

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

**City of Corona
400 S. Vicentia Avenue
Corona, California 92882
Attn: City Clerk (PW)**

APN:	120-040-049	(SPACE ABOVE THIS LINE FOR RECORDER'S USE)
	120-040-010	FEE EXEMPT – GOVERNMENT CODE § 27383
	120-040-011	
	120-040-051	
	120-040-052	

**FIRST AMENDMENT TO AGREEMENT FOR COMPLETION
OF NON-MASTER PLAN PUBLIC IMPROVEMENTS
(CROSSROADS CHRISTIAN CHURCH – 2331 KELLOGG AVENUE)
(CROSS ROADS CHRISTIAN SCHOOLS OF CORONA – 2380 FULLERTON AVENUE)**

1. PARTIES AND DATE.

THIS FIRST AMENDMENT TO AGREEMENT FOR COMPLETION OF NON-MASTER PLAN PUBLIC IMPROVEMENTS (“**Amendment**”) is entered into on this 21st day of June, 2017 by and among City of Corona, a California municipal corporation (“**City**”), Crossroads Christian Church, a California non-profit religious corporation (“**Church**”), and Crossroads Christian Schools of Corona, a California non-profit religious corporation (“**School**”). Church and School are sometimes collectively referred to as “Owner” throughout this Amendment. City and Owner are sometimes referred to individually as “Party” and collectively as the “Parties” throughout this Amendment.

2. RECITALS.

2.1 Public Improvement Agreement. City, Church and School executed and caused to be recorded that certain Agreement for Completion of Non-Master Plan Public Improvements dated December 17, 2014 and recorded on December 23, 2014 as Document No. 2014-0489740 in in the Official Records of the County of Riverside, California (“**Public Improvement Agreement**”), which requires, among other things, that the Church complete the Public Improvements, as that term is defined in the Public Improvement Agreement.

2.2 Church Property. As of the execution of this Amendment, Church is the owner of the “Church Property” described in Exhibit “A” attached to the Public Improvement Agreement.

2.4 School Property. As of the execution of this Amendment, School is the owner of the "School Property" described in Exhibit "B" attached to the Public Improvement Agreement.

2.5 Sale of Portion of Church Property. Church entered into that certain Agreement of Purchase Agreement and Escrow Instructions dated as of March 31, 2015 ("Purchase Agreement") providing for the sale to VD Corona Kellogg, LLC, a California limited liability company ("Van Daele") of fee title to that portion of the Church Property more particularly described on "Exhibit 1" attached hereto and incorporated herein by reference ("Van Daele Property").

2.6 Development of Van Daele Property. The City and Van Daele entered into that certain Development Agreement (Corona Kellogg) dated November 16, 2016 ("Development Agreement") to provide for the development of a residential development comprised of ninety-two (92) single-family homes on the Van Daele Property ("Van Daele Project"). The Development Agreement will be recorded against the Van Daele Property after Van Daele has acquired fee title interest to the Van Daele Property from the Church.

2.7 Removal of Van Daele Property from Public Improvement Agreement. Van Daele has requested that the Public Improvement Agreement be amended in order to remove the Van Daele Property from the encumbrance of the Public Improvement Agreement, in order that the rights, title and interests granted to Van Daele pursuant to the Purchase Agreement will be granted free and clear of the Public Improvement Agreement.

2.8 Completion of Public Improvements. While the obligation to complete the Public Improvements pursuant to the Public Improvement Agreement remains an obligation of the Owner, pursuant to Section 4.5 of the Development Agreement, Van Daele shall act as the general contractor for the Owner for purposes of completing the Public Improvements. In connection therewith, Section 4.5 of the Development Agreement further provides that construction on the Public Improvements shall commence prior to the issuance of the twenty-third (23rd) building permit for the Van Daele Project or November 1, 2017, whichever occurs first, and that the Public Improvements shall be completed prior to the issuance of the eighty-fifth (85th) building permit for the Van Daele Project or within one year of the date construction commenced on the Public Improvements, whichever occurs first.

2.9 Continuing Obligation of Church, School and Van Daele. The City is agreeable to removing the Van Daele Property from the encumbrance of the Public Improvement Agreement in consideration of the fact that: (i) the Church and School will remain obligated to complete the Public Improvements pursuant to the Public Improvement Agreement regardless of whether the Van Daele Property is encumbered by the Public Improvement Agreement; and (ii) the issuance of building permits for the Van Daele Project will continue to be limited in number pursuant to Section 4.5 of the Development Agreement until such time that construction of the Public Improvements are completed.

2.10 Amendment of Public Improvement Agreement. Section 3.26 of the Public Improvement Agreement provides that the Public Improvement Agreement may be amended by a written amendment duly executed by and on behalf of the School, the Church and the City.

3. TERMS.

3.1 Removal of Van Daele Property. Subject to the Recitals to this Amendment, which are incorporated herein by reference, the Van Daele Property is hereby removed and released from the encumbrance of the Public Improvement Agreement. The Public Improvement Agreement is hereby removed as a matter of record title from the Van Daele Property.

3.2 New Legal Description of Church Property. The legal description of the Church Property as set forth on Exhibit "A" of the Public Improvement Agreement is hereby amended so as to delete the legal description of the Van Daele Property as described on Exhibit 1 attached hereto and incorporated herein by reference. The legal description of the School Property as set forth on Exhibit B of the Public Improvement Agreement shall remain the same.

3.3 Continuing Effect of Public Improvement Agreement. Except as amended by this Amendment, all provisions of the Public Improvement Agreement shall remain unchanged and in full force and effect. The Public Improvement Agreement remains in full force and effect as to the School Property and all portions of the Church Property other than the Van Daele Property.

3.4 Continuing Effect of Development Agreement. Nothing herein shall change, limit or nullify the Development Agreement.

[SIGNATURES ON NEXT THREE (3) PAGES]

CITY'S SIGNATURE PAGE FOR
FIRST AMENDMENT TO
AGREEMENT FOR COMPLETION OF
NON-MASTER PLAN PUBLIC IMPROVEMENTS
(CROSSROADS CHRISTIAN CHURCH – 2331 KELLOGG AVENUE)
(CROSSROADS CHRISTIAN SCHOOLS OF CORONA - 2380 FULLERTON AVENUE)

CITY OF CORONA,
a California municipal corporation


By: _____
mm Darrell Talbert
City Manager

Attest: _____
Lisa Mobley
City Clerk

Approved as to Form: _____
Dean Derleth
City Attorney

CHURCH'S SIGNATURE PAGE FOR
FIRST AMENDMENT TO
AGREEMENT FOR COMPLETION OF
NON-MASTER PLAN PUBLIC IMPROVEMENTS
(CROSSROADS CHRISTIAN CHURCH – 2331 KELLOGG AVENUE)
(CROSSROADS CHRISTIAN SCHOOLS OF CORONA - 2380 FULLERTON AVENUE)

CROSSROADS CHRISTIAN CHURCH,
a California non-profit religious corporation

By: 
Signature

Galen S. Thomas
Name (Print)

Senior Executive Pastor
Title (Print)

By: 
Signature

Michael L. Underwood
Name (Print)

Vice Chairman, Board of Elders
Title (Print)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

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)

)ss.

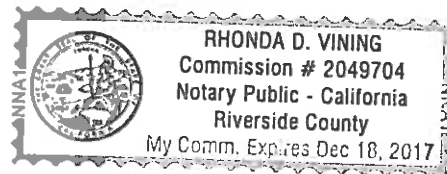
COUNTY OF Riverside)

On June 4, 2012, before me, Rhonda D. Vining, Notary Public, personally appeared Galen S. Thomas 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.

Rhonda D. Vining
Signature



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)

)ss.

COUNTY OF Riverside)

On June 1, 2012, before me, Rhonda D. Vining, Notary Public, personally appeared Michael L. Underwood 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.

Rhonda D. Vining
Signature



SCHOOL'S SIGNATURE PAGE FOR
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(CROSSROADS CHRISTIAN CHURCH – 2331 KELLOGG AVENUE)
(CROSSROADS CHRISTIAN SCHOOLS OF CORONA - 2380 FULLERTON AVENUE)

CROSSROADS CHRISTIAN SCHOOLS OF CORONA,
a California non-profit religious corporation

By: David A. Schoen
Signature

David A. Schoen Board Chair
Name (Print)

Title (Print)

By: Doug Husen
Signature

DOUG HUSEN
Name (Print)

SUPERINTENDENT
Title (Print)

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STATE OF CALIFORNIA)

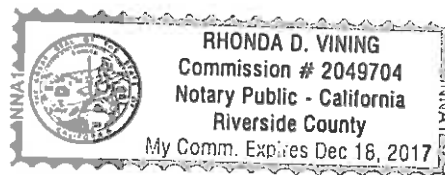
)ss.

COUNTY OF Riverside)

On June 1, 2017, before me, Rhonda D. Vining, Notary Public, personally appeared David A. Schen 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.

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WITNESS my hand and official seal.



Rhonda D. Vining
Signature

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STATE OF CALIFORNIA)

)ss.

COUNTY OF Riverside)

On June 1, 2017, before me, Rhonda D. Vining, Notary Public, personally appeared Doug Norton 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.

Rhonda D. Vinings
Signature



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STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, before me, _____, 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

EXHIBIT 1

LEGAL DESCRIPTION OF VAN DAELE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE TRACT MAP 37057, BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A OF LOT LINE ADJUSTMENT NO. 16-004, RECORDED SEPTEMBER 27, 2016 AS INSTRUMENT NO. 2016-0421524 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED IN SAID DOCUMENT AS FOLLOWS:

PORTIONS OF LOTS 169 AND 170 OF DIVISION I OF THE AMENDED MAP OF ORANGE HEIGHTS, FILED IN BOOK 2, PAGE 1 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 7 WEST, S.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 169 BEING COMMON TO LOT 170, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF KELLOGG AVENUE, 60 FEET WIDE, AS SHOWN ON SAID DIVISION 1 OF THE AMENDED MAP OF ORANGE HEIGHTS, FILED IN BOOK 2, PAGE 1 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID LOT 170, NORTH $30^{\circ}19'00''$ EAST, A DISTANCE OF 126.68 FEET; THENCE, LEAVING SAID NORTHWESTERLY LINE, SOUTH $59^{\circ}49'11''$ EAST, A DISTANCE OF 204.00 FEET; THENCE SOUTH $30^{\circ}19'00''$ WEST, A DISTANCE OF 41.01 FEET;

THENCE SOUTH $59^{\circ}41'39''$ EAST, A DISTANCE OF 71.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}24'01''$, AN ARC DISTANCE OF 53.20 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 197.82 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $55^{\circ}42'22''$ WEST;

THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $84^{\circ}11'18''$, AN ARC DISTANCE OF 290.68 FEET;

THENCE SOUTH $59^{\circ}29'25''$ EAST, A DISTANCE OF 172.69 FEET;

THENCE NORTH $30^{\circ}19'00''$ EAST, A DISTANCE OF 33.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 82.30 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $13^{\circ}39'40''$ WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $64^{\circ}11'39''$, AN ARC DISTANCE OF 92.20 FEET;

THENCE SOUTH 60°59'31" EAST, A DISTANCE OF 13.43 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TRACT 27883-2, FILED IN BOOK 254, PAGES 8 THROUGH 10 INCLUSIVE, OF MAPS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 30°17'41" WEST, ALONG SAID NORTHWESTERLY LINE OF TRACT 27883-2 AND TRACT 27199, FILED IN BOOK 269, PAGES 78 THROUGH 80 INCLUSIVE, OF MAPS OF SAID RIVERSIDE COUNTY, A DISTANCE OF 877.71 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 169;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 169, NORTH 52°46'49" WEST, A DISTANCE OF

830.67 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 169;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 169, NORTH 30°19'00" EAST, A DISTANCE OF

527.88 FEET TO THE POINT OF BEGINNING.

APN: 120-040-005-6 AND 120-040-049-6