

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Corona
400 South Vicentia Avenue
Corona, California 92882

Attention: City Clerk

(Space Above For Recorder's Use)
(Exempt from recording fee per Cal. Gov. Code section 6103)

FIRST AMENDMENT
TO
ARANTINE HILLS DEVELOPMENT AGREEMENT

This First Amendment ("**First Amendment**") to the Arantine Hills Development Agreement is entered into this 21st day of November, 2018 ("**Effective Date**"), by and between the CITY OF CORONA, a municipal corporation ("**City**"), and ARANTINE HILLS HOLDINGS, L.P., a Delaware limited partnership ("**Developer**"). The City and Developer are sometimes referred to individually as "**Party**" and collectively as "**Parties**" throughout this First Amendment.

RECITALS

A. City and Developer entered into that certain Arantine Hills Development Agreement dated as of June 1, 2016, and recorded in the official records of the County of Riverside, California on July 21, 2016 as Instrument No. 2016-0306565 ("**Development Agreement**") against certain real property consisting of approximately 276 acres specifically described in Exhibit "A" of the Development Agreement.

B. Recital E of the Development Agreement provides that the Developer may seek to expand the Project area in the City in the future and that the Parties intend that the Development Agreement may be amended to include and govern any such after-acquired property in the City.

C. The Developer has acquired a legal or equitable interest in that certain real property immediately adjacent to the Property consisting of approximately 31.2 acres, which is legally described and depicted in Exhibit "E," attached hereto and incorporated herein by reference ("**Annexed Property**"). The McMillan Trust Under Declaration dated November 9, 2005 ("**Fee Owner**") is the current owner of the fee title interest in the Annexed Property. The Fee Owner has, by executing the Consent to Recordation, attached hereto as Exhibit "F" and incorporated herein by reference, acknowledged the terms and conditions of this First Amendment, including, without limitation, Section 10, and consented to Developer entering into this First Amendment and the recordation of this First Amendment.

D. The Developer desires to amend the Development Agreement to expand the Project area described in the Development Agreement to include the Annexed Property and to thereby require Development of the Annexed Property in a manner consistent with the Development Agreement.

E. In conjunction with the execution of this First Amendment, the City has approved: (i) General Plan Amendment 2018-0001, which, among other things, changes the General Plan designation on 17.4 acres of the Annexed Property from Agriculture to Medium Density Residential and 11.2 acres of the Annexed Property from Agriculture to Open Space ("GPA2018-0001"); (ii) Amendment No. 2 to the Arantine Hills Specific Plan ("SPA2018-0001") which, among other things, adds the Annexed Property to the Arantine Hills Specific Plan; and (iii) Parcel Map 37036 ("PM 37036") that creates a legal lot over the Annexed Property for conveyance purposes. The Parties acknowledge that GPA2018-0001, SPA2018-0001, and PM 37036 are "Subsequent Land Use Regulations" as that term is defined in Section 1.1.31 of the Development Agreement.

F. All terms, phrases and words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment shall have the same meaning ascribed to the same term, phrase, or word, respectively, in the Development Agreement.

G. The City Council finds and determines that this First Amendment is in the best public interest of the City and its residents and adopting this First Amendment constitutes a present and valid exercise of the City's police power. The City and its City Council have determined that the Project, as amended by the Subsequent Land Use Regulations described in Recital E above, is consistent with the Development Agreement and this First Amendment and the Existing Land Use Regulations, as defined in the Development Agreement and this First Amendment. This First Amendment will facilitate the accomplishment of the public benefits described in the Development Agreement.

H. The City finds and determines that all actions required of City precedent to approval of this First Amendment by Ordinance No. 3286 have been duly and regularly taken.

I. As part of the process of approving this First Amendment, GPA2018-0001, SPA2018-0001, and PM 37036, the City Council has required the preparation of an Addendum to the previously certified Supplemental Environmental Impact Report ("SEIR") and Initial Environmental Impact Report ("EIR") for the Arantine Hills Specific Plan and has otherwise carried out all requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines.

J. On October 22, 2018, following a duly noticed and conducted public hearing, the City Planning and Housing Commission recommended that the City Council approve this First Amendment along with GPA2018-001, SPA2018-0001 and PM 37036.

K. On November 7, 2018, following a duly noticed and conducted public hearing and pursuant to CEQA, the City Council certified the Addendum for the above actions.

L. On November 7, 2018, following a duly noticed and conducted public hearing, the City Council determined that the provisions of this First Amendment are, or upon the adoption of GPA2018-0001, SPA 2018-0001 and PM 37036 will be, consistent with the City's General Plan and zoning designation, and introduced Ordinance No. 3286 approving and authorizing the execution of this First Amendment.

M. On November 21, 2018, the City Council adopted Ordinance No. 3286 approving and authorizing the execution of this First Amendment. A copy of Ordinance No. 3286 is on file at the office of the City Clerk, with adopted findings and conditions pertaining thereto, including those relating to the environmental documentation for the First Amendment.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Subsequent Land Use Regulations.** As provided in Section 3.13.3.5 of the Development Agreement, Developer hereby provides written consent to the application of the Subsequent Land Use Regulations described in Recital E of this First Amendment to the Development of the Property and the Annexed Property.
2. **Section 3.9.2 – Traffic Signal Improvements.** Section 3.9.2 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

“3.9.2 Traffic Signal Improvements.

3.9.2.1 Bedford Canyon Road / Georgetown Drive. Prior to issuance of the first production building permit for the Project, Developer shall pay to the City one hundred percent (100%) of the estimated cost to construct a traffic signal at Bedford Canyon Road and Georgetown Drive based upon the estimated costs of construction at the time such fees are paid to the City. Concurrent with the issuance of the first building permit, Developer's and City's rights and obligations set forth in this Section 3.9.2 shall survive expiration or termination of this Agreement.

3.9.2.2 Masters Drive / California Avenue. Developer shall pay to the City sixty-four (64%) of the estimated cost to construct traffic signal improvements at Masters Drive and California Avenue based upon the estimated costs of construction at the time such fees are paid to the City. The Parties acknowledge and agree that the Total Cost of construction of the traffic signal improvements at Masters Drive and California Avenue may change during the term of this Agreement and the City's Public Works Director shall, in his sole and absolute discretion, determine the

estimated costs of construction of the traffic signal improvements at Masters Drive and California Avenue based upon the most recent engineering estimates and other reasonably available data.

To secure Developer's obligation under this Section 3.9.2.2, Developer shall, on or before November 16, 2018 provide a performance bond in an amount equal to sixty-four percent (64%) of the estimated Total Cost of the traffic signal improvements at Masters Drive and California Avenue. The performance bond may include an annually renewable clause provided the bond is in substantially the same form as that bond included in Exhibit "G" of this Agreement and the terms of the bond include all of the following:

(A) The surety to provide written notice to the City and the Developer of its intent to not extend the bond ("Potential Non-Renewed Bond") at least sixty (60) days prior to the date the Potential Non-Renewed Bond expires;

(B) In the event the surety provides such notice, Developer shall, at least thirty (30) days prior to the expiration of the Potential Non-Renewed Bond, either post a new performance bond that satisfies the requirements of this Section 3.9.2.2 or provide a cash payment to the City for the full amount of the Potential Non-Renewed Bond;

(C) If Developer is unable, or otherwise fails, to provide a new performance bond acceptable to the City pursuant to the terms of this Section 3.9.2.2 and fails to provide a cash payment to the City for the full amount of the Potential Non-Renewed Bond at least thirty (30) days prior to the date the Potential Non-Renewed Bond expires, the Developer shall be deemed to be in default under this Agreement and the surety shall, without complying with any procedures set forth in Section 5 or 6 of this Agreement:

(i) cure the default; or

(ii) assume and perform the Developer's obligations under this Section 3.9.1.2; or

(iii) tender to the City funds sufficient to satisfy Developer's obligations under this Section 3.9.2.2 up to the amount of the Potential Non-Renewed Bond; and

(D) The performance bond may not be cancelled during a term for any reason, such as lack of a premium payment by Developer or default of Developer.

(E) Any performance bond provided pursuant to this Section 3.9.2.2 shall also further provide that no change or alteration of this Agreement, extensions of time, or modifications of the time, terms, or conditions of the construction of the traffic signal at Masters Drive and California Avenue, will release the surety. The performance bonds required under this Section 3.9.2.2 must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California.

(F) The City will review the need for the traffic signal improvements at Masters Drive and California Avenue on an annual basis as development of the Project progresses. At such time that the City's Public Works Director determines, in his sole and absolute discretion, that the traffic signal improvements at Masters Drive and California Avenue are warranted, the City will provide written notice to Developer of the City's intent to construct the traffic improvements at Masters Drive and California Avenue. Within thirty (30) days of receiving the City's notice, Developer shall deposit with the City a cash payment in an amount equal to sixty-four percent (64%) of the then-current estimated Total Cost of the traffic signal improvements at Masters Drive and California Avenue. Any performance bond provided pursuant to this Section 3.9.2.2 shall not expire or be exonerated unless and until the Developer deposits with the City a cash payment in an amount equal to sixty-four percent (64%) of the then-current estimated Total Cost of the traffic signal improvements at Masters Drive and California Avenue."

3. **Section 3.18.5 – Parkland and Open Space.** Section 3.18.5 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

"3.18.5 Parkland and Open Space. Developer shall receive a credit up to a maximum amount of \$7,550,262 against the applicable DIF parkland and open space / Quimby fees attributable to the Project, which shall be determined by the following formula: $\$1,187,148 \times 0.5 \times$ acreage of flat or usable Private Parks, as determined by the City's Department of Water and Power General Manager, constructed or installed by Developer within the Project plus $\$1,187,148 \times 1.0 \times$ acreage of Public Trail constructed or installed by Developer within the Project ("**Parkland DIF Credit**"). The Parkland DIF Credit shall not be given for any portions of the Private Parks that are slopes or for any Private Parks that are less

than 0.30 acres in size, as determined by the City's Department of Water and Power General Manager. The Parkland DIF Credit shall only apply to and be given for Public Trails that provide dedicated public access for recreational purposes. The approximate acreage of Private Parks and Public Trails to be constructed or installed by Developer within the Project is as follows:

- (a) Lot H, private park – 1.12 acre
- (b) Lot I, private park – 2.00 acres
- (c) Lot J, private park – 2.47 acres
- (d) Lot L, private park – 0.30 acres
- (e) Public trail – 2.3 acres
- (f) Planning Area 18, private park – 1.2 acres

Additional Private Parks may be constructed within the Project by the Developer provided that the maximum Parkland DIF Credit shall not exceed \$7,550,262. The neighborhood park in Planning Area 7, Lot "J", as described in the Arantine Hills Specific Plan, shall be completed prior to the issuance of a certificate of occupancy for the 390th production residential unit in the Project. The neighborhood park in Planning Area 4, Lot "I", as described in the Arantine Hills Specific Plan, shall be completed prior to the issuance of a certificate of occupancy for the 1,300th production residential unit in the Project. The mini parks within Planning Areas 15 and 3, Lots "H" and "L", as described in the Arantine Hills Specific Plan, shall be constructed concurrently with the construction of the residential units in the adjacent Planning Areas 14 and 2 respectively. The Public Trail along Street "A" and Street "B" up to the intersection with Street "C" as identified in the Arantine Hills Specific Plan shall be completed prior to the issuance of a certificate of occupancy for the last production residential unit in Phase 1. The Public Trail along Street "B" from the intersection with Street "C" to the southwest border of the Property as identified in the Arantine Hills Specific Plan shall be completed prior to the issuance of a certificate of occupancy for the first production residential unit in the third phase of the Project, as defined in the Arantine Hills Specific Plan. The Parkland DIF Credit shall be applied on a per unit basis upon issuance of building permits or recordation of final map, as applicable. Developer shall pay the balance between the Parkland DIF Credit and the total DIF parkland and open space Quimby fees attributable to the Project shall be paid as follows:

(a) Prior to issuance of a certificate of occupancy for the last production residential unit in Phase 1, Developer shall pay \$1,500,000 to City to be credited towards the applicable DIF parkland and open space / Quimby fees attributable to the Project.

(b) Developer shall pay the remaining balance to City on a per unit basis upon issuance of building permits or recordation of final map, as applicable once the Parkland DIF Credit has been exhausted.

(c) Concurrent with the issuance of the first building permit, Developer's and City's rights and obligations set forth in this Section 3.18.5 shall survive expiration or termination of this Agreement."

4. **Exhibit "A"**. Exhibit "A" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated herein by reference. From and after the date of this First Amendment, whenever the term "Property" appears in the Development Agreement, it shall mean the Property described and depicted in Exhibit "A-1" of this First Amendment.

5. **Exhibit "B"**. Exhibit "B" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit "B-1" attached hereto and incorporated herein by reference. From and after the date of this First Amendment, whenever the term "Existing Project Approvals" appears in the Development Agreement, it shall mean the Project Approvals listed in Exhibit "B-1" of this First Amendment.

6. **Exhibit "D"**. Exhibit "D" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit "D-1" attached hereto and incorporated herein by reference.

7. **Continuing Effect of Agreement**. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Development Agreement, it shall mean the Development Agreement as amended by this First Amendment.

8. **Adequate Consideration**. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

9. **Counterparts**. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

10. **Automatic Termination**. Without complying with any procedures set forth in Section 5 or 6 of the Development Agreement, this First Amendment shall immediately and

automatically terminate and be of no force or effect if Developer fails to acquire fee title ownership of the Annexed Property by December 31, 2020 or otherwise ceases to have a legal or equitable interest in the Annexed Property prior to December 31, 2020.

[SIGNATURES ON FOLLOWING THREE (3) PAGES]

**CITY'S SIGNATURE PAGE FOR
FIRST AMENDMENT
TO
ARANTINE HILLS DEVELOPMENT AGREEMENT**

**CITY OF CORONA,
a California municipal corporation**

By: _____
Karen Spiegel
Mayor

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**DEVELOPER'S SIGNATURE PAGE FOR
FIRST AMENDMENT
TO
ARANTINE HILLS DEVELOPMENT AGREEMENT**

ARANTINE HILLS HOLDINGS, L.P.,
a Delaware limited partnership

By: _____

Its: _____

By: _____

Its: _____

As to Lots 1 and 12 of Tract No. 37030:

TRI POINTE HOMES, INC.,
a Delaware corporation

By: _____

Its: _____

By: _____

Its: _____

As to Lot 18 and Units 111 to 122 on Lots 19 and 20 of Tract No. 37030:

THE NEW HOME COMPANY SOUTHERN CALIFORNIA LLC,
a Delaware limited liability company

By: _____

Its: _____

By: _____

Its: _____

As to Lot 13 of Tract No. 37030:

WOODSIDE 05S, LP,
a California limited partnership

By: WDS GP, Inc.
Its: General Partner

By: _____

Its: _____

State of California)
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 _____ (Seal)

State of California)
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 _____ (Seal)

EXHIBIT "A-1"

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

Real property in the City of Corona, State of California, described as follows:

[SEE ATTACHED TEN (10) PAGES]

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantine Hills Development

(Existing Plus Annexed Property)

Being a portion of Sections 16, 17 and 20, Township 4 South, Range 6 West, San Bernardino Meridian, in the City of Corona, County of Riverside, State of California, more particularly described as follows:

BEGINNING at the intersection of the southerly Right-of-Way line of Eagle Glen Parkway and the easterly line of Lot "W" as shown on Tract No. 28476 filed in Book 270 of Maps, at Pages 90 through 102, inclusive, in the office of the County Recorder of said county;

Thence along said easterly line the following nineteen (19) courses:

1. Thence South 01°22'06" West a distance of 179.88 feet;
2. Thence South 23°43'31" West a distance of 559.94 feet;
3. Thence South 34°00'47" West a distance of 349.99 feet;
4. Thence South 40°04'48" West a distance of 233.99 feet;
5. Thence South 13°46'44" West a distance of 244.99 feet;
6. Thence South 22°45'46" West a distance of 199.99 feet;
7. Thence South 53°21'05" West a distance of 226.01 feet;
8. Thence South 39°49'19" West a distance of 253.05 feet;
9. Thence North 89°09'08" West a distance of 308.61 feet;
10. Thence South 0°59'13" West a distance of 896.72 feet;
11. Thence North 88°23'33" West a distance of 45.57 feet;
12. Thence South 46°50'20" West a distance of 204.89 feet;
13. Thence South 57°45'39" West a distance of 360.58 feet;
14. Thence South 49°25'47" West a distance of 363.13 feet;
15. Thence South 37°37'49" West a distance of 321.17 feet;
16. Thence South 41°43'51" West a distance of 302.13 feet;
17. Thence South 29°09'15" West a distance of 271.10 feet;
18. Thence South 27°15'45" West a distance of 308.58 feet;
19. Thence South 24°03'08" West a distance of 182.19 feet to a point on the south line of the north half of said Section 20;

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantine Hills Development

(Existing Plus Annexed Property)

Thence South 89°39'38" East along said south line a distance of 178.69 feet to a point on the west line of the East one-half of the Southwest one-quarter of said Section 20;

Thence South 1°11'59" West along said west line a distance of 1752.12 feet;

Thence North 28°43'10" East a distance of 93.55 feet;

Thence North 4°56'15" East a distance of 141.16 feet;

Thence North 29°06'50" East a distance of 31.47 feet;

Thence North 54°56'38" East a distance of 88.12 feet;

Thence North 39°11'35" East a distance of 317.99 feet;

Thence North 13°25'02" East a distance of 38.77 feet;

Thence North 62°48'31" East a distance of 263.37 feet;

Thence North 56°06'47" East a distance of 126.85 feet;

Thence North 62°12'08" East a distance of 160.44 feet;

Thence North 55°18'43" East a distance of 193.41 feet;

Thence North 28°04'42" East a distance of 129.61 feet;

Thence North 42°39'55" East a distance of 260.92 feet;

Thence North 27°50'57" East a distance of 28.00 feet;

Thence North 42°10'42" East a distance of 56.08 feet;

Thence North 45°56'26" East a distance of 348.28 feet;

Thence North 34°34'46" East a distance of 202.29 feet to a point on the south line of the north half of said Section 20;

Thence North 89°39'38" West along said south line a distance of 117.94 feet;

Thence from said south line North 54°19'29" East a distance of 504.54 feet;

Thence North 58°20'31" East a distance of 255.66 feet;

Thence North 12°12'30" East a distance of 147.78 feet;

Thence North 55°55'49" East a distance of 264.56 feet;

Thence North 40°34'55" East a distance of 296.15 feet;

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantine Hills Development

(Existing Plus Annexed Property)

Thence North 50°33'13" East a distance of 108.35 feet to a point on the west line of Parcel Map No. 17088 filed in Book 105 of Parcel Maps, at Pages 42 and 43 in the office of the County Recorder of said county;

Thence North 0°56'20" East along said west line a distance of 287.57 feet to the northwest corner of said Parcel Map No. 17088;

Thence South 89°23'52" East along the north line of said Parcel Map No. 17088 a distance of 1317.50 feet to a point on the east line of said Section 20;

Thence North 00°55'25" East along said east line a distance of 1303.83 feet to the northeast corner of said Section 20;

Thence North 88°00'05" East along the south line of said Section 16 a distance of 2303.71 feet to a point on the southwesterly Right-of-Way of Route 15, as shown on California Department of Transportation Right-of-Way Map No. 989585;

Thence North 32°54'32" West along said southwesterly Right-of-Way line a distance of 485.30 feet;

Thence North 45°17'02" West along said southwesterly Right-of-Way line a distance of 117.40 feet;

Thence North 72°57'19" West a distance of 75.18 feet;

Thence North 51°08'22" West a distance of 30.02 feet;

Thence North 43°22'54" West a distance of 45.19 feet;

Thence North 40°17'15" West a distance of 51.64 feet to the beginning of a tangent curve concave southwesterly having a radius of 1370.00 feet;

Thence northwesterly along said curve through a central angle of 18°58'45", an arc length of 453.81 feet;

Thence North 59°16'00" West a distance of 93.29 feet;

Thence North 35°19'10" East a distance of 93.76 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1739.00 feet, a radial line to said point bears North 35°19'10" East;

Thence northwesterly along said non-tangent curve through a central angle of 14°17'45", an arc length of 433.90 feet;

Thence North 68°58'35" West a distance of 148.41 feet;

Thence North 72°18'21" West a distance of 313.47 feet;

Thence North 78°33'38" West a distance of 584.36 feet to the beginning of a tangent curve concave northeasterly having a radius of 558.00 feet;

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantine Hills Development

(Existing Plus Annexed Property)

Thence westerly and northerly along said curve through a central angle of $71^{\circ}18'17''$, an arc distance of 694.43 feet;

Thence North $7^{\circ}15'21''$ West a distance of 29.14 feet;

Thence South $82^{\circ}46'17''$ West a distance of 106.42 feet;

Thence North $56^{\circ}38'58''$ West a distance of 224.84 feet;

Thence South $67^{\circ}27'52''$ West a distance of 205.89 feet;

Thence North $26^{\circ}43'45''$ West a distance of 12.17 feet;

Thence North $61^{\circ}17'44''$ East a distance of 96.40 feet;

Thence North $70^{\circ}44'26''$ East a distance of 90.17 feet;

Thence North $80^{\circ}17'17''$ East a distance of 198.17 feet;

Thence South $82^{\circ}41'20''$ West 119.48 feet to the beginning of a non-tangent curve concave southerly having a radius of 978.41 feet, a radial line to the beginning of said curve bears North $4^{\circ}14'43''$ West;

Thence westerly 114.79 feet along said curve through a central angle of $6^{\circ}43'20''$ to the beginning of a non-tangent curve concave southerly having a radius of 1024.75 feet, a radial line to the beginning of said curve bears North $13^{\circ}48'48''$ West;

Thence westerly 197.44 feet along said curve through a central angle of $11^{\circ}02'22''$;

Thence non-tangent from said curve North $24^{\circ}51'10''$ West 23.32 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 1048.00 feet, a radial line to the beginning of said curve bears North $24^{\circ}50'34''$ West;

Thence southwesterly 21.46 feet along said curve through a central angle of $1^{\circ}10'23''$;

Thence tangent from said curve South $63^{\circ}59'03''$ West 40.79 feet to the beginning of a tangent curve concave southeasterly having a radius of 948.00 feet;

Thence southwesterly 306.00 feet along said curve through a central angle of $18^{\circ}29'40''$ to the **POINT OF BEGINNING.**

Containing 306.19 Acres, more or less.

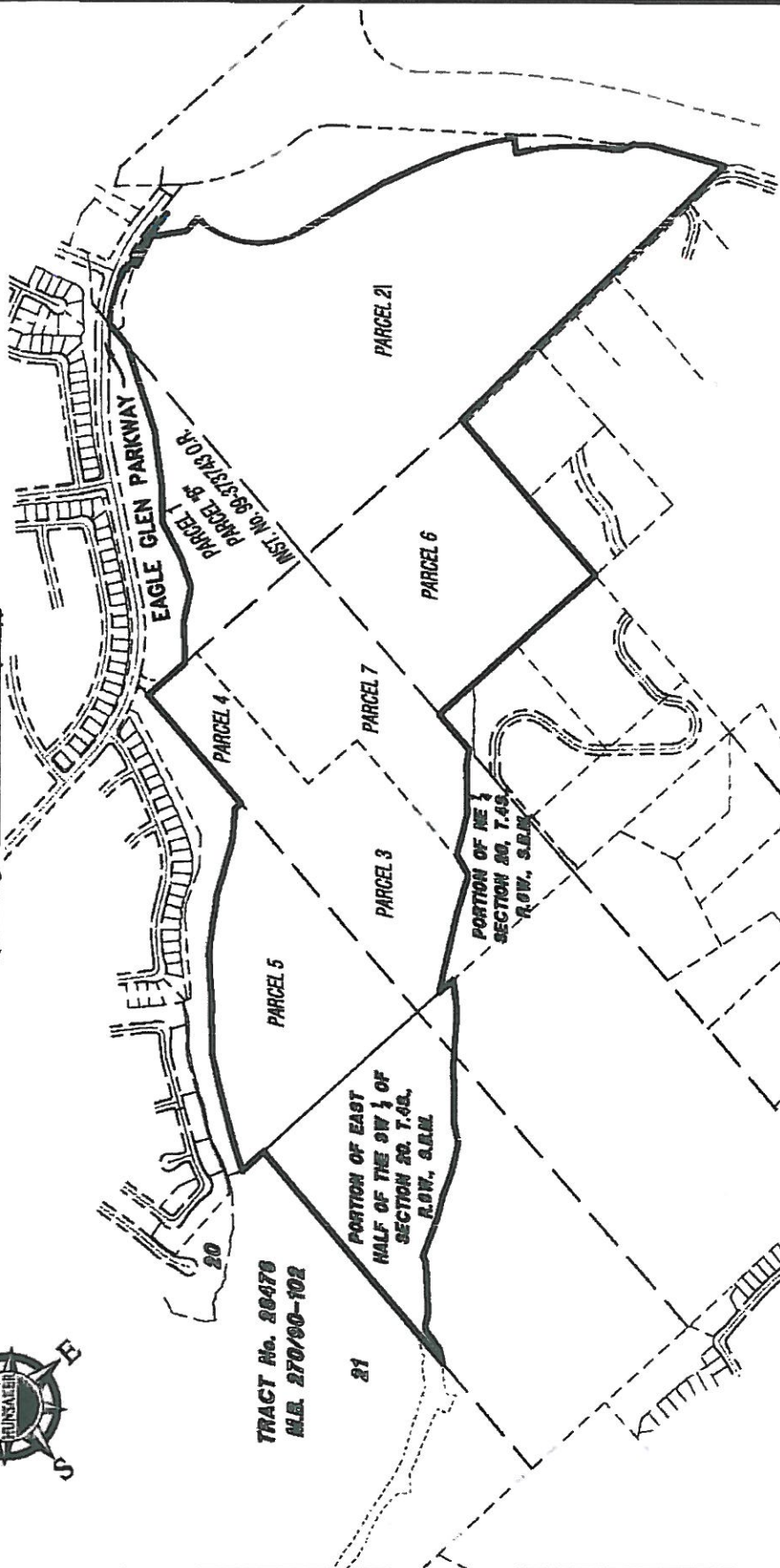

Robert N. Beuschlein
PLS 7874

10/15/2018
Date



EXHIBIT "A-1"

Legal Description and Depiction of the Overall Araratine Hills Development
(Existing Plus Annexed Property)



TRACT No. 28478
 A.L.S. 270/90-102



Robert N. Beuschlein
 DATE 10/15/2018
 ROBERT N. BEUSCHLEIN, PLS 7874

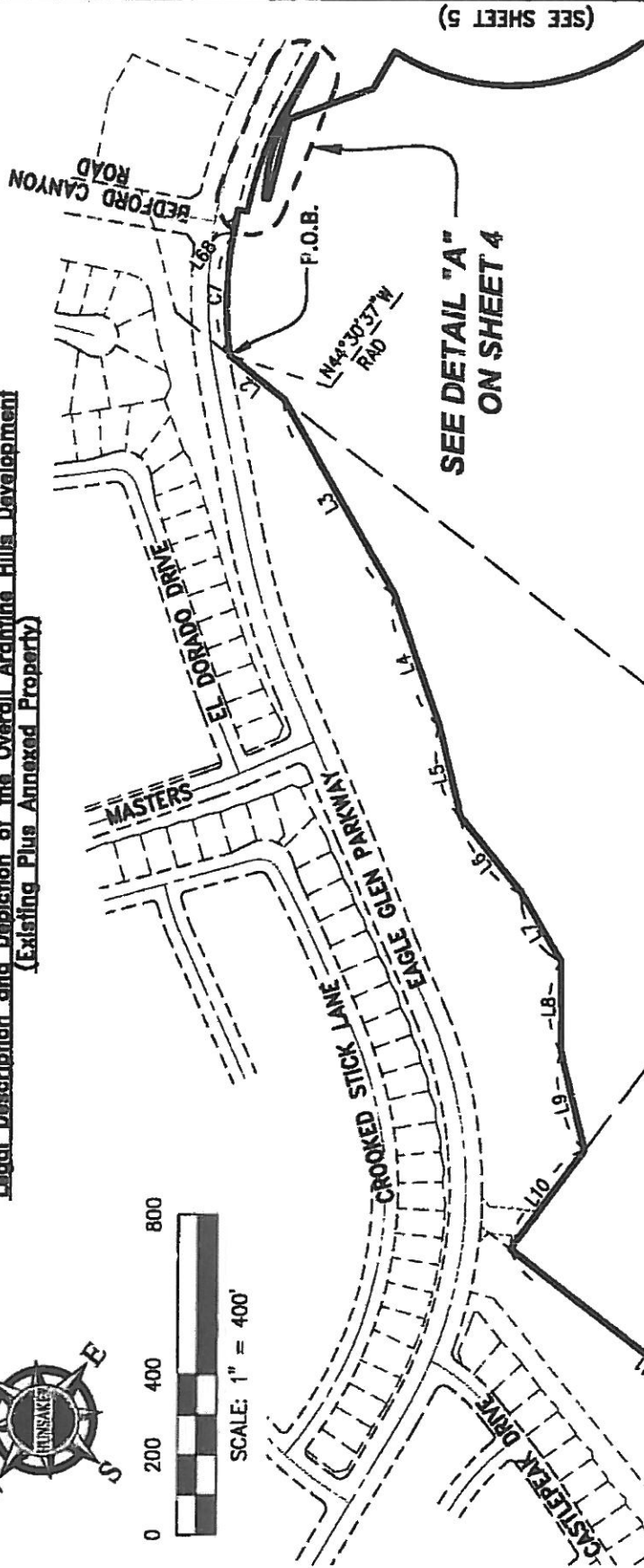
LD2018-042 - PA-OVERALL

HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951) 352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arcantine Hills Development
(Existing Plus Annexed Property)

SHEET 2 OF 6



SEE DETAIL "A"
ON SHEET 4

(SEE SHEET 5)

(SEE SHEET 3)

LD2018-042 - PA-OVERALL



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE, CA 92504 (951) 352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

NOTE
SEE SHEET 6 FOR LINE AND
CURVE DATA TABLES.

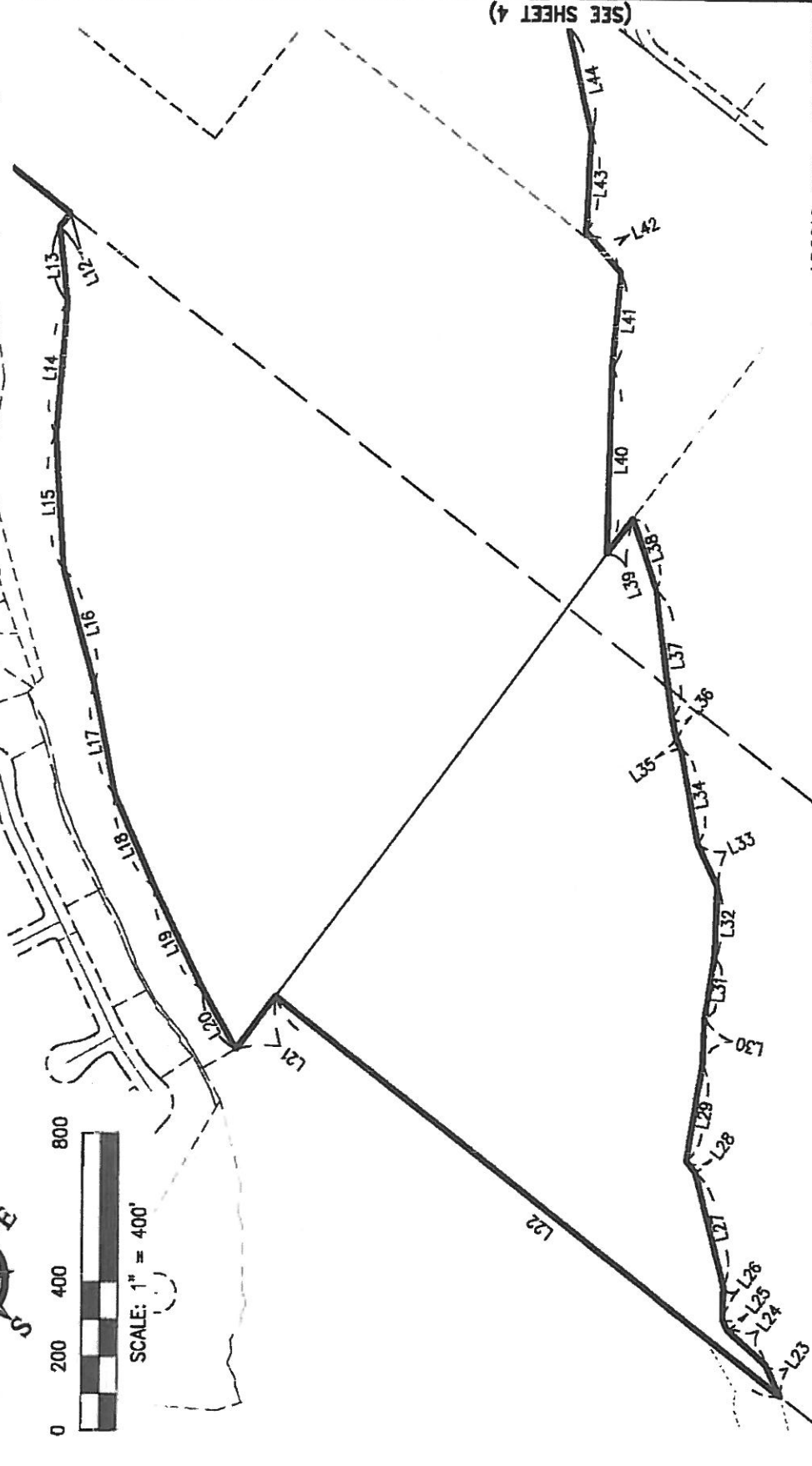
EXHIBIT "A-1"

SHEET 3 OF 6

Legal Description and Depiction of the Overall Arantime Hills Development
(Existing Plus Annexed Property)



(SEE SHEET 2)



(SEE SHEET 4)

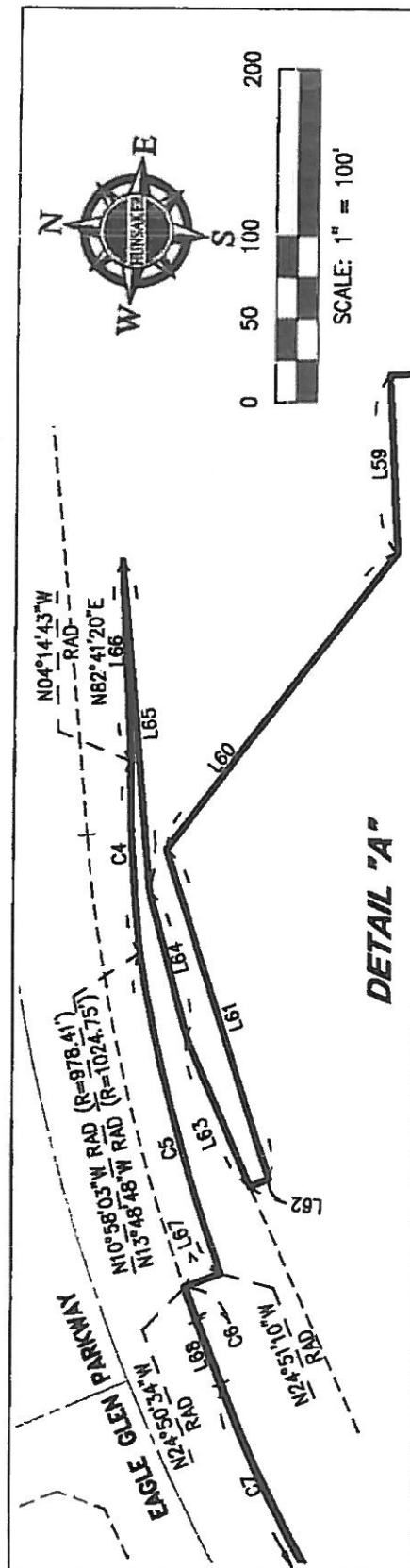
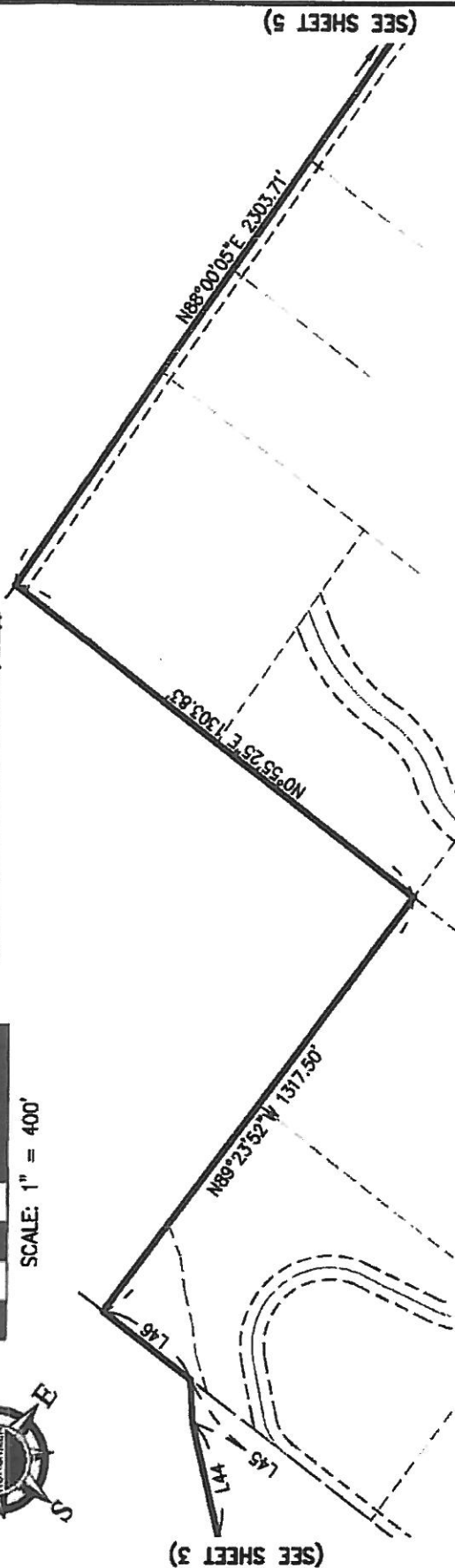
NOTE:
SEE SHEET 6 FOR LINE AND
CURVE DATA TABLES.



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

LD2018-042 - PA-OVERALL

d. Depletion of the Overall Araratine Hills Development (Existing Plus Annexed Property)



NOTE
SEE SHEET 6 FOR LINE AND
CURVE DATA TABLES.



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INLAND EMPIRE REGION
 2800 ADAMS STREET, SUITE A-15
 RIVERSIDE CA. 92504 (951)352-7200

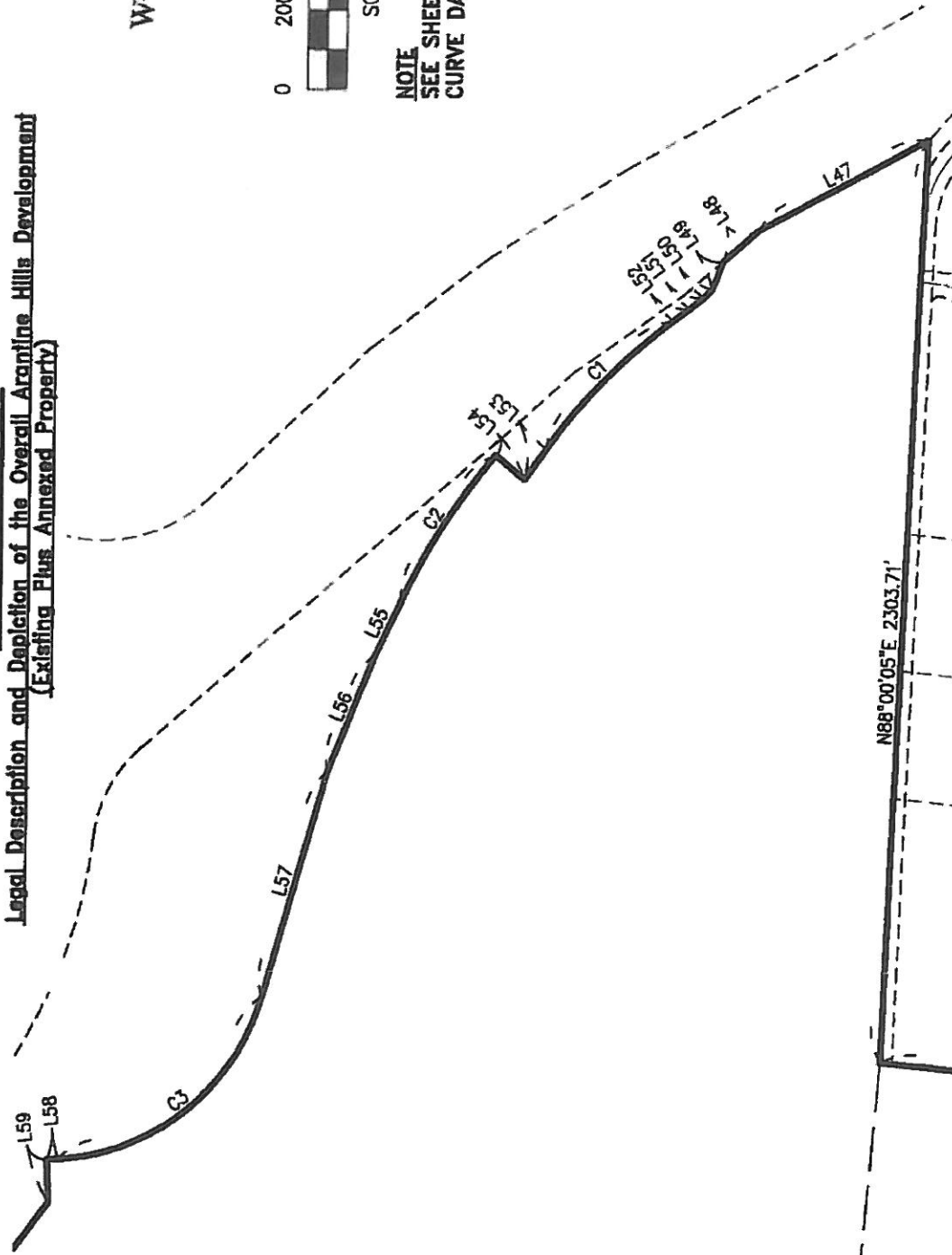
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

LD2018-042 - PA-OVERALL

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantline Hills Development
(Existing Plus Annexed Property)

(SEE SHEET 2)



N88°00'05"E 2303.71'

1303.83
N0°55'25"E

(SEE SHEET 4)



NOTE
SEE SHEET 6 FOR LINE AND
CURVE DATA TABLES.

LD2018-042 - PA-OVERALL



HUNSAKER & ASSOCIATES IRVINE, INC
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PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "A-1"

Legal Description and Depiction of the Overall Arantine Hills Development
(Existing Plus Annexed Property)

SHEET 6 OF 6

LINE TABLE - SHEET 2 AND 3 ONLY		
LINE	BEARING	LENGTH
L1	N1°22'06"E	125.30'
L2	N1°22'08"E	179.88'
L3	N23°43'31"E	559.84'
L4	N34°00'47"E	349.99'
L5	N40°04'48"E	233.99'
L6	N13°46'44"E	244.99'
L7	N22°45'46"E	199.99'
L8	N53°21'05"E	226.01'
L9	N39°49'19"E	253.05'
L10	N89°09'08"W	308.61'
L11	N0°59'13"E	896.72'
L12	N88°23'33"W	45.57'
L13	N48°50'20"E	204.89'
L14	N57°45'39"E	360.58'
L15	N49°25'47"E	363.13'
L16	N37°37'49"E	321.17'
L17	N41°43'51"E	302.13'
L18	N29°09'15"E	271.10'
L19	N27°15'45"E	308.58'
L20	N24°03'08"E	182.19'
L21	N89°38'38"W	178.69'
L22	N01°11'59"E	1752.12'
L23	N28°43'10"E	93.55'
L24	N4°56'15"E	141.16'
L25	N29°06'50"E	31.47'
L26	N54°56'38"W	88.12'
L27	N39°11'35"E	317.99'
L28	N13°25'02"E	38.77'
L29	N62°48'31"E	263.37'
L30	N56°06'47"E	126.85'
L31	N62°12'08"E	180.44'
L32	N55°18'43"E	193.41'
L33	N28°04'42"E	129.61'
L34	N42°39'55"E	260.92'
L35	N27°50'57"E	28.00'
L36	N42°10'42"E	56.08'
L37	N45°56'26"E	348.28'
L38	N34°34'46"E	202.29'
L39	N89°39'38"W	117.94'
L40	N54°19'29"E	504.54'

LINE TABLE - SHEET 2 AND 3 ONLY		
LINE	BEARING	LENGTH
L41	N58°20'31"E	255.66'
L42	N12°12'30"E	147.78'
L43	N55°55'49"E	264.56'
L44	N40°34'55"E	296.15'
L45	N50°33'13"	108.35'
L46	N00°56'20"E	287.57'
L47	N32°54'32"W	485.30'
L48	N45°17'02"W	117.40'
L49	N72°57'19"W	75.16'
L50	N51°08'22"W	30.02'
L51	N43°22'54"W	45.19'
L52	N40°17'15"W	51.64'
L53	N59°16'00"W	93.29'
L54	N35°19'10"E	93.76' RAD
L55	N68°58'35"W	148.41'
L56	N72°18'21"W	313.47'
L57	N78°33'38"W	584.36'
L58	N07°15'21"W	28.14'
L59	N82°46'17"E	106.42'
L60	N56°38'58"W	224.84'
L61	N67°27'52"E	205.89'
L62	N26°43'45"W	12.17'
L63	N61°17'44"E	96.40'
L64	N70°44'28"E	90.17'
L65	N80°17'17"E	198.17'
L66	N82°41'20"E	119.48'
L67	N24°51'10"W	23.32'
L68	N63°59'03"E	40.79'

CURVE TABLE - SHEET 2 AND 3 ONLY			
CURVE	DELTA	RADIUS	LENGTH
C1	18°58'45"	1370.00'	453.81'
C2	14°17'45"	1739.00'	433.90'
C3	71°18'17"	558.00'	694.43'
C4	6°43'20"	978.41'	114.79'
C5	11°02'22"	1024.75'	197.44'
C6	01°10'23"	1048.00'	21.46'
C7	18°29'40"	948.00'	306.00'



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 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

LD2018-042 - PA-OVERALL

EXHIBIT "B-1"

EXISTING PROJECT APPROVALS

General Plan Amendment (GPA 15-001)

Arantine Hills Specific Plan Amendment (SPA 15-002)

Tentative Tract Map 36294R (TTM 36294R)

Certified Final Supplemental Environmental Impact Report
for Arantine Hills Specific Plan Amendment (SCH # 2006091093)

General Plan Amendment (GPA2018-0001)

Arantine Hills Specific Plan Amendment No. 2 (SPA2018-0001)

Parcel Map 37036 (PM 37036)

Addendum No. 1 to Certified Environmental Impact Report and Final Supplemental
Environmental Impact Report for Arantine Hills Specific Plan Amendment No. 2 (SCH #
2006091093)

EXHIBIT "D-1"

PROJECT DEPICTION

[SEE ATTACHED FIVE (5) PAGES]

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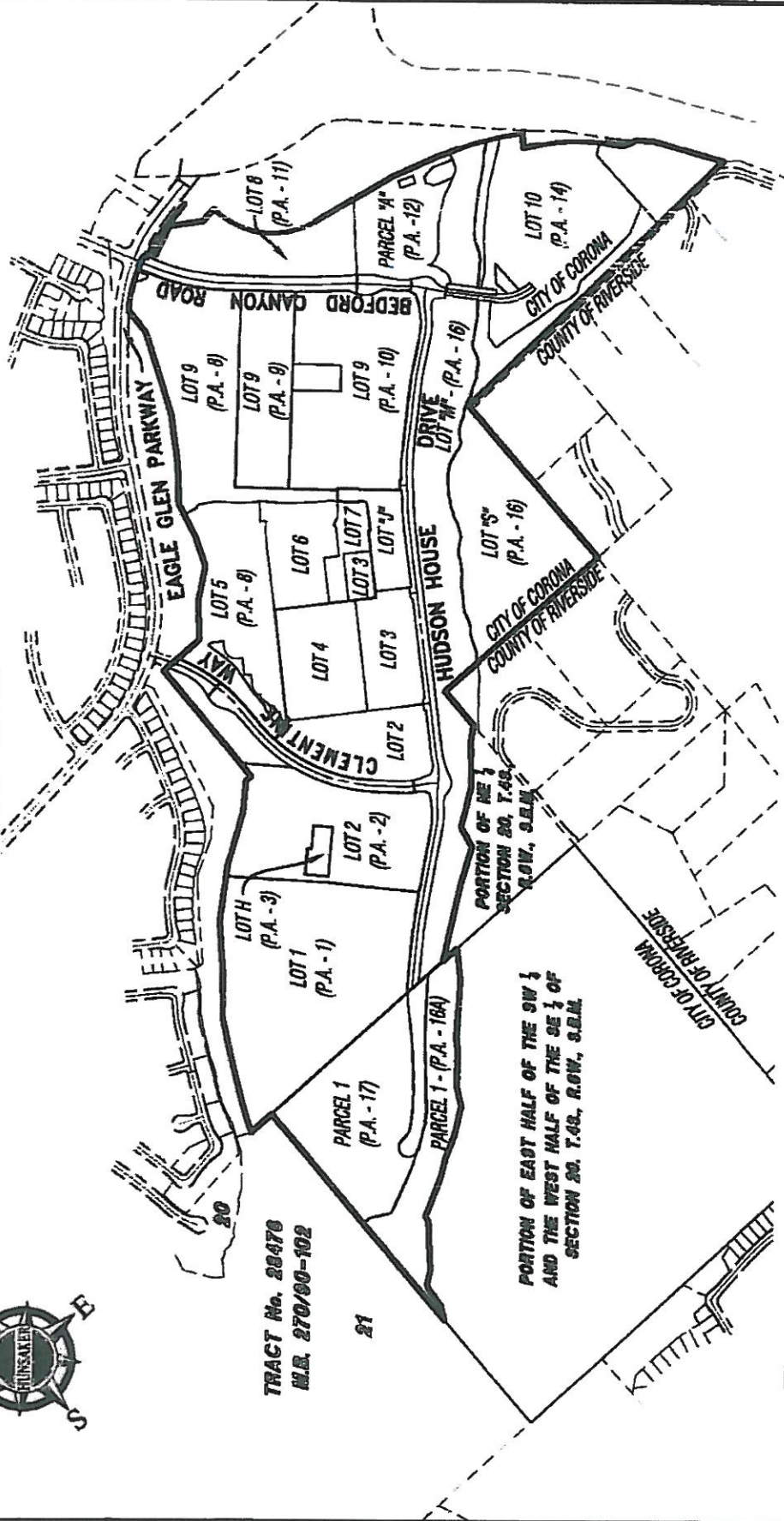
EXHIBIT "D-1"
FIRST AMENDMENT TO ARANTINE HILLS
DEVELOPMENT AGREEMENT

EXHIBIT "D-1"

Project Depiction



TRACT No. 28478
M.B. 270/80-102



Robert N. Beuschlein

ROBERT N. BEUSCHLEIN, PLS 7874

10/15/2018

DATE



HUNSAKER & ASSOCIATES IRVINE, INC
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2900 ADAMS STREET, SUITE A-15
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LD2018-042 - PA-OVERALL (EXHIBIT D-1)

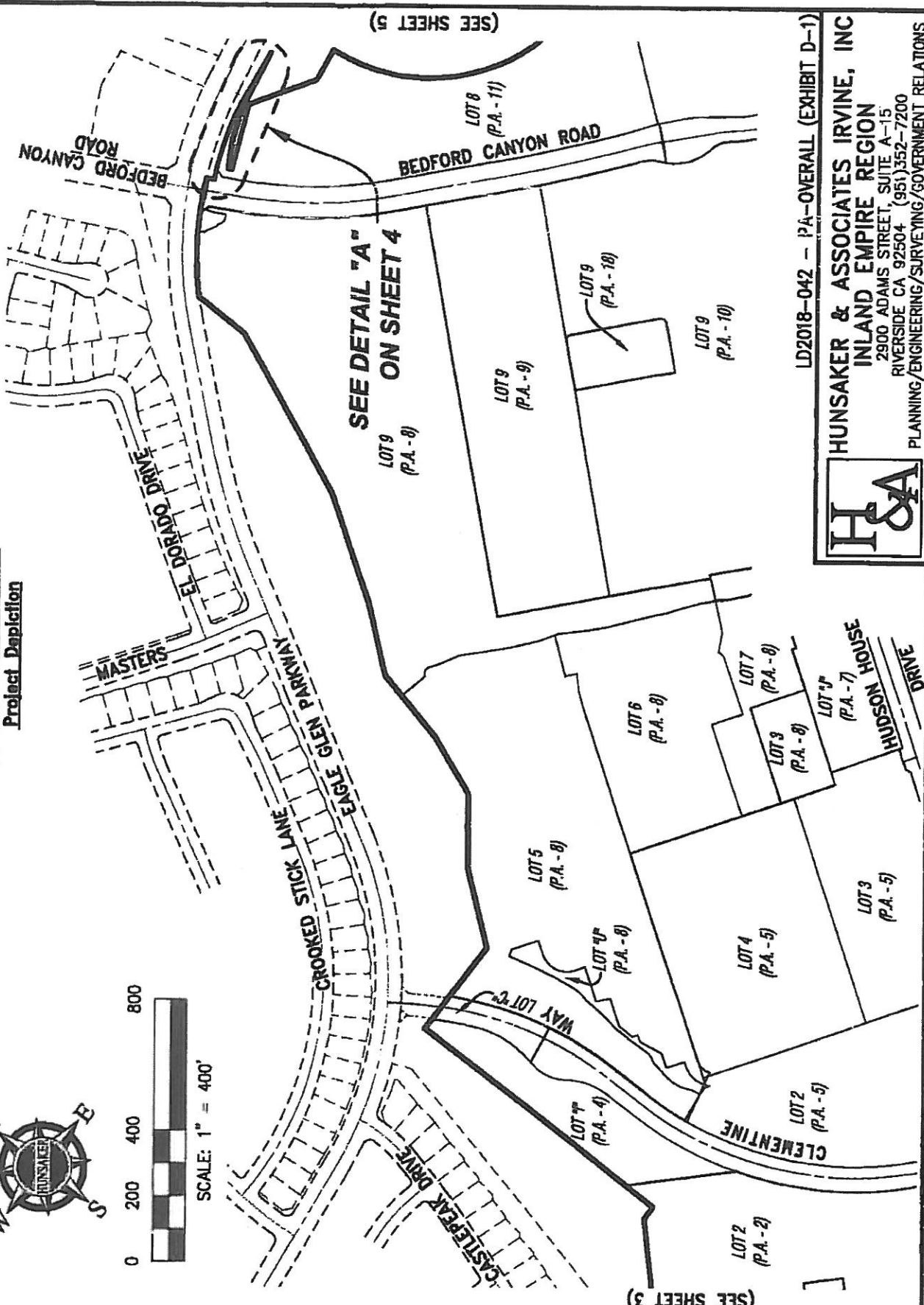
EXHIBIT "D-1"

Project Depiction

SHEET 2 OF 5



SCALE: 1" = 400'



(SEE SHEET 3)

(SEE SHEET 5)



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
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 RIVERSIDE CA 92504 (951) 352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

LD2018-042 - P.A.-OVERALL (EXHIBIT D-1)

EXHIBIT "D-1"

SHEET 3 OF 5

Project Depiction



SCALE: 1" = 400'

(SEE SHEET 2)

LOT 4
(P.A. - 4)

CLEMENTINE

LOT 2
(P.A. - 5)

LOT 4
(P.A. - 3)

LOT 2
(P.A. - 2)

LOT 1
(P.A. - 1)

HUDSON HOUSE

DRIVE

LOT 16
(P.A. - 16)

(SEE SHEET 4)

PARCEL 1
(P.A. - 17)

PARCEL 1
(P.A. - 16A)

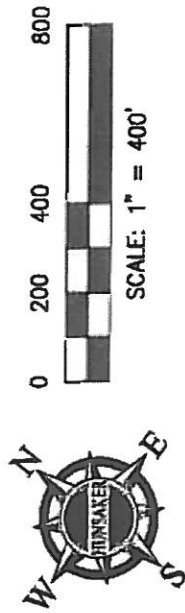
LD2018-042 - PA-OVERALL (EXHIBIT D-1)



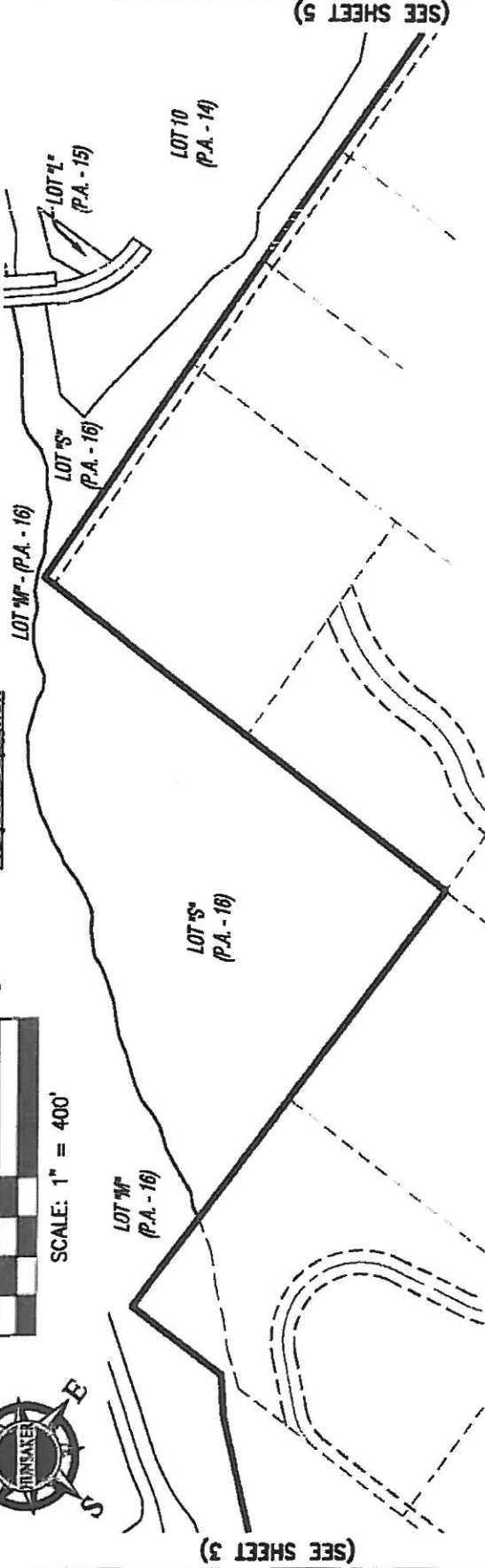
HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "D-1"

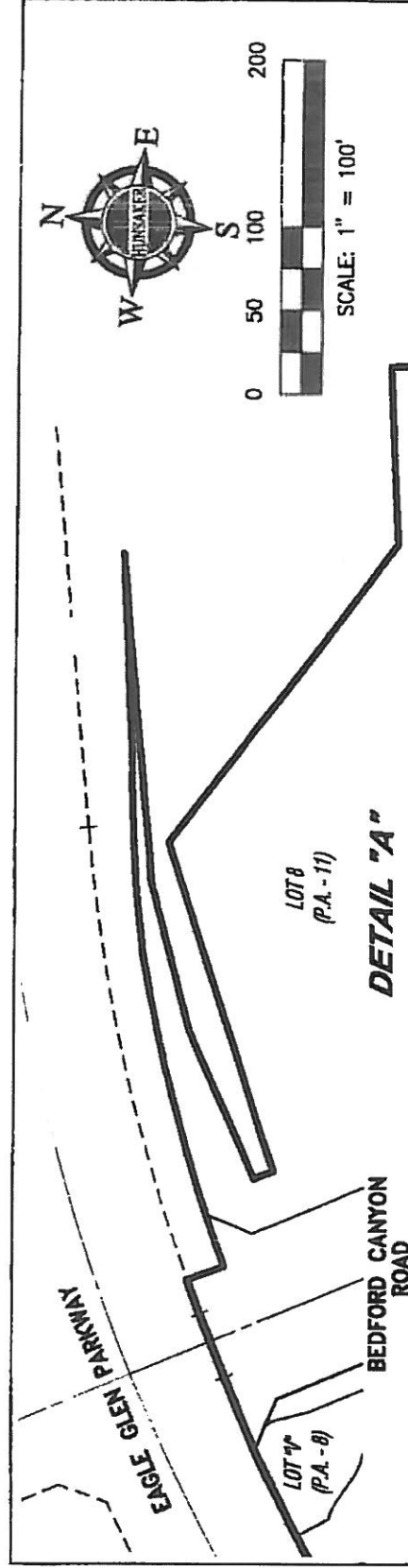
Project Depiction



SHEET 4 OF 5



(SEE SHEET 3)



DETAIL "A"

LD2018-042 - PA-OVERALL (EXHIBIT D-1)



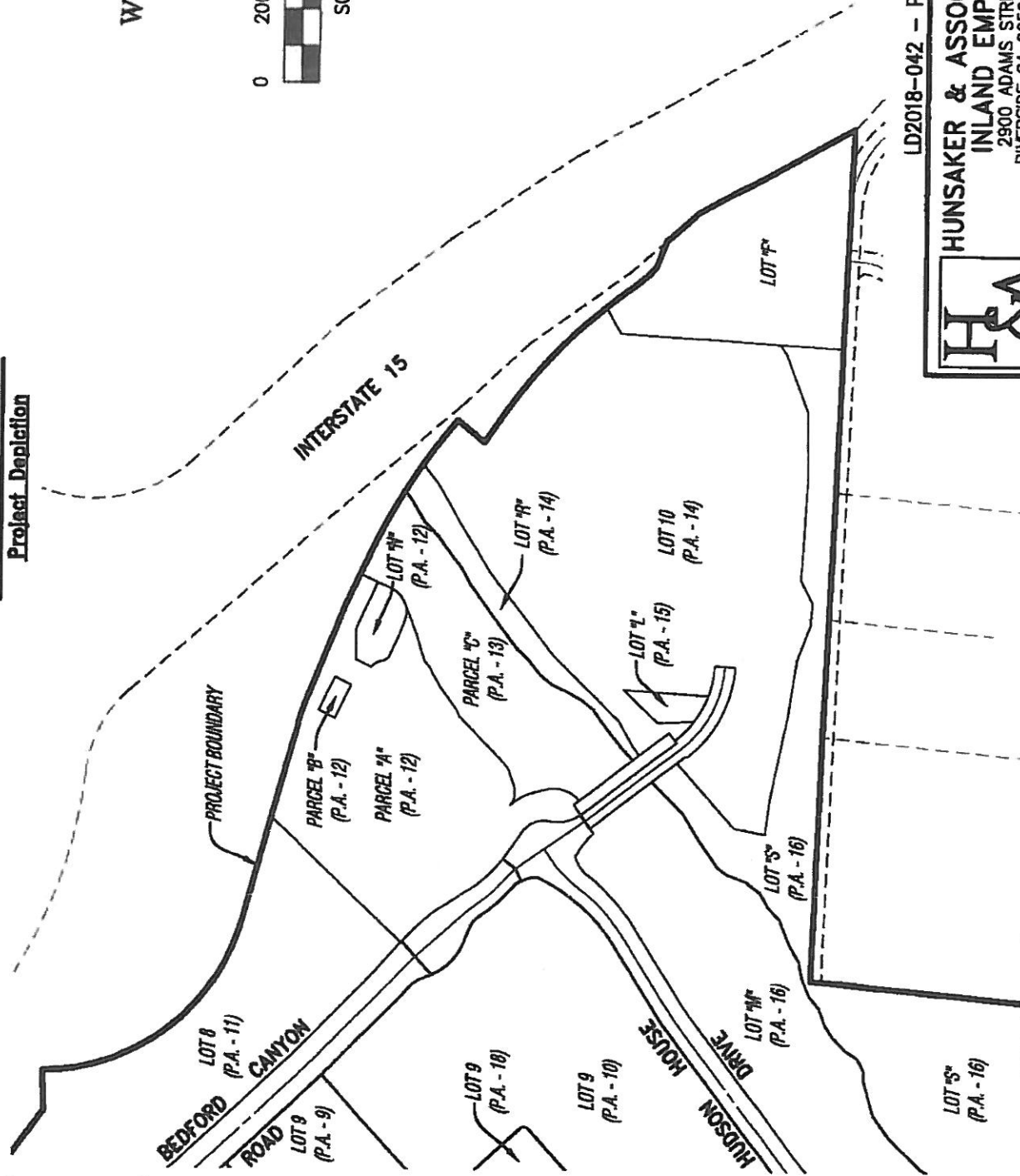
HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951)352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "D-1"

Project Depiction

SHEET 5 OF 5

(SEE SHEET 2)

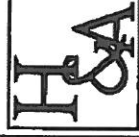


0 200 400 800



SCALE: 1" = 400'

LD2018-042 - PA-OVERALL (EXHIBIT D-1)



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
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PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

(SEE SHEET 4)

EXHIBIT "E"

LEGAL DESCRIPTION AND DEPICTION OF THE ANNEXED PROPERTY

Real property in the City of Corona, State of California, described as follows:

[SEE ATTACHED FIVE (5) PAGES]

EXHIBIT "E"

Legal Description and Depiction of the Annexed Property

Being a portion of the East Half of the Southwest Quarter and a portion of the West Half of the Southeast Quarter, both of Section 20, Township 4 South, Range 6 West, San Bernardino Meridian, in the City of Corona, County of Riverside, State of California, more particularly described as follows:

BEGINNING at the northwest corner of said East Half;

Thence along the northerly line of the South Half of said Section 20, South 89°39'38" East a distance of 1612.02 feet;

Thence South 34°34'46" West a distance of 202.29 feet;

Thence South 45°56'26" West a distance of 348.28 feet;

Thence South 42°10'42" West a distance of 56.08 feet;

Thence South 27°50'57" West a distance of 28.00 feet;

Thence South 42°39'55" West a distance of 260.92 feet;

Thence South 28°04'42" West a distance of 129.61 feet;

Thence South 55°18'43" West a distance of 193.41 feet;

Thence South 62°12'08" West a distance of 160.44 feet;

Thence South 56°06'47" West a distance of 126.85 feet;

Thence South 62°48'31" West a distance of 263.37 feet;

Thence South 13°25'02" West a distance of 38.77 feet;

Thence South 39°11'35" West a distance of 317.99 feet;

Thence South 54°56'38" West a distance of 88.12 feet;

Thence South 29°06'50" West a distance of 31.47 feet;

Thence South 4°56'15" West a distance of 141.16 feet;

Thence South 28°43'10" West a distance of 93.55 feet to a point on the westerly line of said East Half;

Thence along said westerly line, North 01°11'59" East a distance of 1752.12 feet to the **POINT OF BEGINNING**.

Containing 31.04 Acres, more or less.

EXHIBIT "E"

Legal Description and Depiction of the Annexed Property



Robert N. Beuschlein

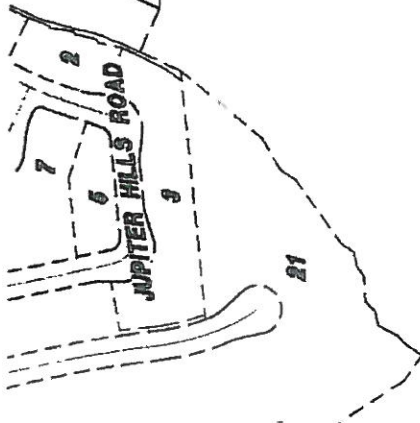
Robert N. Beuschlein
PLS 7874

10/15/2013
Date

EXHIBIT "E"

SHEET 1 OF 3

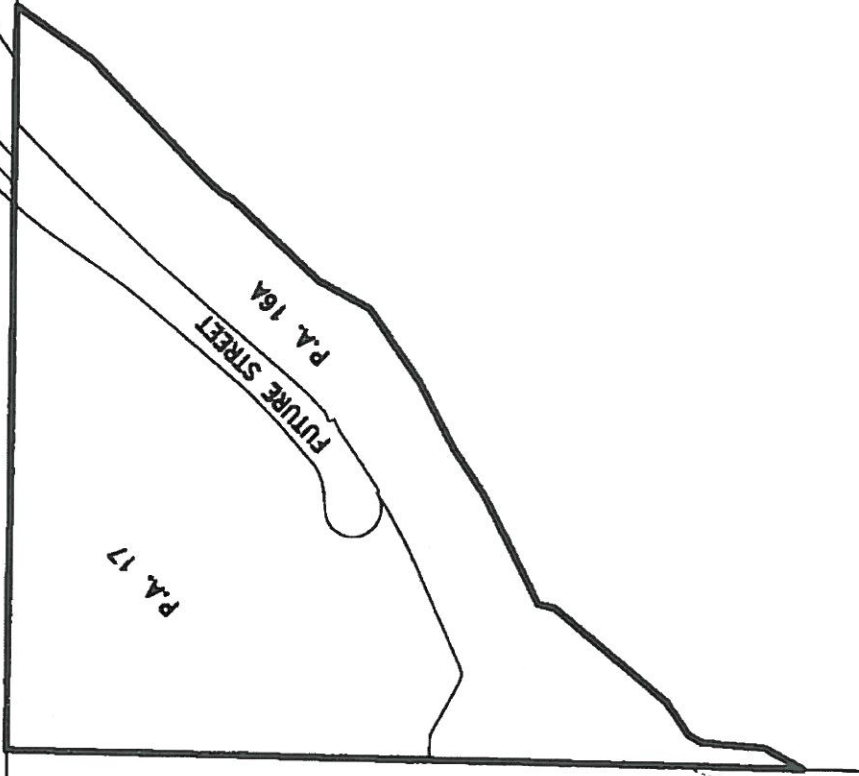
Legal Description and Depiction of the Annexed Property



TRACT No. 30294
M.B. 400/23-38
LOT 1

HUDSON HOUSE DRIVE

LOT 10



TRACT No. 20476
M.B. 270/90-102

21



Robert N. Beuschlein
ROBERT N. BEUSCHLEIN, PLS 7874

10/15/2018
DATE

LD2018-060 - McMillan Parcel Annex



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "E"

Legal Description and Depiction of the Annexed Property

HUDSON HOUSE DRIVE

SHEET 2 OF 3

TRACT No. 3630A
M.B. 450/13-3-8
LOT 1

N89°39'38"W 1612.02'

P.O.B.
NW CORNER OF THE EAST HALF
OF THE SOUTHWEST QUARTER OF
SECTION 20, T.4S., R.6W., S.B.M.

P.A. 17

TRACT No. 2987B
M.B. 270/00-103
21

N01°11'59"E 1752.12'



0 100 200 400



SCALE: 1" = 200'

P.A. 16A

260.92
N42°39'55"E

-129.61
N28°04'42"E

193.41
N55°18'43"E

160.44
N62°12'08"E

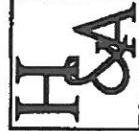
N58°06'47"E 126.85'

263.37
N62°48'31"E

N13°25'02"E 38.77'

(SEE SHEET 3)

LD2018-060 - McMillan Parcel Annex



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "E"

SHEET 3 OF 3

Legal Description and Depiction of the Annexed Property

(SEE SHEET 2)

P.A. 17

P.A. 16A

N01°11'59"E 1752.12'

TRACT No. 28470
R.B. 270/00-102
21

N28°04'42"E
129.81'

N35°18'43"E
193.41'

N62°12'08"E
160.44'

N56°06'47"E 126.85'

N62°48'31"E
263.37'

N13°25'02"E 38.77'

N39°11'35"E 317.99'

N54°56'38"E 88.12'

N29°06'50"E 31.47'

N04°56'15"E 141.16'

N28°43'10"E 93.55'



SCALE: 1" = 200'

LD2018-060 - McMillan Parcel Annex



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951)352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "F"

FEE OWNER CONSENT

[SEE ATTACHED SEVEN (7) PAGES]

CONSENT TO RECORDATION

The undersigned is the owner, or the duly authorized representative(s) of such owner ("Owner"), of the real property described in Attachment "1" attached hereto and incorporated herein by reference ("Annexed Property"), and, in such capacity, possesses all legal authority necessary to execute this Consent to Recordation.

The Owner understands, acknowledges and consents to the following:

1. Arantine Hills Holdings, L.P., a Delaware limited partnership ("Developer"), has a legal and equitable interest in the Annexed Property in the form of an option to purchase the Annexed Property.
2. The Developer desires to enter into that certain First Amendment to the Arantine Hills Development Agreement dated November 21, 2018 ("First Amendment") with the City of Corona to amend the Arantine Hills Development Agreement dated June 1, 2016 and recorded in the official records of the County of Riverside, California on July 21, 2016 as Instrument No. 2016-0306565 ("Development Agreement") in order to include and extend the development rights and obligations of the Development Agreement to the Annexed Property. The Owner has reviewed and understands the terms and conditions of the First Amendment, including, without limitation, Section 10, which provides the First Amendment will automatically terminate if the Developer does not acquire fee title to the Annexed Property on or before December 31, 2020 or ceases to have a legal or equitable interest in the Annexed Property prior to December 31, 2020.
3. The Developer desires to record the First Amendment prior to Developer's acquisition of the Annexed Property and the transfer of fee title from the Owner to the Developer.
4. The Owner consents to and expressly authorizes the recordation of the First Amendment against the Annexed Property in the Official Records of the County of Riverside.

THIS CONSENT TO RECORDATION was executed this ____ day of _____,
20____, in _____, _____
(City) (State)

THE MCMILLAN TRUST UNDER
DECLARATION DATED DECEMBER 9, 2005

By: _____
GARY L. MCMILLAN, Trustee of the
McMillan Trust under Declaration dated
November 9, 2005

By: _____
PATRICIA A. MCMILLAN, Trustee of the
McMillan Trust under Declaration dated
November 9, 2005

**ATTACHMENT "1"
TO
EXHIBIT "F"**

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Corona, State of California, described as follows:

[SEE ATTACHED FIVE (5) PAGES]

EXHIBIT "F"

Attachment 1

Being a portion of the East Half of the Southwest Quarter and a portion of the West Half of the Southeast Quarter, both of Section 20, Township 4 South, Range 6 West, San Bernardino Meridian, in the City of Corona, County of Riverside, State of California, more particularly described as follows:

BEGINNING at the northwest corner of said East Half;

Thence along the northerly line of the South Half of said Section 20, South $89^{\circ}39'38''$ East a distance of 1612.02 feet;

Thence South $34^{\circ}34'46''$ West a distance of 202.29 feet;

Thence South $45^{\circ}56'26''$ West a distance of 348.28 feet;

Thence South $42^{\circ}10'42''$ West a distance of 56.08 feet;

Thence South $27^{\circ}50'57''$ West a distance of 28.00 feet;

Thence South $42^{\circ}39'55''$ West a distance of 260.92 feet;

Thence South $28^{\circ}04'42''$ West a distance of 129.61 feet;

Thence South $55^{\circ}18'43''$ West a distance of 193.41 feet;

Thence South $62^{\circ}12'08''$ West a distance of 160.44 feet;

Thence South $56^{\circ}06'47''$ West a distance of 126.85 feet;

Thence South $62^{\circ}48'31''$ West a distance of 263.37 feet;

Thence South $13^{\circ}25'02''$ West a distance of 38.77 feet;

Thence South $39^{\circ}11'35''$ West a distance of 317.99 feet;

Thence South $54^{\circ}56'38''$ West a distance of 88.12 feet;

Thence South $29^{\circ}06'50''$ West a distance of 31.47 feet;

Thence South $4^{\circ}56'15''$ West a distance of 141.16 feet;

Thence South $28^{\circ}43'10''$ West a distance of 93.55 feet to a point on the westerly line of said East Half;

Thence along said westerly line, North $01^{\circ}11'59''$ East a distance of 1752.12 feet to the **POINT OF BEGINNING**.

Containing 31.04 Acres, more or less.

EXHIBIT "F"

Attachment 1

Robert N. Beuschlein

Robert N. Beuschlein
PLS 7874

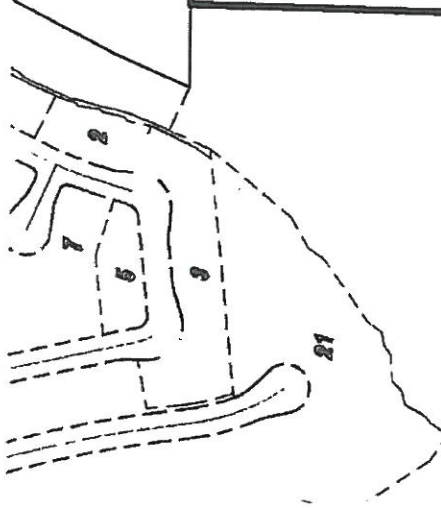
10/15/2018
Date



EXHIBIT "F"

Attachment 1

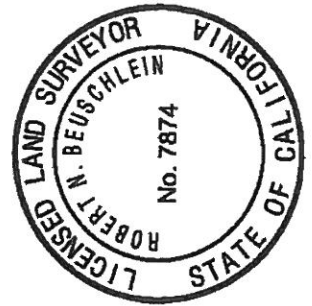
TRACT No. 36284
H.R. 456/23-38
LOT 1
HUDSON HOUSE DRIVE



P.A. 17
FUTURE STREET
P.A. 16A

TRACT No. 28476
H.R. 270/90-102

21



Robert N. Beuschlein
ROBERT N. BEUSCHLEIN, PLS 7874

10/15/2018
DATE

LD2018-060 - McMillan Parcel Annex



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "F"

Attachment 1

SHEET 2 OF 3

TRACT No. 29438
M.B. 450/23-38
LOT 1

HUDSON HOUSE DRIVE

N89°39'38"W 1612.02'

P.O.B.
NW CORNER OF THE EAST HALF
OF THE SOUTHWEST QUARTER OF
SECTION 20, T.4S., R.6W., S.B.M.

P.A. 17

TRACT No. 29438
M.B. 450/23-38
LOT 1

N01°11'59"E 1752.12'



0 100 200 400

SCALE: 1" = 200'

P.A. 16A

N42°39'35"E 260.92'

N28°04'42"E 129.61'

N53°18'43"E 193.41'

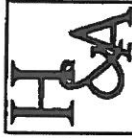
N62°12'08"E 160.44'

N56°06'47"E 128.85'

N62°48'31"E 265.13'

N13°25'02"E 38.77'

(SEE SHEET 3)



LD2018-060 - McMillan Parcel Annex

HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951) 352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT "F"

Attachment 1

P.A. 17

(SEE SHEET 2)

P.A. 16A

N01°11'59"E 1752.12'

TRACT No. 28978
S.B. 270/100-102
21

N28°04'42"E
129.61'

N53°16'43"E
193.47'

N62°12'08"E
160.44'

N56°06'47"E 126.85'

N62°48'31"E
263.37'

N13°25'02"E 38.77'

N39°11'35"E 317.99'

N54°56'38"E 88.12'

N29°06'50"E 31.47'

N04°56'15"E 141.16'

N28°43'10"E 93.55'



SCALE: 1" = 200'

SHEET 3 OF 3

LD2018-060 - McMillan Parcel Annex



HUNSAKER & ASSOCIATES IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS