

WHEN RECORDED RETURN TO:

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

Exempt from Filing Fees per Gov. Code section 27383

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Between

**THE CITY OF RIALTO
a municipal corporation**

and

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

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

documents. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Agreement.

SIGNATURES FOLLOWS IMMEDIATELY ON NEXT PAGE

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

“**CITY**”

CITY OF RIALTO,
a municipal corporation

By: _____
Name: _____
Its: City Administrator

Attested to by:

By: _____
Barbara McGee, City Clerk

Approved as to form:

BURKE, WILLIAMS & SORENSEN LLP

By: _____
Eric Vail, City Attorney

“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: _____
Name: _____
Its: _____

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

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

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

[SEAL]