

January 10, 2018

To whom it may concern,  
Property address - 1695 Foothill  
Corona, CA. 92881

The proposal of a Tennis Academy for Mr.  
Mrs (Rudy) Redolfo Franco.

I, Rhonda Ann the owner of 2791 State St. Corona,  
Ca. 92881. I have lived at this property address  
for over twenty years. And I have Dan. Mann  
changes on the 1695 Foothill property. I have  
personally met Mr & Mrs Franco, I am very  
pleased to know them! My partner, Larry  
Flower, & I think & know that they have  
done a wonderful job cleaning up their  
property, & also maintaining it. The nice  
block walls, not iron gates is very nice  
& tasteful to the Sta. City of Corona, & also  
my property.

Larry & I certainly have no objection for a Tennis  
Academy being next door! I also think it  
would be a great up scale asset to South  
Corona, & the whole city of Corona with all  
the other nice building industry that is going  
on in the Corona area at this time.

Thank you,

Rhonda Addison  
2791 State St.  
Corona, CA.  
92881

March, 28, 2017

**Subject:** Development agreement for filling of the common canyon area between the proposed A&F Tennis Center located at 1695 East Chase Drive (now Foothill Boulevard) and the private residence located at 1675 Heartland Way in Corona, CA.

This agreement is between Rudy and Maria Franco (Francos), representing the A&F Tennis Center, and Robert and Sherrie Trigg (Triggs), owners of residence at 1675 Heartland Way.

Whereas the Francos are in the process of seeking City approval to construct a tennis center on their property and there exists a low canyon between the two properties varying in depth from one foot to eleven feet deep. In the process of contacting the adjacent neighbors to inform them of the proposed property development plan it was brought up by the Triggs that they had concern about vehicle headlights shining into their living room from the proposed parking area of the tennis center which is a few feet lower in elevation than the ground floor of their house. The existing property line wall resides in the bottom of the canyon and offers no protection from the vehicle headlights at this time.

The Triggs brought forward the idea to fill the canyon that exists between the two properties and construct a new screen wall on the property line that would alleviate the concern of headlight intrusions and also would further benefit the Triggs by re gaining additional flat usable space in their back yard. Furthermore the additional benefit to the proposed tennis center development plan is negligible.

The Francos and Triggs have agreed to a joint effort to fill the canyon and construct a new block screen wall on the property line. The canyon fill will begin in the parkway on Foothill Boulevard and end on the easterly side of their existing house pad slope. No grading will take place within the Metropolitan Water District easement on the Triggs property.

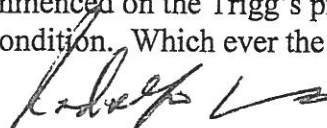
In order to allow the proposed canyon fill plan on both properties to be considered the Francos agree to incorporate the fill plan into their entitlement plans for a conditional use permit and final engineering grading plans for approval by the City of Corona. The Francos further agree to bear the costs of said entitlement and grading plans, as well as additional expenses incurred as a result of adding the canyon fill to their tennis center project including:

- |   |                          |
|---|--------------------------|
| 1. Additional site design surveying                                     | expected cost: \$1000.00 |
| 2. Additional soils investigation on Trigg's property                   | expected cost: \$2500.00 |
| 3. Private storm drain easement quitclaim exhibits for Trigg's property | expected cost: \$1400.00 |

Franco's will also pay the costs of permits, bonds, construction staking, and grading earth moving and fill operations associated with the canyon fill on both properties. Said fill operations will be done in accordance with the City approved grading plans and will be observed and tested for compaction in accordance with local requirements and recommendations by a licensed soils engineer.

In consideration for the proposed canyon fill on both properties to precede the Triggs agree to cooperate with Franco's grading and demolition contractors by cutting and capping off any known private water, irrigation, electric, or other private utility lines that extend into the proposed fill area on the Trigg's property. Triggs also agree to pay for any structural engineering design, permits, and construction of the foundation and wall to be erected on the property line between the two properties from Foothill Boulevard to the existing Metropolitan Water District gate. Additional wall may be required for a short span along Foothill Boulevard along the Trigg's property. Said walls may be a combination of retaining and screen wall at certain locations. Triggs will be responsible for expenses associated with backfilling of over excavated soils on their side of the new walls. Said Wall construction will be done in accordance with the City approved standards and wall plans and will be inspected and approved by the City Building and Safety Department, and will be undertaken such that the wall construction will be completed within two months after the completion and acceptance by the City of the canyon fill.

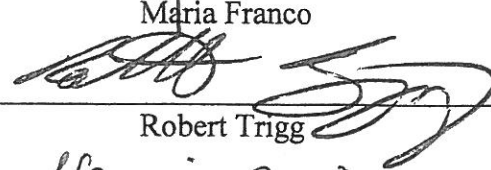
This agreement is contingent upon the project and the engineered grading plans being approved by the City of Corona, and a permit issued for the tennis center construction. This agreement will be null and void if the project is cancelled or abandoned, in which case any work commenced on the Trigg's property will be completed or returned to it's pre construction condition. Which ever the Franco's find most appropriate.

Agreed by:   
Rodolfo Franco

Date 3-31-2017

Agreed by:   
Maria Franco

Date 3/31/17

Agreed by:   
Robert Trigg

Date 3-31-17

Agreed by:   
Sherrie Trigg

Date 3-31-17



**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 RIVERSIDE )  
 On 03/31/2017 before me, HAMLATA PATEL NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer  
 personally appeared RODOLFO FRANCO, MARIA FRANCO, ROBERT TRIGG AND  
 Name(s) of Signer(s)  
SHERRIE TRIGG

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.



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: DEVELOPMENT AGREEMENT TENNIS CENTER  
 Document Date: 03/31/2017 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: \_\_\_\_\_