be fixed for a term of 5 Years from the Effective Date, and then adjusted to reflect actual rate then levied by City upon all new development subject to the fee.
- F All Development Impact Fees shall be fixed for a period commencing on the Effective Date and ending on the date that is the anniversary of the Effective Date as specified in Note B above (the "Fixed Fee Period"). After expiration of the applicable Fixed Fee Period, the Development Impact Fees levied shall be equal to the applicable Development Impact Fees generally charged by the City to all developments within the City (regardless of whether such new fees are more or less than the Development Impact Fees previously in effect).
- G Upon the expiration of the Fixed Fee Period for each land use stated in Note B above, the City may levy any new Development Impact Fees that it then levies upon all similar development in the City.

EXHIBIT D

APPROVED RESTAURANTS

- Acapulco Mexican Restaurant
- Applebee's Restaurant
- BJ's Restaurant & Brewery
- Benihana Restaurant
- Black Angus
- Bubba Gump Shrimp Restaurant
- Buffalo Wild Wings
- California Pizza Kitchen
- Chili's Bar & Grill
- El Torito Restaurant
- Eureka Burger
- Famous Dave's Restaurant
- Island's Restaurant
- Joe's Crab Shack
- Johnny Carino's
- Last Name Brewing Company
- Lazy Dog Restaurant & Bar
- Lucille's Smokehouse Bar-B-Que
- Macaroni Grill
- Maggiano's Italian Restaurant
- Miguel's Restaurant
- Oggi's Pizza and Brewing Company
- Olive Garden
- On The Border Mexican Food
- Outback Steakhouse
- PF Chang's Restaurant
- Panda Inn Restaurant
- Red Lobster
- Red Robin
- Rock & Brews
- Rossa's Cucina
- Sammy's Woodfired Pizza
- September's Tap Room & Grill
- Slaters 50/50
- Spaggi's Italian Restaurant
- Stonefire Grill
- TGI Fridays
- TAPS Fishhouse & Brewery
- Tahoe Joe's Famous Steakhouse
- Texas Roadhouse
- The Boiling Crab
- Tilted Kilt
- Yard House

EXHIBIT E

RENAISSANCE MARKETPLACE PLAN

