RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attention: City Clerk

APNs: 275-030-010, 275-040-006, 275-040-011, 275-040-012, 275-040-017, 275-050-004, 275-070-003, 275-080-010

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Cal. Gov. Code § 6103)

DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

by and between the

CITY OF CORONA,
a California municipal corporation

and

RICHLAND VENTURES, INC.,
a Florida corporation

CITY OF CORONA

DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is dated as of November 21, 2018 ("**Effective Date**"), for reference purposes only and is entered into by and between the CITY OF CORONA, a California municipal corporation ("**City**"), and RICHLAND VENTURES, INC., a Florida corporation ("**Developer**"). City and Developer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**" throughout this Agreement.

NOW, THEREFORE, in consideration of the recitals of fact preceding this Agreement, the mutual covenants, agreements and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree, as follows:

RECITALS

A. City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property regarding the planning of development and development of such property, pursuant to California Government Code Sections 65864, et seq.

B. Developer has acquired a legal or equitable interest in that certain real property legally described in Exhibit "A" attached to this Agreement ("**Property**"). The Property is located within the City of Corona, County of Riverside, State of California. The current owner of the fee title interest in the Property is JHB Colony Investments, LLC, a Delaware limited liability company, as to an undivided 50% interest, and American Superior Land, LLC, a Delaware limited liability company, as to an undivided 50% interest, as tenants in common ("**Fee Owner**"). The Fee Owner, by executing below, acknowledges the terms and conditions of this Agreement and consents to Developer entering into this Agreement and the recordation of this Agreement against the Property.

C. Developer proposes to develop the Property as a residential development comprised of two hundred and ninety-two (292) single-family homes on approximately 249.5 total acres (collectively, referred to in this Agreement and more specifically defined in Section 1.26 as the "**Project**").

D. By entering into this Agreement, City will bind future City Councils of City with the obligations specified in this Agreement and limit the future exercise of certain governmental powers of City regarding the subject matter of this Agreement.

E. The City Council of the City has determined that the terms and conditions of this Agreement are fair, just and reasonable and consistent with the City's General Plan and the City's Zoning Code set forth in Title 17 of the Corona Municipal Code ("**Zoning Code**"), as applicable to the Property.

F. The best interests of the citizens of the City and the public health, safety and welfare of such citizens will be served by entering into this Agreement.

G. Development of the Project in accordance with this Agreement will provide substantial benefits to City and further important policies and goals of City, including monetary benefits provided by the Developer in consideration for this Agreement.

H. This Agreement will help to eliminate some of the uncertainty in planning and providing for the orderly development of the Project on the Property, ensure installation of necessary public improvements, provide for public services appropriate to the development of the Project and, generally, serve the purposes for which development agreements are intended.

I. Developer has incurred and will, in the future, incur substantial costs in order to assure development of the Project on the Property in accordance with the terms and conditions of this Agreement.

J. Prior to the approval of this Agreement, the City issued the Existing Project Approvals (defined in Section 1.16) and prepared an environmental impact report ("**EIR**") and a Mitigation Monitoring and Reporting Program ("**MMRP**") pursuant to the California Environmental Quality Act (Public Resources Code section 21000 and following), the State CEQA Guidelines (California Code of Regulations Title 14, section 15000 and following) and the City's local CEQA guidelines promulgated thereunder (collectively "**CEQA**") regarding the environmental impacts of the Project, including the Existing Project Approvals and the Subsequent Project Approvals (defined in Section 1.35). The City Council certified the EIR following a public hearing held on February 1, 2017. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Agreement, as there will be no change to the Existing Project Approvals or circumstances that would require further environmental review pursuant to CEQA.

K. On October 22, 2018, following a duly noticed and conducted public hearing, the Planning and Housing Commission determined that this Agreement is consistent with the General Plan and the Zoning Code, and recommended that the City Council approve this Agreement.

L. On November 7, 2018, following a duly noticed and conducted public hearing, the City Council reviewed, considered and introduced for first reading Ordinance No. 3287, an ordinance that affirms CEQA compliance, makes findings pursuant to CEQA Guidelines 15162, adopts findings that this Agreement is consistent with the City's General Plan and the Zoning Code, and approves this Agreement ("**Approving Ordinance**"). The City adopted the Approving Ordinance on November 21, 2018, and the Approving Ordinance became effective on December 1, 2018.

1. DEFINITIONS. The following terms used in this Agreement shall be defined as set forth in this Section 1 or, if not set forth in this Section 1, where the term first appears in this Agreement:

1.1. Agreement. This Development Agreement (Skyline Heights) between City and Developer.

1.2. CFD. A Community Facilities District established pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code §§53311 *et seq.*).

1.3. Certificate of Occupancy. A Certificate of Occupancy as defined in the most current edition of the California Building Code, published by the International Conference of Building Officials, as may be amended from time to time, and as adopted by the City in Title 15 of the Corona Municipal Code.

1.4. City. The City of Corona, a California municipal corporation.

1.5. City Council. The City Council of the City.

1.6. City Development Approval. Any discretionary or ministerial approval required from City for the development of the Project on the Property, exclusive of this Agreement, including:

1.6.1. Approval of annexation of the Property into the City;

1.6.2. General Plan amendments;

1.6.3. Zone changes or variances;

1.6.4. Tentative and final subdivision or parcel maps and lot line adjustments:

1.6.5. Conditional use permits;

1.6.6. Design review approvals;

1.6.7. CEQA compliance documents;

1.6.8. demolition permits, grading permits or building permits; and

1.6.9. Inspections.

1.7. Claim. Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise) to property or persons, including wrongful death, any charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and reasonable attorney fees and costs) and any judgment.

1.8. County. The County of Riverside, California.

1.9. Default. The failure of a Party to comply with any affirmative or negative covenant or obligation in this Agreement, including, without limitation, the failure to pay, provide evidence of or deposit any money, bond, surety or insurance, when and as this Agreement requires.

1.10. Developer. Richland Ventures, Inc., a Florida corporation, and its successors in interest to all or any part of the Property, subject to Section 12 of this Agreement.

1.11. Development Impact Fee. Any fee required by the City to be paid in order to defray all or a portion of the costs of Public Improvements, equipment or personnel to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interest.

1.12. Director. The then current City Community Development Director or his or her designee or successor in function.

1.13. Effective Date. The date this Agreement has been signed by all parties to the Agreement.

1.14. Existing Development Impact Fees. Development Impact Fees that exist as of the Effective Date of this Agreement.

1.15. Existing Land Use Regulation. Any Land Use Regulations in effect on the Effective Date, including all Existing Project Approvals.

1.16. Existing Project Approvals. The Project Approvals issued on or before the Effective Date that are listed in Exhibit "B".

1.17. Federal. The federal government of the United States of America.

1.18. Government. All courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal or other otherwise) whether now or later in existence, other than City.

1.19. Land Use Regulations. Any ordinance, resolution, code, rule, regulation or official policy of City or any other Government applicable to the development of the Project on the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed structures, requirements for reservation or dedication of land for public purposes, but excluding any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.19.1. the conduct of businesses, professions, or occupations;

1.19.2. taxes or assessments;

1.19.3. Development Impact Fees;

1.19.4. the control or abatement of nuisances;

1.19.5. the granting of encroachment permits or the conveyance of rights or interests that provide for the use of or the entry upon public property; or

1.19.6. the exercise of the power of eminent domain.

1.20. Lender. The beneficiary of a mortgage, deed of trust or any other security- instrument affecting all or a part of the Property and such Person's successors and assigns.

1.21. Non-City Approval. Any discretionary or ministerial approval required from any Government for the development of the Project on the Property.

1.22. Notice. Any notice, request, demand, approval, consent, waiver or other communication required or permitted pursuant to the terms of this Agreement.

1.23. Parties. Collectively, City and Developer.

1.24. Party. Individually, City or Developer, as applicable.

1.25. Person. Any association, corporation, government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.26. Project. The planning, design and construction on the Property of two hundred and ninety-two (292) single family residential units and all associated public and private improvements required by the Project Approvals and the Project Conditions of Approval.

1.27. Project Approvals. Collectively, the Existing Project Approvals and the Subsequent Project Approvals.

1.28. Project Conditions of Approval. All of the conditions of approval contained in the Project Approvals, specifically including the conditions of approach for Tentative Tract Map 36544, and the MMRP.

1.29. Property. That certain real property specifically described and generally depicted on Exhibit "A" attached to this Agreement.

1.30. Public Improvement. The construction, enlargement, extension or other construction of a facility intended for dedication to the City, including, but not limited to, public street improvements, traffic signals, new water distribution and storage facilities, wastewater conveyance facilities, and stormwater facilities.

1.31. Reservations of Authority. The rights and authority accepted from the assurances and rights provided to Developer under this Agreement and reserved to City under this Agreement, pursuant to Section 4.9.

1.32. State. The State of California.

1.33. Subdivision Map Act. The California Subdivision Map Act, California Government Code Sections 66410, et seq., as such code sections may be amended, from time to time

1.34. Subsequent Land Use Regulations. All Land Use Regulations or any amendments to Existing Land Use Regulations becoming effective after the Effective Date.

1.35. Subsequent Project Approvals. Any and all City Development Approvals approved or issued after the Effective Date in connection with the planning or development of the Project on the Property.

1.36. Term. As defined in Section 11.1.

1.37. Transfer. With respect to any property, right or obligation, any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect equity interest(s) in the Developer of such property, right or obligation by the holders of such equity interest(s); (c)

any transaction described in subsection (b) above affecting any interest in such property, right or obligation or in any Developer (or in any other direct or indirect Developer at any higher tier of ownership) of such property, right or obligation through any manner or means whatsoever; or (d) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting equity interests, as referred to in subsections (b) through (d) above, shall be deemed a Transfer by the Developer, even though the Developer is not technically the transferor. A "Transfer" shall not, however, include any of the foregoing (provided that the other Party to this Agreement has received Notice of such occurrence) relating to any equity interest: (i) that constitutes a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax (if applicable); (ii) to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) to any Person that, as of the Effective Date, holds an equity interest in the entity whose equity interest is being transferred.

1.38. Transferee. The Person to whom a Transfer is proposed to be or actually made.

2. BINDING ON PROPERTY. On the Effective Date, the Property shall be subject to the terms and conditions of this Agreement for the entire duration of this Agreement. Development of the Property shall be carried out during the Term in accordance with the terms and conditions of this Agreement.

3. DEVELOPER'S INTEREST IN PROPERTY. Developer represents, covenants and warrants to City that, as of the Effective Date, Developer has a fee title ownership interest in the Property.

4. PLANNING AND DEVELOPMENT OF THE PROPERTY.

4.1 Vested Right to Proceed with Development. Subject to the terms and conditions of this Agreement, the City hereby grants to the Developer the present vested right to develop the Project on the Property consistent with the Existing Land Use Regulations, Project Approvals, the Project Conditions of Approval. Except as otherwise provided herein, during the term of this Agreement no future amendment, modification or repeal of the Existing Land Use Regulations shall apply to the Property that purports to (i) limit the permitted uses of the Property, the density and intensity of use (including but not limited to maximum number of dwelling units), the maximum height and size of proposed buildings, (ii) impose new or modify existing requirements for reservation or dedication of land for public purposes, public infrastructure and utilities, or Public Improvements, except as necessary to comply with Existing Land Use Regulations and/or to provide services under the Subdivision Map Act and corresponding provisions of the Corona Municipal Code with respect to the future subdivision of land contemplated in the Project Approvals and this Agreement, (iii) impose conditions upon development of the Project other than as permitted by the Existing Land Use Regulations, the Project Approvals, the Project Conditions of Approval and/or this Agreement.

4.2 Density and Intensity of Development. Developer shall have the vested right to develop the Property in conformance with and subject to the maximum densities permitted by the Existing Project Approvals. Minimum lot size, maximum gross lot coverage, maximum floor area, setbacks, authorized density transfers, and other development and design standards shall be as specified in the Existing Project Approvals.

4.3 Community Facilities District. If elected by Devcloper, Developer and City shall work together in good faith to form, prior to recordation of a final tract map for the Project, one or more CFDs for the purpose of financing any public services and public facilities authorized under the Mello-Roos Community Facilities Act of 1982 (California Government Code Sections 53311 *et seq.*). City would be the lead agency for the CFD and will consider a Joint Community Facilities Agreement with the Corona-Norco Unified School District ("**School District**") to assist in financing school facilities to be owned and operated by the School District through the CFD. City shall work with Developer in good faith to form such CFD provided that, notwithstanding any provision in this Agreement to the contrary, City is not guaranteeing that a CFD will be formed or that Developer will receive any specific amount of funds from the CFD, or any funds whatsoever. The formation of a CFD, and the amount, timing, and issuance of any series of bonds of the CFD, whether attributable to the Property or otherwise, will be based upon the discretionary decisions of public agencies (including, but not limited to, the City) and their consultants and other factors. Developer shall pay all costs of formation for any CFD that includes the Property and such formation costs may be financed in the CFD. To the extent authorized by law, CFD proceeds may be used to satisfy the obligation of the Property and the Developer for the payment of the following fees to the City that are credited to the design, planning, engineering, installation and acquisition or construction of certain public facilities and improvements to be owned, operated or maintained by the City: water supply fees, water meter and service connection fees, City facility fees (storm drainage, sanitary sewer, domestic water, and reclaimed water fees), sewer capacity fees, transportation fees, street and signal fees, and drainage fees. Notwithstanding anything herein to the contrary, the sewer capacity fees may only be financed on a taxable basis to the extent authorized by law. The foregoing list of fees is not exclusive, and the City retains its discretion to include additional fees as exempt from additional premiums if paid from CFD proceeds. Notwithstanding the foregoing, Developer understands that the Project Conditions of Approval require Developer to annex the Property to Community Facilities District No. 2016-1 (Public Services) and to form a new CFD for the purpose of providing for the maintenance of certain public facilities (collectively, "**Required CFDs**"). Developer shall take all necessary actions required by Developer to complete the annexation/formation proceedings for the Required CFDs and nothing herein shall be construed to give Developer the option or the right to elect not to complete the annexation/formation proceedings for the Required CFDs.

4.4 Phasing/Timing of Development. Since the California Supreme Court held in *Pardee Construction Co v. City of Camarillo* (1984) 37 Cal.3d 465, that an initiative restricting the timing of a development adopted after entry into a statutory development agreement prevailed over the development agreement, because the parties to the development agreement failed to provide in the agreement for the timing of development, it is the Parties' intent to provide for such timing regarding development of the Project on the Property in Section 4 and by agreeing that Developer shall have the right to develop the Project on the Property in such order, at such rate and at such times as Developer deems appropriate, within the exercise of Developer's subjective business judgment, subject only to the other terms and conditions of this Agreement, the Existing Project Approvals, the Existing Land Use Regulations and any and all Subsequent Project Approvals or Subsequent Land Use Regulations.

4.5 Subsequent Project Approvals and Subsequent Land Use Regulations. The Parties acknowledge that development of the Project on the Property may require Subsequent Development Approvals. City and Developer further agree that Developer must be able to proceed efficiently with

the development of the Project in accordance with the Project Approvals. Accordingly, City agrees to process and review all Subsequent Project Approvals in a timely manner pursuant to all applicable laws, rules and regulations. City further agrees, upon submittal of all required applications and processing fees, that it shall, to the full extent allowed by law, promptly and diligently, commence and complete all steps necessary to act on such applications for Subsequent Project Approvals. All Subsequent Project Approvals shall be deemed incorporated herein and vested as of the effective date of the Subsequent Project Approval and shall be governed by the terms and conditions of this Agreement. Nothing in this Agreement shall prevent City, in acting on any Subsequent Project Approval, from applying Subsequent Land Use Regulations, except with respect to Existing Development Impact Fees, provided that such are consistent with this Agreement and are not in conflict with, do not impede, delay or prevent implementation of the Project or this Agreement, and do not impair Developer's rights under this Agreement or result in any increase in cost to develop the Project. Further, nothing in this Agreement shall prevent City from denying or conditionally approving any Subsequent Project Approvals on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Existing Project Approvals or the Existing Land Use Regulations, all subject to the Reservations of Authority.

4.6 CEQA. The Parties acknowledge and agree that the MMRP will be applied to the appropriate Project Approvals, as enforceable conditions of approval. The Parties understand that the EIR is intended to be used in connection with the Existing Project Approvals, and may also be used in connection with Subsequent Project Approvals. However, the Parties acknowledge that, depending on the scope of Developer's application(s), certain discretionary Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to limit or restrict the discretion of the City to comply with CEQA. However, the City shall not undertake additional environmental review nor impose new or additional mitigation measures on the Project except as required by applicable law, as reasonably determined by the City.

4.7 Reservations of Authority. Notwithstanding any other provisions of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project on the Property:

4.7.1 Regulations relating to procedures of or for hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals or any other matter of procedure;

4.7.2 Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Project Approvals or for monitoring compliance with any Subsequent Project Approvals granted or issued, including, without limitation, application, filing, plan check, or permit fees.

4.7.3 Regulations governing construction standards and specifications including, without limitation, the Corona Municipal Code, the California Building Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Energy Code or the California Fire Code;

4.7.4 Subsequent Land Use Regulations that are not in conflict with, do not impede, delay or prevent implementation of the Project or this Agreement, and do not impair Developer's rights under this Agreement or result in any increase in cost to develop the Project; and

4.7.5 Regulations that are in conflict with the Existing Project Approvals or the Existing Land Use Regulations, but that are necessary to protect the public from a serious and immediate threat to health or safety, as reasonably determined by City; and

4.7.6 Federal, State, County, and multi-jurisdictional laws and regulations (including monetary fees) which City is required to enforce as against the Property or the development of the Project; provided, however, that if the City has discretion to enforce or adopt such laws and regulations it shall not do so in a manner that impairs the Existing Project Approvals or development of the Project.

4.8 Modification or Suspension due to State or Federal Law. If any State or Federal law, order or regulation enacted after the Effective Date prevents or precludes any performance or compliance with one or more of the provisions of this Agreement, such provision(s) of this Agreement shall be modified or suspended, to the extent necessary to comply with such State or Federal law, order or regulation; provided, however, that this Agreement shall remain in full force and effect to the extent this Agreement is not inconsistent with any such law, order or regulation; and provided further, however, that any such modification or suspension does not substantially limit or eliminate any material right or substantially increase any material obligation of either Party under this Agreement.

4.9 Regulation by Other Governments. The Parties acknowledge that Governments other than City possess authority to regulate the development of the Project on the Property and the Parties agree that this Agreement does not and is not intended to affect the authority of such other Governments.

4.10 Tentative Map Extension. Pursuant to the provisions of California Government Code Section 66452.6, any vesting tentative subdivision map, tentative subdivision map or tentative parcel map approved as part of the Existing Project Approvals or any Subsequent Project Approvals regarding development of the Project on the Property shall be valid until the expiration or earlier termination of this Agreement, without the need to file any application for extension of any such map with City.

4.11 Development Fees.

4.11.1 Existing Fees and Permitted Increases. Developer acknowledges that the Project shall be subject to any future increases in the Existing Development Impact Fees because this Agreement does not "freeze" Existing Development Impact Fees. Developer shall be required to pay the Development Impact Fees when due and payable under the Land Use Regulations in the amount in effect at the time of payment. Additionally, the City may impose on the Project new Development Impact Fees (new, different fees than the Existing Development Impact Fees) regarding the Project. Notwithstanding the foregoing, Developer shall have the right to prepay the Development Impact Fees at any time prior to the issuance of building permits. The amount of any Development Impact

Fee shall be the amount set forth in the City's adopted fee schedules for that Development Impact Fee at the time that it is paid.

4.11.2 Pass-Through Development Impact Fees. Nothing contained in this Agreement is intended to be nor shall be construed as limiting the authority of Governments other than the City from imposing new Development Impact Fees or increasing Existing Development Impact Fees, nor as limiting the authority of the City to collect such new Development Impact Fees or increased Existing Development Impact Fees of other Governments on behalf of such other Governments, nor as limiting the authority of the City to impose or collect new or increased Development Impact Fees to the extent the imposition and amount of such fees is mandated by applicable Federal or State law or regulation or reasonably necessary to enable the City to comply with applicable Federal or State law or regulation or in reimbursement of attorney or consultant fees or costs incurred by the City regarding the Project (collectively, "**Pass-Through Development Impact Fees**"). Without limiting the foregoing, the Transportation Uniform Mitigation Fee and the Multiple Species Habitat Conservation Plan Fee are expressly considered Pass-Through Development Impact Fees for purposes of this Agreement.

4.11.3 Time of Payment. Except as may be expressly set forth in this Agreement to the contrary, all Development Impact Fees imposed regarding the development of the Project on the Property shall be paid or satisfied as and when required under the applicable Land Use Regulations, unless pre-paid pursuant to Section 4.11.1 of this Agreement.

4.12 Pre-Purchase of Sewer and Water Capacity and Water Meter Fees. In addition to the pre-payment option set forth in section 4.11.1 of this agreement, Developer may pre-purchase sewer and water capacity for the Project at the City's current sewer and water connection fee rate at any time before the City Council of the City raises the applicable sewer and water connection fees. To the extent that Developer does not pre-purchase any or enough sewer and water capacity for the Project pursuant to this Section 4.12, Developer will be required to purchase additional required sewer and water capacity for the Project at the time and in the manner required by the Land Use Regulations and at the City's sewer and water connection fee rate existing at the time that Developer actually purchases such sewer and water capacity. Nothing in this Agreement is intended to be an agreement, representation, warranty or guaranty by the City that any sewer and water capacity pre-purchased by Developer for the Project will be sufficient for the Project's use or satisfy any sewer and water capacity requirements of the Land Use Regulations regarding the Project, at any time.

5. PUBLIC BENEFITS.

5.1. Statement of Intent. The Parties acknowledge and agree that this Agreement confers private benefits on Developer that should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public under this Agreement to balance the private benefits conferred on Developer under this Agreement by providing for the public needs that would not otherwise be obtained without this Agreement.

5.2 Trails Inventory Plan. Pursuant to the terms and conditions of that certain Funding Agreement for Trails Master Plan dated April 30, 2018 between the City and Developer, on or about June 5, 2018, Developer made a one-time payment of Seventy-One Thousand, Nine Hundred and

Four Dollars ($71,904) to the City to be used to fund a portion of the costs associated with developing the City's Trails Inventory Plan, which will identify the locations of key trails and trail access points within the City. The goal of the Trails Inventory Plan is to better plan for trail access and connections in conjunction with development that may occur in areas of nearby trails and provide an appropriate interface between nature and the built environment.

5.3 Construction and Installation of Public Improvements. Developer shall construct and install all Public Improvements associated with the Project and required by the Project Approvals, the Project Conditions of Approval and this Agreement at Developer's sole cost and expense, in accordance with the Existing Land Use Regulations and any and all applicable Subsequent Land Use Regulations.

5.4 Maintenance of Offsite Public Park Facilities. Developer agrees to annex the Property into CFD 2016-3, and further agrees that Fifty-Five Thousand One-Hundred and Eighty-Eight Dollars ($55,188) per year from the annual special taxes levied by CFD 2016-3 on the Property shall be contributed toward maintaining public parks within the City ("**Annual Park Maintenance Contribution**"). Developer shall have no authority or control over the use of the Annual Park Maintenance Contribution by virtue of this Agreement or as a result of the CFD financing for the Annual Park Maintenance Contribution, all of which shall be undertaken in the sole and absolute discretion of the City. The Annual Park Maintenance Contribution is in addition to any Quimby fee or parkland development impact fee requirement for the Project. Developer shall not receive any credit, reimbursement or offset towards any Quimby fee or parkland development impact fee otherwise imposed upon the Project. Notwithstanding anything herein to the contrary, Developer shall have no obligation to pay the Annual Park Maintenance Contribution in the event that a CFD is not formed by the City for the Annual Park Maintenance Contribution. Notwithstanding anything herein to the contrary, in the event the CFD is not formed to finance the Annual Park Maintenance Contribution, this Agreement shall automatically terminate and be of no further force or effect without following the procedures set forth in Sections 7 or 8 of this Agreement.

5.5 Park Improvement Contribution. Developer shall pay to the City the total amount of Two Hundred Fifty Thousand Dollars ($250,000) ("**Park Improvement Contribution**") to finance the construction, by the City, of park and trail improvements or to otherwise be used for the benefit of the public ("**Park Improvements**"), at the sole and absolute discretion of the City. In the event a CFD is formed for the Property pursuant to Section 4.3 of this Agreement, the Park Improvement Contribution may be paid from the CFD proceeds provided that the CFD is formed prior to recordation of the first of the three phased final maps for the Project. The City agrees to undertake all commercially reasonable efforts to assist with the formation of the CFD before the recordation of the final map. The City understands that if CFD proceeds are used to satisfy developer's obligation to pay the Park Improvement Contribution, it will not receive CFD bond proceeds unless and until CFD bonds are issued and proceeds are distributed. Developer shall have no authority or control over the location, design, planning or construction of the Park Improvements or how the City uses the Park Improvement Contribution by virtue of this Agreement or as a result of the CFD financing for the Park Improvement Contribution, or any other use the City chooses to make of these funds, all of which shall be undertaken in the sole and absolute discretion of the City. The Park Improvement Contribution is in addition to any Quimby fee or parkland development impact fee requirement for the Project. Developer shall not receive any credit, reimbursement or offset towards any Quimby fee

or parkland development impact fee otherwise imposed upon the Project. In the event a CFD is not formed or the Park Improvement Contribution is not paid from CFD proceeds, the Park Improvement Contribution shall be payable in three (3) installments prior to recordation of each of the three phased final maps for the Project, on a per residential unit basis, at the rate of eight-hundred and fifty six dollars and seventeen cents ($856.17) per unit. By way of example, if the first phase of the Project consists of one hundred residential units, eighty-five thousand and six hundred and seventeen dollars ($85,617.00) would be due to the City prior to recordation of the final map for the first phase.

5.6 Maintenance of Foothill Parkway Landscaping. As set forth in the Project Conditions of Approval, Developer is required to establish a homeowner's association for the Project and record Covenants, Conditions and Restrictions ("**CC&R's**") against the Property to provide for the maintenance of private streets, common areas and private utilities in the Project. Developer shall ensure that the CC&R's include the obligation to maintain, repair and replace the landscaping and any associated irrigation improvements, including, without limitation the non-irrigated slopes, the irrigated parkways and irrigated median areas on both sides of that portion of Foothill Parkway described in Exhibit "C" attached to this Agreement ("**Foothill Parkway Maintenance Obligation**"), as more particularly shown in Exhibit "C". Additionally, Developer agrees that in the event a CFD is formed for the Property, it will include a contingency special tax that will be levied to satisfy the Foothill Parkway Maintenance Obligation in the event the homeowner's association fails to adequately maintain the referenced portion of Foothill Parkway.

6. REMEDIES.

6.1 Limitation of Developer's Remedies. THE CITY AND DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF IT WERE TO BE LIABLE TO DEVELOPER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY THE CITY, OTHER THAN: (A) SPECIFIC PERFORMANCE OF THIS AGREEMENT; (B) INJUNCTIVE RELIEF; OR (C) MANDAMUS REGARDING ANY ACTION TAKEN BY CITY PURSUANT TO SECTION 8.6 (COLLECTIVELY, "**DEVELOPER REMEDIES**"). ACCORDINGLY, THE CITY AND DEVELOPER AGREE THAT THE DEVELOPER REMEDIES SHALL BE DEVELOPER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY THE CITY. DEVELOPER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES BASED UPON A DEFAULT BY THE CITY UNDER THIS AGREEMENT OTHER THAN THE DEVELOPER REMEDIES.

6.2 Statement of Intent. IT IS THE INTENTION OF DEVELOPER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN SECTION 6.1, AND DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE CITY FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY DEFAULT UNDER THIS AGREEMENT BY CITY, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

6.3 Release.

6.3.1 EXCEPT FOR THE DEVELOPER REMEDIES, DEVELOPER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNEES, HEREBY RELEASES CITY, CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING OUT OF ANY DEFAULT BY CITY UNDER THIS AGREEMENT, KNOWN OR UNKNOWN, PRESENT OR FUTURE, INCLUDING ANY CLAIM BASED OR ASSERTED PURSUANT TO ARTICLE I, SECTION 19 OF THE CALIFORNIA CONSTITUTION, THE FIFTH AMENDMENT OF THE UNITED STATES CONSTITUTION, OR ANY OTHER LAW, ORDINANCE, OR JUDICIAL DECISION WHATSOEVER.

6.3.2 WITHOUT LIMITING THE GENERALITY OF ANYTHING IN SECTION 6.3.1, WITH RESPECT TO THE WAIVERS RELEASES AND LIMITATIONS ON REMEDIES CONTAINED IN SECTIONS 6.1 THROUGH 6.3, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY WAIVES THE BENEFIT OF AND ANY PROTECTIONS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6.3.3 IN ADDITION TO WAIVING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, DEVELOPER HEREBY WAIVES, RELEASES AND FOREGOES THE PROVISIONS OF ANY OTHER FEDERAL OR STATE STATUTE OR JUDICIAL DECISION OF SIMILAR EFFECT WITH RESPECT TO THE WAIVERS, RELEASES AND LIMITATIONS CONTAINED IN SECTIONS 6.1 THROUGH 6.3.

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Initials of Authorized
Developer Representative

6.4 Limitation of City's Remedies. THE CITY AND DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT DEVELOPER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE CITY FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY DEVELOPER, OTHER THAN: (A) DAMAGES ARISING FROM ANY FAILURE OF DEVELOPER TO PERFORM ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT; (C) TERMINATION OF THIS AGREEMENT BY CITY PURSUANT TO SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT; (D) SPECIFIC PERFORMANCE OF THIS AGREEMENT; OR (E) INJUNCTIVE RELIEF (COLLECTIVELY, "CITY REMEDIES"). ACCORDINGLY, THE CITY AND DEVELOPER

AGREE THAT THE CITY REMEDIES SHALL BE THE CITY'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY DEVELOPER. THE CITY WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES BASED UPON A DEFAULT BY DEVELOPER UNDER THIS AGREEMENT OTHER THAN THE CITY REMEDIES.

6.5 Statement of Intent. IT IS THE INTENTION OF THE CITY TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN SECTION 6.4, AND THE CITY HEREBY RELEASES ANY AND ALL CLAIMS AGAINST DEVELOPER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY DEFAULT UNDER THIS AGREEMENT BY DEVELOPER, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6.4, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE CITY AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

6.6 Release.

6.6.1 EXCEPT FOR THE CITY REMEDIES, CITY HEREBY RELEASES DEVELOPER, DEVELOPER 'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING OUT OF A DEFAULT BY DEVELOPER UNDER THIS AGREEMENT.

6.6.2 WITHOUT LIMITING THE GENERALITY OF ANYTHING IN SECTION 6.6.1, WITH RESPECT TO THE WAIVERS RELEASES AND LIMITATIONS ON REMEDIES CONTAINED IN SECTIONS 6.4 THROUGH 6.6, CITY HEREBY EXPRESSLY WAIVES THE BENEFIT OF AND ANY PROTECTIONS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

> GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6.6.3 IN ADDITION TO WAIVING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, CITY HEREBY WAIVES, RELEASES AND FOREGOES THE PROVISIONS OF ANY OTHER FEDERAL OR STATE STATUTE OR JUDICIAL DECISION OF SIMILAR EFFECT WITH RESPECT TO THE WAIVERS, RELEASES AND LIMITATIONS CONTAINED IN SECTIONS 6.4 THROUGH 6.6.

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Initials of Authorized
City Representative

7. DEFAULT.

7.1 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, in the event of any alleged Default, the Party alleging such Default shall give the defaulting party Notice in writing specifying the nature of the alleged Default and the manner in which such Default may be satisfactorily cured ("**Notice of Breach**"). The defaulting party (City or Developer) shall cure the Default within forty-five (45) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is such that it cannot reasonably be cured within such forty-five (45) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged Default is cured within the time provided above, then the Party alleging such Default shall take no further action to exercise any remedies available hereunder. If the alleged Default is not cured, then the Party alleging the Default may exercise any of the remedies available under Section 6 of this Agreement.

7.2 Procedure for Default by Developer. If Developer is alleged to be in Default hereunder, then after notice and expiration of the cure period specified in Section 7.1 above, the City may give notice of intent to terminate or modify this Agreement as to the Developer pursuant to California Government Code section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review in the manner set forth in Government Code sections 65867 and 65868 by the City Council at the next available City Council meeting, as determined by the City Manager (the "**Default Hearing**"). Following the consideration of the evidence presented during the Default Hearing and a determination, based on substantial evidence, that a Default by Developer has occurred, the City may give written Notice of termination of this Agreement to the Developer, and this Agreement shall be deemed modified or terminated as to Developer and any portion of the Property owned by Developer as of the date of delivery of such Notice; provided, however, that, if such termination or modification occurs because of a Default occurring after this Agreement has been assigned so that it applies to more than one entity as "Developer" then such termination or modification shall relate only to that specific portion of the Property as may then be owned by the Developer that committed a Default hereunder and not to any other portion of the Property owned by a different entity. This Section 7.2 shall not be interpreted to constitute a waiver of Government Code section 65865.1 of the, but merely to provide an element of the procedure by which the Parties may take the actions set forth in section 65865.1.

7.3 Procedure for Default by the City. If the City is alleged by Developer to be in Default under this Agreement, then after Notice and expiration of the cure period specified in Section 7.1 above, the Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations of Section 6.1 and compliance with Federal and State law.

8. ANNUAL REVIEW.

8.1 Timing and Scope of Annual Review. At least once every twelve (12) months during the Term of this Agreement, the City shall conduct a review of the Agreement to confirm Developer's compliance with the terms and conditions of this Agreement. In March of each year, Developer shall

submit a report to the City on a form designated by the Director that (a) enumerates and demonstrates Developer's compliance with all obligations required of it under this Agreement during the preceding twelve (12) months, (b) describes each obligation that is scheduled to come due in the succeeding twelve (12) months and describes Developer's plan to comply with those obligations, and (c) includes such other information as may be requested by the Director ("**Annual Report**"), along with the fee or deposit amount established by resolution of the City Council for the Annual Review (defined below). Developer's failure to submit the Annual Report required by this Section 8.1 shall constitute a Default under this Agreement. The Director shall review the Annual Report and shall report to the City Council whether Developer has demonstrated good faith compliance with the terms of this Agreement (the "**Annual Review**"). The Annual Review shall be limited in scope to the determination of Developer's compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1.

8.2 Standards for Annual Review. The City Council shall review the evidence and, on the basis of substantial evidence, accept, modify or reject the Director's recommendation on the Annual Report and whether Developer has demonstrated good faith compliance with the terms of this Agreement. If the City Council determines that the developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the City Council may amend or cancel the agreement pursuant to Corona Municipal Code section 17.87.300. If the City finds and determines that Developer has not complied with the terms and conditions of this Agreement, then the City may amend or terminate this Agreement pursuant to Sections 8.6 and 8.7 of this Agreement.

8.3 Evidence for Annual Review. The City, upon request by Developer, and at no cost to City, shall provide Developer with a copy of any final public staff reports and documents to be used or relied upon in conducting the Annual Review and, to the extent practical, related exhibits concerning Developer's performance hereunder, prior to any such review. Developer shall be permitted an opportunity to respond to a City's evaluation of its performance, either orally at a public hearing or in a written statement, at Developer's election.

8.4 Certificate of Compliance. If, at the conclusion of the Annual Review, Developer is determined to be in compliance with the terms and conditions of this Agreement, the Director shall, within thirty (30) days of the City's receipt of a written request by Developer and at no cost to City, issue a certificate to Developer stating that, after the most recent Annual Review, based upon the information known or made known to the City that: (1) this Agreement is in effect; and (2) Owner is not in Default under this Agreement ("**Compliance Certificate**"). A Compliance Certificate shall not bind the City if a Default existed at the time of the Annual Review to which the Compliance Certificate relates, but was concealed from or otherwise not known to the City.

8.5 Failure to Conduct Annual Review. Failure of City to conduct an Annual Review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall the Developer have or assert any defense to such enforcement due to any such failure to conduct an Annual Review. Failure of the City to conduct an Annual Review shall not cause the Developer to be in Default under this Agreement, but it does not relieve the obligation of the Developer to submit the Annual Report as required by Section 8.1.

8.6 Proceedings Upon Modification or Termination. If, at the conclusion of an Annual Review, the City Council determines that that Developer is not in compliance with the terms and conditions of this Agreement, and if the City Council determines to proceed with modification or termination of this Agreement, City shall give Notice to Developer of City's intention to conduct a hearing regarding such matter. The Notice shall be given, at least, fifteen (15) calendar days prior to the scheduled hearing on such matter and shall contain:

8.6.1 The time and place of the hearing;

8.6.2 A statement as to whether or not City proposes to terminate or to modify this Agreement; and

8.6.3 Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

8.7 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination of this Agreement, Developer shall be given an opportunity to be heard. Developer shall be required to demonstrate its compliance with all of the terms and conditions of this Agreement. The burden of proof on the issue of Developer's compliance with all of the terms and conditions of this Agreement shall be on Developer. If the City Council finds, based upon substantial evidence, that Developer is in Default under this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City, including, a condition that Developer be given the opportunity to cure such Default, within a time period established by the City Council. 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.

9. THIRD PARTY LITIGATION.

9.1 Third Party Claims. City and Developer, at Developer's sole cost and expense, shall cooperate in the event of any court action instituted by a third party or other governmental entity or official challenging, arising from, or related to, the validity of any provision of this Agreement or any Project Approvals. To the extent the Developer elects to contest or defend such litigation challenges or requests that City cooperate in those defense efforts, the Developer shall reimburse City, within ten (10) business days following City's written demand therefore, which may be made from time to time during the course of such litigation, all costs incurred by City in connection with the litigation challenge, including City's administrative, legal and court costs, provided that City shall either: (a) elect to joint representation by Developer's counsel; or (b) retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget, and present such litigation budget to Developer, for information purposes and not as a cap, prior to incurring obligations to pay legal fees in excess of Thirty Thousand Dollars ($30,000). Developer shall indemnify, defend, and hold harmless City and its officials and employees from and against any claims assessed or awarded against City by way of judgment, settlement, or stipulation. Nothing herein shall authorize Developer to settle such legal challenge on terms that would constitute an amendment or modification of this Agreement, any Existing Approvals or any Subsequent Project Approvals, unless such amendment or modification is approved by City in accordance with applicable legal requirements, and City

reserves its full legislative discretion with respect thereto. For avoidance of doubt, City shall have the right, but not the obligation, to contest or defend such litigation challenges with counsel selected by the City in accordance with this Section 9.1.

9.2 Developer Covenant to Defend this Agreement. Developer acknowledges that City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, City must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as a public body, the actions in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. Developer assumes the risk of delays and damages that may result to Developer from any third-party rejections or legal actions related to City's approval of this Agreement and/or the Project Approvals or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by City is determined to have occurred. If a third-party files a legal action regarding City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, City may terminate this Agreement on thirty (30) days advance written notice to Developer of City's intent to terminate this Agreement, referencing this Section 9.2, without any further obligation to perform the terms of this Agreement and without any liability to Developer resulting from such termination, unless Developer unconditionally agrees to indemnify and defend the City with legal counsel reasonably acceptable to the City, against such third-party legal action, within thirty (30) calendar days following receipt of City's notice of intent to terminate this Agreement, including without limitation paying all of the reasonable court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the reasonable expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such agreement between City and Developer must be in a separate writing and reasonably acceptable to City in both form and substance. Nothing contained in this Section 9.2 shall be deemed or construed to be an express or implied admission that City may be liable to Developer or any other person for damages or other relief from any alleged or established failure of City to comply with any statute, including, without limitation, CEQA. The obligations described above will be for the benefit of the City and binding upon Developer, its successors and assigns, officers, employees and representatives, and will survive expiration or termination of this Agreement.

10. INDEMNIFICATION.

10.1 Developer Indemnity Obligations. Developer shall, with legal counsel of City's reasonable choosing and at Developer's own cost, expense and risk, defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all Claims to the extent arising out of, pertaining to, or incident to any and all of the following: (a) any application made by or at Developer's request related to any Project Approval; or (b) any agreements that Developer (or anyone claiming by or through Developer) makes with a third-party regarding the Property or the Project but excluding any and all Claims arising out of the actions of Crossroads Church; or (c) as provided in Section 9.2 of this Agreement.

10.2 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of Developer under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

10.3 Prompt Notice. The City shall provide Notice to Developer of any claim.

10.4 Settlement. Developer may only settle a Claim with the consent of the City. Any settlement shall procure a release of the City from the subject Claims, shall not require the City to make any payment to the claimant and shall provide that neither the City nor Developer on behalf of City admits any liability.

10.5 Independent Duty to Defend. The duty to defend under this Agreement is separate and independent of the duty to indemnify. The duty to defend includes Claims for which City may be liable without fault or strictly liable. The duty to defend applies immediately, regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. It is the express intention of the Parties that the City be entitled to obtain summary adjudication or summary judgment regarding Developer 's duty to defend City at any stage of any Claim or suit within the scope of the Developer 's indemnity obligations under this Agreement.

11. TERM AND TERMINATION.

11.1 Term of Agreement and Project Approvals.

11.1.1 Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue until Developer either completes all development of the Project in accordance with this Agreement, the Project Approvals and the Project Conditions of Approval or a period of ten (10) years expires, whichever occurs first ("**Term**"), unless this Agreement is otherwise terminated, modified or extended as provided in this Agreement. Following the expiration of the Term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect; provided, however, that in no event shall the expiration or termination of this Agreement affect or limit, without further action of City, any right then held by Developers under any Project Approvals.

11.1.2 Subdivision Map Life. Pursuant to Government Code section 66452.6(a) and this Agreement, in addition to other extensions available under the Subdivision Map Act, the term of any tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps (collectively, "**Subdivision Document**") relating to the Project shall automatically be extended to and until the later of the following:

11.1.2.1 The Term of this Agreement; or

11.1.2.2 The end of the term or life of any such Subdivision Document otherwise given pursuant to the "**Subdivision Map Act**" (defined herein) or local regulation not in conflict with the Subdivision Map Act.

If this Agreement terminates for any reason prior to the expiration of the vested rights otherwise given under the Subdivision Map Act to any Subdivision Document, such termination of this Agreement shall not affect Developer's right to proceed with development under such Subdivision Document in accordance with only the then-current applicable laws, rules and regulations.

11.1.3 Subsequent Project Approval Life. The term of any Subsequent Project Approvals, including without limitation, all development plans, development permits, or other entitlements for the general development of all or any part of the Project, shall automatically be extended to and until the later of the following:

11.1.3.1 The Term of this Agreement; or

11.1.3.2 The term or life of any applicable Subdivision Document pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

11.2 Termination. Except with respect to rights and obligations that expressly survive the termination of this Agreement, this Agreement shall be deemed terminated and of no further force or effect upon the occurrence of any one (1) of the following events:

11.2.1 Entry of a final judgment setting aside, voiding or annulling the adoption of the City ordinance approving this Agreement;

11.2.2 The adoption of a referendum measure, pursuant to California Government Code Section 65867.5, overriding or repealing the Approving Ordinance;

11.2.3 Completion of the Project, in accordance with all of the terms and conditions of this Agreement, the Project Approvals and the Project Conditions of Approval, as evidenced by City issuance of final Certificates of Occupancy for all residential dwelling units planned to be constructed in the Project.

11.2.4 Termination of this Agreement pursuant to Section 7, 8 or 9.2 or any other provision of this Agreement.

11.3. Effect of Expiration or Termination. Termination of this Agreement pursuant to this Section 11 or any other provision of this Agreement shall not constitute expiration or termination of any of the Existing Project Approvals regarding development of the Project on the Property or any Subsequent Project Approval issued or approved after the Effective Date and prior to the expiration or termination of this Agreement. Upon the expiration or termination of this Agreement, no Party shall have any further right or obligation under this Agreement, except with respect to: (a) any obligation to have been performed by such Party under this Agreement prior to such expiration or termination; (b) any Default under this Agreement occurring prior to such expiration or termination; or (c) any obligation expressly surviving the expiration or termination of this Agreement.

11.4 Tolling of Agreement. If any Person other than Developer initiates litigation that challenges the Project or the Existing Project Approvals, then Developer will have the right to toll commencement of the Term and any obligations of Developer under this Agreement during the period of such litigation, in which event all obligations of the City under this Agreement shall be tolled in the same manner. The tolling shall commence upon receipt by the City of written Notice from Developer invoking this right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Existing Project Approvals or (2) the litigation is dismissed with prejudice; whichever occurs first. In addition, this Agreement shall be tolled during any period of time during which any action or inaction by the City or other public agency that

prevents, prohibits or unreasonably delays the use of the Existing Project Approvals or construction of the Project. Notwithstanding the foregoing, to the extent that a court of competent jurisdiction issues a temporary restraining order, preliminary injunction or other order affecting the Parties' obligations under this Agreement, such obligations shall be automatically tolled to the extent required by such order or injunction.

12. ASSIGNMENT, SALE OR TRANSFER OF INTEREST IN THE PROPERTY AND THIS AGREEMENT.

12.1 Right to Transfer Property. Developer shall have the right to Transfer fee title to all or any part of the Property ("**Conveyance Property**") (provided that no Transfer of less than all of the Property violates the Subdivision Map Act) to any Person during the Term, subject to the following conditions precedent:

12.1.1 Notice of Intended Transfer. Developer gives Notice to City of such intended Transfer, provides City with a fully executed written agreement, in a form reasonably acceptable to City as evidenced by the written acceptance of such assumption agreement by City, which acceptance shall not be unreasonably withheld and shall be provided within thirty (30) business days from City's receipt of Notice, pursuant to which the Transferee expressly and unconditionally assumes all of the following described obligations of Developer under this Agreement relating to the Conveyance Property upon the effective date of such Transfer: (a) all obligations of Developer under this Agreement that specifically relate to or are to be performed by the Developer concerning development of the portion of the Project to be developed on the Conveyance Property pursuant to this Agreement; and (b) a proportional share (as determined between Developer and the Transferee and reasonably approved by the City) of the obligations of Developer under this Agreement that are reasonably required, or intended to mitigate the impacts of the development of the portion of the Project to be developed on the Conveyance Property, pursuant to this Agreement.

12.2 Non-Conforming Transfers. Any Transfer not made in strict compliance with this Section 12 shall be of no force or effect and shall be a Default by Developer under this Agreement. Developer agrees that the restrictions on Transfers set forth in this Section 12 are reasonable.

12.3 Release of Transferring Developer. Upon City's written approval of an assumption agreement, pursuant to Section 12.1.1, in connection with any Transfer of fee title to the Conveyance Property, the transferring Developer shall not continue to be obligated under this Agreement for any of the obligations assumed by the Transferee, pursuant to such approved assumption agreement, provided that all of the following conditions are satisfied:

12.3.1 The transferring Developer no longer has a legal or equitable interest in all or any part of the Conveyance Property.

12.3.2 The transferring Developer is not then in Default under this Agreement.

12.3.3 The Transferee provides City with security equivalent to any security previously provided by Developer (if any) to secure performance of Developer's obligations under this Agreement regarding the Conveyance Property and any other obligations under this Agreement

assumed by the Transferee. City shall not be required to release any security provided by transferring Developer (if any), unless and until the Transferee provides City with equivalent security.

12.4 Subsequent Transfers. Each subsequent Transfer shall be made only in accordance with and subject to the terms and conditions of this Section 12. City action with respect to any prior Transfer shall not constitute City action or waiver of any City right with respect to any subsequent Transfer.

12.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled, in whole or in part, by: (a) written mutual consent of the Parties; or (b) in any other manner provided for in this Agreement as provided, however, that the City shall comply with Government Code Section 65868 by providing public notice as set forth in Government Code section 65867 of requisite public hearings related to the subject amendments. This Section 12.5 shall not limit any remedy of City or Developer provided by this Agreement for a Default of the other.

12.6 Not Binding on Residential Buyers. The City and Developer agree that the burden of the Agreement shall terminate as to any lot within the Project upon the conveyance of that lot, improved with a completed residence in accordance with this Agreement, the Project Approvals and the Project Conditions of Approval for which a Certificate of Occupancy has been issued, to a buyer or other transferee who is entitled to receive, by reason of such conveyance, a Final Subdivision Public Report issued by the California Bureau of Real Estate (each, a "**Residential Buyer**"), and the City and Developer agree that any lot so conveyed to a Residential Buyer shall automatically be released from the provisions of this Agreement. Finally, City and Developer also agree that no such release of a lot upon its conveyance to a Residential Buyer shall release either Party from its obligations under the Agreement, which obligations shall remain binding and enforceable until fully performed, notwithstanding the release of some or all of the lots within the Project.

13. NOTICES.

13.1 Notice Procedures. All Notices shall be in writing and addressed to City or Developer (and their designated copy recipients) at the addresses set forth in Section 13.2. Notices (including any required copies) shall be delivered personally, by Federal Express, United Parcel Service or other nationally recognized overnight (one business day) courier service or by certified United States mail, return receipt requested, to the addresses set forth in Section 13.2. A Notice shall be deemed delivered on the date of delivery (or when delivery has been attempted twice, as evidenced by the written report of the courier service) to such address(es), when delivered personally or by overnight courier service, or seventy-two (72) hours after deposit with the United States Postal Service for delivery, in accordance with this Section 13. Either Party may change its address for delivery of Notices by Notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt. Any Party giving a Notice may request the recipient to acknowledge receipt of such Notice. The recipient shall promptly comply with any such request, but failure to do so shall not limit the effectiveness of any Notice. Any attorney may give any Notice on behalf of its client.

13.2 Notice Addresses. All Notices to the Parties shall be addressed as follows:

If to City:
City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn. Joanne Coletta,
Community Development Director

If to Developer:
Richland Ventures, Inc.
Attn: Brian Hardy
3161 Michelson Drive, Suite 425
Irvine, CA 92612

Developer Copy to:
John A. Ramirez
Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626

14. LENDER PROTECTION.

14.1 No Financing Limitations. The Parties agree that this Agreement, including Section 12, shall not prevent or limit Developer, in any manner, in Developer's sole discretion, from encumbering all or any part of the Property or any improvement located on the Property by any mortgage, deed of trust or other security device securing financing with respect to the purchase, development or operation of the Property.

14.2 No Effect on Security Interests. Neither entering into this Agreement nor a Default under this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value, unless otherwise provided by law.

14.3 Notice to Lenders. If City receives a request from a Lender requesting a copy of any Notice of Default given to Developer under the terms of this Agreement, City shall provide a copy of that Notice to the Lender, within ten (10) days after receipt of the Lender's request or the giving of such Notice to Developer, whichever is later. A Lender shall have the right, but not the obligation, to cure a Default of Developer during the cure period allowed to Developer under this Agreement, if any.

14.4 Lender Obligations. Any Lender who comes into possession of all or any part of the Property, pursuant to foreclosure of a mortgage or deed of trust or through a deed in lieu of such foreclosure, shall take such part of the Property subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Lender shall have any obligation to perform any of Developer's obligations under this Agreement, unless and until such Lender proceeds with development of any portion of the Project on the Property. To the extent, though, that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance of such Developer covenant shall continue to be a condition precedent to City's performance under this Agreement. The Property shall remain subject to this

Agreement following any foreclosure, deed in lieu of foreclosure or Transfer of all or any part of the Property by any mortgagee-in-possession or otherwise.

15. MISCELLANEOUS PROVISIONS.

15.1 Recordation of Agreement. This Agreement shall be filed with the County Recorder by the City Clerk for recording against the Property in the official records of the County Recorder on the thirty-first (31st) day after the second reading of the City Council of the Approving Ordinance. Any amendment, modification, termination or cancellation of this Agreement shall be filed with the County Recorder by the City Clerk for recording against the Property in the official records of the County Recorder in the same manner as the Agreement.

15.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties regarding the subject matter of this Agreement. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements between the Parties regarding the subject matter of this Agreement that are not expressly set forth in this Agreement.

15.3 Warranty against Payment of Consideration for Agreement. Developer represents and warrants to the City that: (a) Developer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Developer and third-parties to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of the City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 15.3 shall entitle the City to terminate this Agreement upon seven (7) days' Notice to Developer. Upon any such termination of this Agreement, Developer shall immediately refund any payments made to or on behalf of Developer by the City pursuant to this Agreement or otherwise related to the Property, any City Development Approval, any Non-City Approval, any CEQA document, or the Project, prior to the date of any such termination.

15.4 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby, unless the remaining provisions are rendered impractical to perform or severance would deprive either Party of a material element of the benefit of its bargain in entering into this Agreement. Notwithstanding the immediately preceding sentence, the provision of the public benefits set forth in Section 5 of this Agreement, including the payment of fees and the construction of the Public Improvements, are essential elements of this Agreement and City would not have entered into this Agreement, but for such provisions. Therefore, if any of the provisions of Section 5 are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force or effect.

15.5 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles.

The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

15.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

15.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

15.8 No Implied Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the 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 the non-defaulting Party's right to insist on and demand strict compliance by the other Party with the terms and conditions of this Agreement or to pursue its available remedies for the other Party's Default under this Agreement.

15.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their respective successors and assigns. No other Person (including a Lender) shall have any right of action based upon any provision of this Agreement.

15.10 Mutual Covenants. The covenants contained in this Agreement are mutual covenants and constitute conditions precedent or concurrent to the subsequent or concurrent performance by the Party benefited by the covenant(s).

15.11 Successors in Interest. 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. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land of the Property. Each covenant of this Agreement to do or refrain from doing some act regarding development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with every portion of the Property; and (c) is binding upon Developer and each successor in interest to Developer, during its ownership of the Property or any portion of the Property.

15.12 Counterparts. This Agreement may be executed by the Parties in multiple counterpart originals, which counterpart originals shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

15.13 Project as a Private Undertaking. The Parties acknowledge and agree that the development of the Project is a private development. Neither Party is acting as the agent of the other in any respect under this Agreement and each Party is an independent contracting entity, with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

15.14 Eminent Domain. No provision of this Agreement shall be construed to require, limit or restrict the exercise by City of its power of eminent domain.

15.15 Incorporation of Recitals and Exhibits. All recitals set forth preceding this Agreement and all exhibits attached to this Agreement are incorporated into this Agreement by this reference.

15.16 Estoppel Certificates. Either Party may, at any time and from time to time, deliver written Notice to the other Party, requesting that the other Party certify in writing to the knowledge of the certifying Party that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified, except as expressly identified; and (c) no Default in the performance of the requesting Party's obligations under Agreement exists, except as expressly identified. A Party receiving such a request will sign and return the requested certificate, with any reasonable modifications, within thirty (30) days after receipt of the request.

15.17 Exhibits. The following documents are attached to, and by this reference incorporated in and made a part of, this Agreement: Exhibit "A," Property Legal Description and Depiction and Exhibit "B," Existing Project Approvals, and Exhibit "C", Diagram of Foothill Parkway Maintenance Obligation.

[SIGNATURES ON FOLLOWING THREE (3) PAGES]

CITY'S SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

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 TO
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

RICHLAND VENTURES, INC.
a Florida corporation

By: _____

Name: _____

Title: _____

FEE OWNER SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

The undersigned, as the fee owner, or the duly authorized representative(s) of such owner, of the real property described in Exhibit "A" of this Agreement, hereby agrees to the terms and conditions of this Agreement, consents to the Developer entering into this Agreement and consents to the recordation of this Agreement in the official records of the County of Riverside.

JHB COLONY INVESTMENTS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AMERICAN SUPERIOR LAND, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

Property Legal Description and Depiction

PARCEL 1: (APN: 275-040-012-3)

ALL THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UNITED STATES GOVERNMENT SURVEY, AND MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE SET IN CONCRETE, AT THE CENTER OF SAID SECTION 4;
THENCE ON THE 1/4 SECTION LINE OF SAID SECTION 4, SOUTH 00° 06' WEST, 1054 FEET TO A 2" PIPE SET IN CONCRETE ON THE SOUTH LINE OF THE ROAD TO CORONA;
THENCE ON THE SOUTHERLY LINE OF SAID ROAD TO CORONA, NORTH 77° 05' EAST, 38.80 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 56° 31' EAST, 62.60 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 46° 12' EAST, 124.70 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 50° 34' EAST, 102.80 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 37° 57' EAST, 177.10 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 46° 29' EAST, 171.70 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 55° 21' EAST, 213.10 FEET TO A 1-1/4" GALVANIZED IRON PIPE SET IN CONCRETE;
THENCE NORTH 61° 19" EAST, 187.50 FEET TO A 1-3/4" IRON PIPE SET IN CONCRETE;
THENCE NORTH 66° 01" EAST, 200 FEET TO A 2" IRON PIPE SET IN CONCRETE;
THENCE NORTH 303.80 FEET TO A 2" IRON PIPE SET IN CONCRETE ON THE EAST AND WEST 1/4 SECTION LINE OF SAID SECTION 4;
THENCE ALONG THE SAID EAST AND WEST 1/4 SECTION LINE, NORTH 89° 42' WEST, 1013.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, IN DOCUMENT RECORDED OCTOBER 6, 1972, AS INSTRUMENT NO. 134043 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING PARCEL 2041-2, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN BOOK 58 PAGE 66 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MARCH 29, 1974 AS INSTRUMENT NO. 36092 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2041-2 AS SHOWN ON RECORD OF SURVEY RECORDED APRIL 5, 1972 IN BOOK 58 PAGE 66, RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 02° 05' 02" EAST 54.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2041-2;
THENCE SOUTH 65° 39' 45" WEST ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 2041-2, A DISTANCE OF 117.40 FEET;
THENCE NORTH 29° 02' 15" WEST, 15.00 FEET;
THENCE NORTH 51° 24' 26" EAST, 143.64, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 275-040-017-8)

THAT PORTION OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE EAST 1/4 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND LOT 5 OF SAID SECTION 4 AS SHOWN BY THE UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THOSE PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF SAID LOT 5, LYING NORTHERLY OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-INCH IRON PIPE SET IN CONCRETE, SET FOR THE CENTER OF SAID SECTION 4;
THENCE ALONG THE 1/4 SECTION LINE OF SECTION 4, SOUTH 0° 06' WEST, 1054 FEET MORE OR LESS, TO A 2-INCH PIPE SET IN CONCRETE ON THE SOUTH LINE OF THE ROAD TO CORONA, SAID PIPE BEING THE TRUE POINT OF BEGINNING;
THENCE TO A POINT ON THE SOUTH LINE OF SAID ROAD TO CORONA, NORTH 77° 05' EAST, 38.80 FEET TO A 2-INCH PIPE SET IN CONCRETE;
THENCE NORTH 56° 31' EAST, 62.60 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 46° 12' EAST, 124.70 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 50° 34' EAST, 102.80 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 37° 57' EAST, 177.10 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 46° 29' EAST, 171.70 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 55° 21' EAST 213.10 FEET TO A 1-1/4 INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 61° 19' EAST, 187.50 FEET TO A 1-3/4 INCH IRON PIPE SET IN CONCRETE;
THENCE NORTH 66° 01 EAST, 200 FEET MORE OR LESS TO A 2-INCH IRON PIPE SET IN CONCRETE; SAID POINT BEING POINT "A" LYING DISTANT SOUTH 303.80 FEET FROM A 2-INCH IRON PIPE WITH CAP SET IN CONCRETE, WHICH IS ON THE EAST AND WEST 1/4 SECTION LINE OF SAID SECTION 4 AND LYING DISTANT SOUTH 89° 42' EAST, 1013.40 FEET FROM THE BEFORE SAID 2-INCH IRON PIPE SET FOR THE CENTER OF SAID SECTION 4;
THENCE NORTH 68° 45' 00" EAST TO A POINT AT WHICH SET A 2-INCH IRON PIPE WITH CAP SET IN CONCRETE, SAID POINT LYING ON THE NATIONAL FOREST GRANT BOUNDARY LINE, SAID LINE BEING COINCIDENT WITH THE NORTHEASTERLY BOUNDARY LINE OF BEFORESAID LOT 5, SAID POINT LYING DISTANT 537.21 FEET MORE OR LESS FROM SAID POINT "A";

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 2041-1, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 58, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 19, 1974, AS INSTRUMENT NO. 76072 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF CORONA, A CALIFORNIA MUNICIPAL CORPORATION, IN GRANT DEED RECORDED AUGUST 21, 2018, AS INSTRUMENT NO. 2018-334712 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

COMMENCING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE; THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 THE FOLLOWING COURSES:

SOUTH 46° 53' 18" EAST 1387.02 FEET; THENCE SOUTH 46° 32' 40" EAST 924.93 FEET TO THE SOUTHEASTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66 OF SAID RECORDS OF SURVEY; THENCE CONTINUING SOUTH 46° 32' 40" EAST 1011.07 FEET TO THE EASTERLY LINE OF SAID

SECTION 4; THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID EASTERLY LINE SOUTH 00° 55' 45" WEST 47.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1139.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 31° 11' 51" WEST; THENCE ALONG SAID CURVE NORTHWESTERLY 216.26 FEET THROUGH A CENTRAL ANGLE OF 10° 52' 44" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1161.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 20° 19' 07" EAST; THENCE ALONG SAID CURVE NORTHWESTERLY 401.16 FEET THROUGH CENTRAL ANGLE OF 19° 47' 50"; THENCE RADIALLY FROM SAID CURVE NORTH 40° 06' 57" EAST 2.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1159.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 2.00 FEET NORTHEASTERLY OF LAST SAID CURVE, A RADIAL LINE OF SAID CONCENTRIC CURVE FROM SAID POINT BEARS NORTH 40° 06' 57" EAST; THENCE ALONG SAID CURVE NORTHWESTERLY 327.41 FEET THROUGH A CENTRAL ANGLE OF 16° 11' 09" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE NORTHWESTERLY 64.24 FEET THROUGH A CENTRAL ANGLE OF 03° 10' 33" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1041.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 59° 28' 39" WEST; THENCE ALONG SAID CURVE NORTHWESTERLY 89.25 FEET THROUGH CENTRAL ANGLE OF 04° 54' 45" TO SAID SOUTHEASTERLY LINE OF PARCEL 2041-1; THENCE ALONG SAID SOUTHEASTERLY LINE NON-TANGENT FROM SAID CURVE NORTH 66° 15' 26" EAST 132.29 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 69° 32' 58" EAST 217.51 FEET TO THE TRUE POINT OF BEGINNING.

AND

PARCEL A:

COMMENCING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE; THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 THE FOLLOWING COURSES: SOUTH 46° 53' 18" EAST 1387.02 FEET; THENCE SOUTH 46° 32' 40" EAST 399.19 FEET TO THE NORTHWESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66 OF SAID RECORDS OF SURVEY;THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTH 54° 47' 48" WEST 211.68 FEET; THENCE SOUTH 74° 33' 01" WEST 269.81 FEET; THENCE SOUTH 01° 14' 41" WEST 62.00 FEET; THENCE SOUTH 66° 35' 32" WEST 82.37 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 1 OF THAT CERTAIN GRANT DEED RECORDED DECEMBER 1, 2000 AS INSTRUMENT NO. 2000-479181 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:
CONTINUING SOUTH 66° 35' 32" WEST 117.40 FEET; THENCE SOUTH 63° 50' 33" WEST 85.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 14° 37' 37" EAST 294.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTH 76° 51' 45" WEST 28.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET; THENCE ALONG SAID CURVE WESTERLY AND NORTHWESTERLY 23.18 FEET THROUGH A CENTRAL ANGLE OF 88° 32' 28"; THENCE TANGENT TO SAID CURVE NORTH 14° 35' 47" WEST 270.85 FEET TO SAID SOUTHEASTERLY LINE OF PARCEL 1; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 63° 50' 33" WEST 43.40 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL B:

COMMENCING AT POINT A AS DESCRIBED IN PARCEL A ABOVE; THENCE SOUTH 14° 37' 37" EAST 7.45 FEET; THENCE NORTH 80° 03' 58" EAST 170.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 80° 03' 58" EAST 47.44 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B; THENCE SOUTH 71° 06' 50" WEST 23.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40.00 FEET; THENCE ALONG SAID CURVE

WESTERLY 20.76 FEET THROUGH A CENTRAL ANGLE OF 29° 44' 19"; THENCE NORTH 79° 08' 51" WEST 4.26 FEET TO THE TRUE POINT OF BEGINNING.

AND

PARCEL C:

COMMENCING AT POINT B AS DESCRIBED IN PARCEL B ABOVE; THENCE NORTH 80° 03' 58" EAST 18.88 FEET; THENCE NORTH 11° 51' 13" WEST 1.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 11° 51' 13" WEST 16.21 FEET TO THE SOUTHERLY LINE OF SAID RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1; THENCE ALONG SAID SOUTHERLY LINE NORTH 78° 15' 44" EAST 52.69 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 28° 11' 47" WEST 31.08 FEET; THENCE NORTH 88° 37' 14" WEST 33.58 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION IN FINAL ORDER OF CONDEMNATION, CASE NO. RIC1106550, SUPERIOR COURT OF THE STATE OF CALIFORNIA, RECORDED AUGUST 21, 2018 AS INSTRUMENT NO. 2018-0334712 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:
COMMENCING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE; THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 THE FOLLOWING COURSES:

SOUTH 46° 53' 18" EAST 1387.02 FEET; THENCE SOUTH 46° 32' 40" EAST 399.19 FEET TO THE NORTHWESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66 OF SAID RECORDS OF SURVEY; THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTH 54° 47' 48" WEST 211.68 FEET; THENCE SOUTH 74° 33' 01" WEST 269.81 FEET; THENCE SOUTH 01° 14' 41" WEST 62.00 FEET; THENCE SOUTH 66° 35' 32" WEST 82.37 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF PARCEL 1 OF THAT CERTAIN GRANT DEED RECORDED DECEMBER 1, 2000 AS INSTRUMENT NO. 2000-479181 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES:

CONTINUING SOUTH 66° 35' 32" WEST 117.40 FEET; THENCE SOUTH 63° 50' 33" WEST 85.21 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 14° 37' 37" EAST 302.43 FEET; THENCE NORTH 80° 03' 58" EAST 236.45 FEET; THENCE NORTH 11° 51' 13" WEST 18.07 FEET TO THE WESTERLY LINE OF SAID PARCEL 2041-1; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES:

NORTH 40° 40' 55" WEST 180.55 FEET; THENCE NORTH 01° 09' 15" WEST 181.48 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION IN FINAL ORDER OF CONDEMNATION, CASE NO. RIC1106550, SUPERIOR COURT OF THE STATE OF CALIFORNIA, RECORDED AUGUST 21, 2018 AS INSTRUMENT NO. 2018-0334712 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:
THAT CERTAIN PARCEL OF LAND SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF GOVERNMENT LOT 5, FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT LS 18 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49,

INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE; THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 THE FOLLOWING COURSES: SOUTH 45°53'18" EAST 1387.02 FEET;
THENCE SOUTH 46°32'40" EAST 924.93 FEET TO THE SOUTHEASTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66 OF SAID RECORDS OF SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 48°32'40" EAST 1011.07 FEET TO THE EASTERLY LINE OF SAID SECTION 4;
THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID EASTERLY LINE SOUTH 00°55'45" WEST 47.04 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1139.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 31°11'51" WEST;
THENCE ALONG SAID CURVE NORTHWESTERLY 218.26 FEET THROUGH A CENTRAL ANGLE OF 10°52'44" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1161.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 20°19'07" EAST;
THENCE ALONG SAID CURVE NORTHWESTERLY 401.16 FEET THROUGH CENTRAL ANGLE OF 19°47'50";
THENCE RADIALLY FROM SAID CURVE NORTH 40°06'57" EAST 2.00 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1159.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 2.00 FEET NORTHEASTERLY OF LAST SAID CURVE, A RADIAL LINE OF SAID CONCENTRIC CURVE FROM SAID POINT BEARS NORTH 40°06'57" EAST;
THENCE ALONG SAID CURVE NORTHWESTERLY 391.65 FEET THROUGH A CENTRAL ANGLE OF 19°21'42" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1041.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 59°28'39" WEST;
THENCE ALONG SAID CURVE NORTHWESTERLY 89.25 FEET THROUGH CENTRAL ANGLE OF 04°54'45" TO SAID SOUTHEASTERLY LINE OF PARCEL 2041-1;
THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES: NON-TANGENT FROM SAID CURVE NORTH 66°15'26" EAST 83.15 FEET;
THENCE NORTH 35°50'52" EAST 49.52 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: (APN: 275-030-010-0)

THAT PORTION OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 4 AS SHOWN BY THE UNITED STATES GOVERNMENT SURVEY; AND THOSE PORTIONS OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF LOT 5 OF SAID SECTION 4, AS SHOWN BY THE UNITED STATES GOVERNMENT SURVEY, LYING NORTH AND EASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-INCH IRON PIPE SET IN CONCRETE, SET FOR THE CENTER OF SAID SECTION 4;
THENCE ALONG THE 1/4 SECTION OF SAID SECTION 4, SOUTH 89° 42' EAST, 1013.40 FEET TO A 2-INCH IRON PIPE WITH CAP SET IN CONCRETE, TO THE TRUE OF BEGINNING;
THENCE SOUTH, 303.80 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE, SAID PIPE BEING POINT "A";
THENCE NORTH 68° 45' 00" EAST, TO A POINT WHICH SET A 2-INCH IRON PIPE WITH CAP SET IN CONCRETE, SAID POINT LYING ON THE NATIONAL FOREST GRANT BOUNDARY LINE, SAID LINE BEING THE COINCIDENT WITH THE NORTHEASTERLY BOUNDARY LINE OF BEFORE SAID LOT 5, AND LYING 537.21 FEET MORE OR LESS FROM POINT "A".
EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 2041-1, AS SHOWN ON RECORD OF SURVEY, ON FILE IN BOOK 58, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, AS CONVEYED TO RIVERSIDE FLOOD CONTROL AND WATER

CONSERVATION DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED JUNE 19, 1974, AS INSTRUMENT NO. 76072 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF CORONA, A CALIFORNIA MUNICIPAL CORPORATION, IN GRANT DEED RECORDED MARCH 20, 2014, AS INSTRUMENT NO. 2014- 0103287 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

COMMENCING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE;
THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 SOUTH 46°53'18" EAST 318.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 755.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 88° 08' 59" EAST; THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID CURVE SOUTHEASTERLY 748.25 FEET THROUGH A CENTRAL ANGLE OF 56° 47' 02"; THENCE TANGENT FROM SAID CURVE SOUTH 54° 56' 01" EAST 690.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 35° 03'59" WEST 19.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 468.00 FEET; THENCE ALONG SAID CURVE SOUTHWESTERLY 149.05 FEET THROUGH A CENTRAL ANGLE OF 18° 14' 50" TO THE NORTHWESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66, OF SAID RECORDS OF SURVEY; THENCE NON-TANGENT FROM SAID CURVE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

NORTH 74° 33' 01" EAST 130.62 FEET; THENCE NORTH 54° 47' 48" EAST 69.69 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 56 01" WEST 83.05 FEET TO THE TRUE BEGINNING. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION IN FINAL ORDER OF CONDEMNATION, CASE NO. RIC1106550, SUPERIOR COURT OF THE STATE OF CALIFORNIA, RECORDED AUGUST 21, 2018 AS INSTRUMENT NO. 2018-0334712 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:
BEGINNING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE; THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4 THE FOLLOWING COURSES:

SOUTH 46° 53' 18" EAST 1387.02 FEET; THENCE SOUTH 46° 32' 40" EAST 399.19 FEET TO THE NORTHWESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL NO. 2041-1 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, PAGE 66, OF SAID RECORDS OF SURVEY; THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID NORTHWESTERLY LINE SOUTH 54° 47' 48" WEST 141.99 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 56' 01" WEST 1555.73 FEET; THENCE SOUTH 45° 00' 00" WEST 105.48 FEET TO THE WESTERLY LINE OF GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 4; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID GOVERNMENT LOT 4 THE FOLLOWING COURSES:

NORTH 00° 59' 25" EAST 786.33 FEET; THENCE SOUTH 89° 15' 45" EAST 193.48 FEET TO SAID GENERAL NORTHEASTERLY LINE OF SAID FRACTIONAL SECTION 4; THENCE ALONG SAID GENERAL NORTHEASTERLY LINE SOUTH 08° 39' 07" WEST 302.04 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 275-050-004-7)

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MARCH 22, 1979 AS INSTRUMENT NO. 56922 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THOSE MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED MARCH 23, 1925 IN BOOK 9 PAGE 88 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION IN FINAL ORDER OF CONDEMNATION, CASE NO. RIC1106550, SUPERIOR COURT OF THE STATE OF CALIFORNIA, RECORDED AUGUST 21, 2018 AS INSTRUMENT NO. 2018-0334712 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING THAT PORTION OF GOVERNMENT LOT 2, FRACTIONAL SECTION 3, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT LS 16 AS SHOWN ON THE MAP FILED IN BOOK 121, PAGES 47 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE;
THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, THE FOLLOWING COURSES:
SOUTH 46°53'18" EAST 1387.02 FEET;
THENCE CONTINUING SOUTH 46°32'40" EAST 1936.00 FEET TO THE WESTERLY LINE OF SAID SECTION 3, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE ALONG SAID WESTERLY LINE SOUTH 00°55'45" WEST 47.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1139.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 31°11'51" WEST;
THENCE ALONG SAID CURVE SOUTHEASTERLY 554.94 FEET THROUGH A CENTRAL ANGLE OF 27°54'55';
THENCE TANGENT FROM SAID CURVE SOUTH 30°53'14" EAST 343.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1861.00 FEET;
THENCE ALONG SAID CURVE SOUTHEASTERLY 479.23 FEET THROUGH A CENTRAL ANGLE OF 14°45'16";
THENCE TANGENT FROM SAID CURVE SOUTH 45°38'30" EAST 213.02 FEET TO THE SOUTHWESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PARCEL 2070-106 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 64, PAGES 75 THROUGH 79. INCLUSIVE, OF SAID RECORDS OF SURVEY;
THENCE ALONG THE SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID PARCEL 2070-106 THE FOLLOWING COURSE: NORTH 32°44'50" WEST 115.31 FEET;
THENCE NORTH 48°08'26" EAST 190.79 FEET TO THE NORTHEASTERLY LINE OF FRACTIONAL SECTION 3;
THENCE LEAVING SAID NORTHWESTERLY LINE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES: NORTH 46°40'04" WEST 836.52 FEET;
THENCE NORTH 46°32'40" WEST 664.79 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5: (APN: 275-080-010-5 AND 275-070-003-8 AND 275-040-006-8 AND 275-040-011-2)

THE BIG 4 CLAIM, COMPRISING THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION NINE; THE BLACK CHIEF CLAIM, COMPRISING THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION NINE; THE DUTCH REPUBLIC CLAIM, COMPRISING GOVERNMENT LOT 6 IN SECTION 4; THE KENO CLAIM, COMPRISING THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST OF THE NORTHWEST QUARTER OF SECTION
10; THE KROONEN CLAIM, COMPRISING GOVERNMENT LOT 3 IN SECTION NINE; THE LITTLE CANYON CLAIM, COMPRISING THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE

SOUTHEAST QUARTER OF SECTION 4; THE VICTOR CLAIM, COMPRISING THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE WHITE CLAY CLAIM, COMPRISING GOVERNMENT LOTS 1 AND 2 IN SECTION 9, ALL IN TOWNSHIP FOUR SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THOSE MINERALS, AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED JANUARY 2, 1918 IN BOOK 7, PAGE 319 OF PATENTS.

EXHIBIT "A"

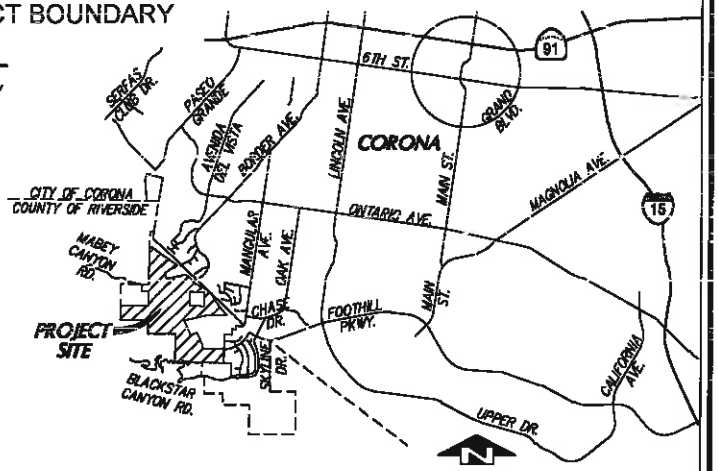
SHEET 1 OF 1 SHEETS

SKYLINE HEIGHTS DEVELOPMENT AGREEMENT
PROJECT BOUNDARY

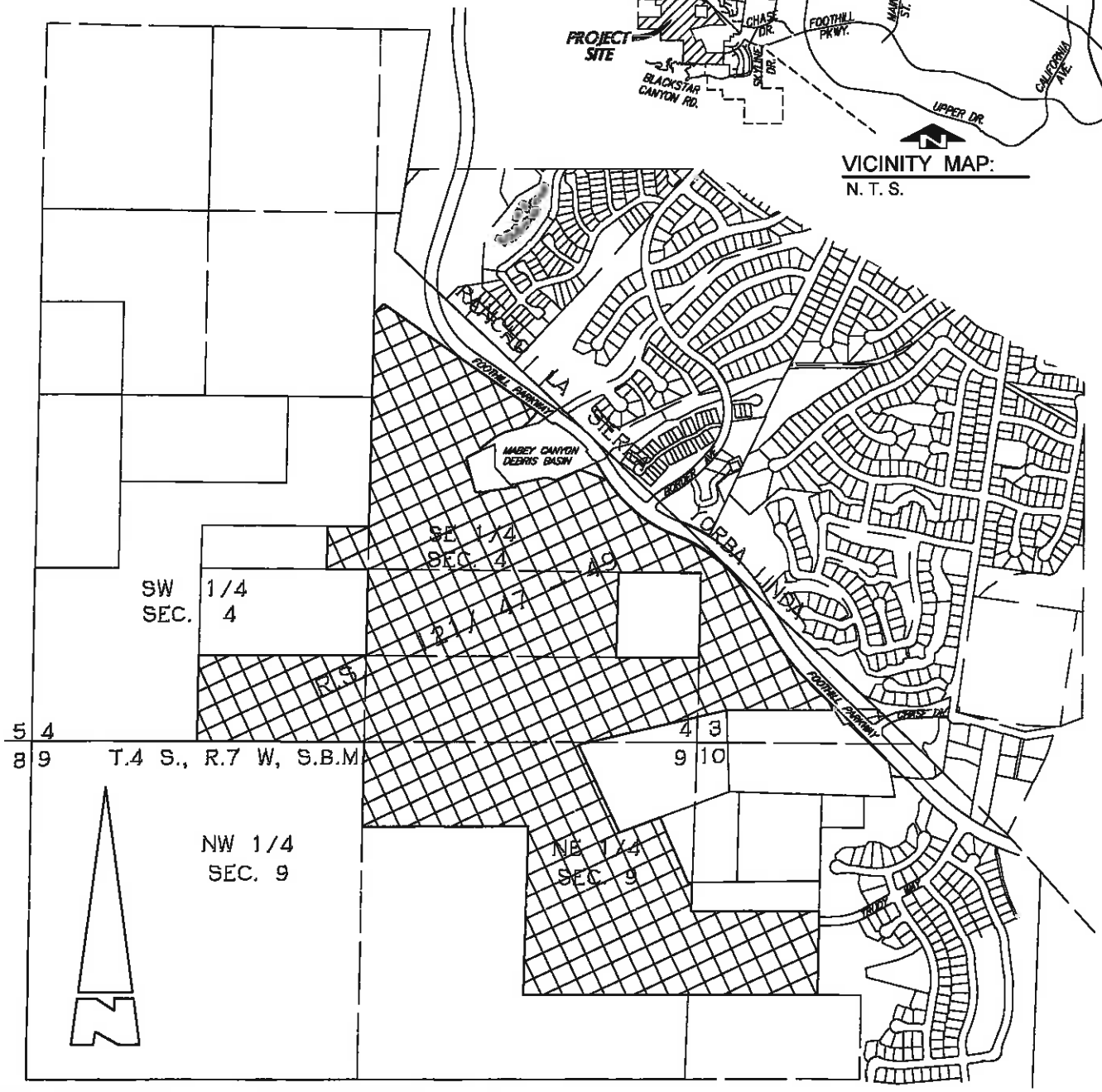
LEGEND:

SKYLINE HEIGHTS PROJECT BOUNDARY

SECTION LINE



VICINITY MAP:
N. T. S.



KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

1200' 0 1200'

SCALE: 1"=1200'

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

Existing Project Approvals

General Plan Amendment GPA 13-0003 (City Council Resolution 2017-006)

Change of Zone CZ 13-002 (City Council Ordinance No. 3257)

Tentative Tract Map 36544 and any Extensions thereto (TTM 36544)

Annexation 117 and Plan of Services (City Council Resolution 2017-005)

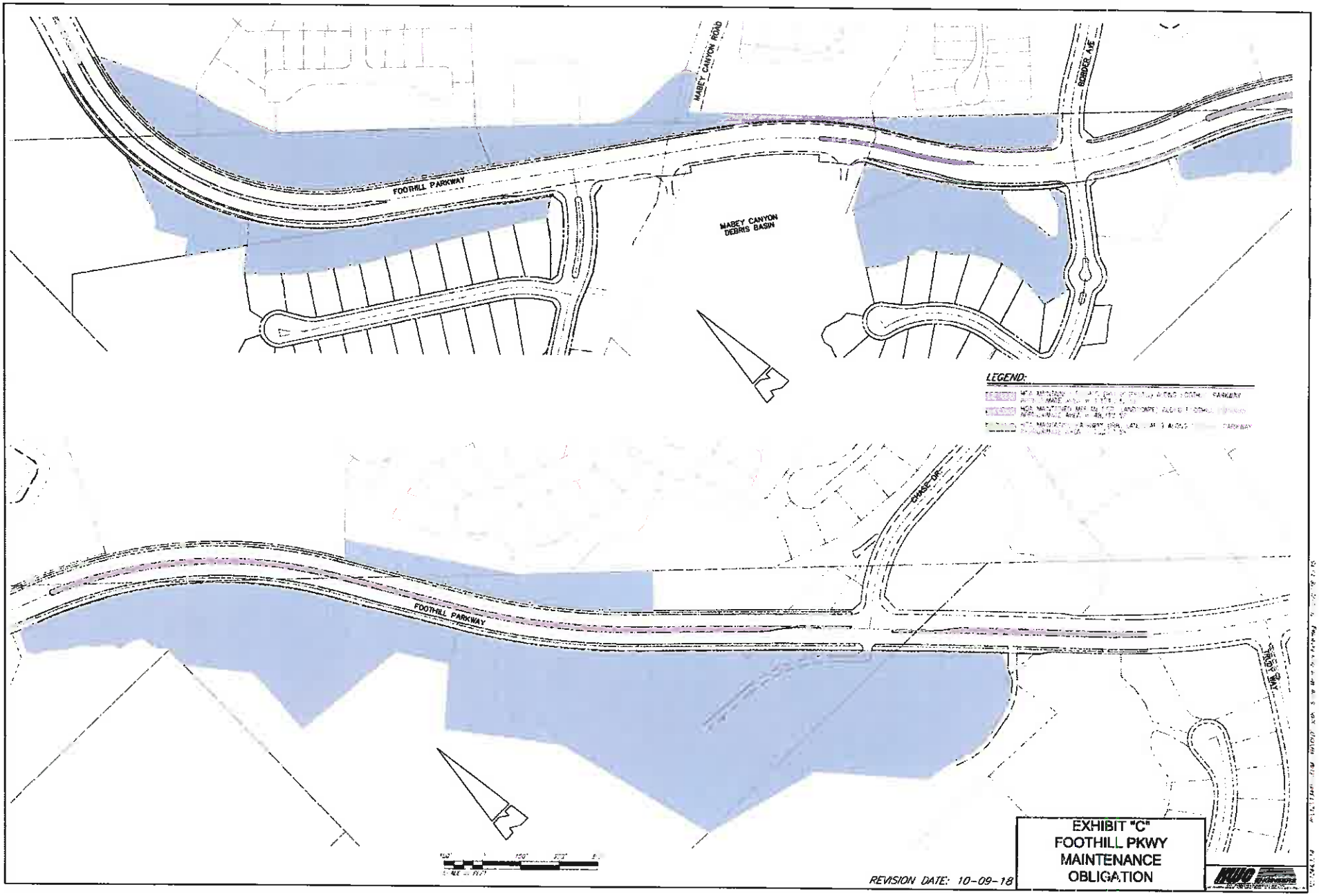
Environmental Impact Report (State Clearing House No. 2014021003) and Mitigation Monitoring and Reporting Program (City Council Resolution 2017-004)

Riverside County Local Agency Formation Commission Resolution C-01-18

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
(SKYLINE HEIGHTS)

Diagram of Foothill Parkway Maintenance Obligation

[SEE ATTACHED ONE (1) PAGE]


MABEY CANYON ROAD
ROBBIE AVE
FOOTHILL PARKWAY
MABEY CANYON DEBRIS BASIN
LEGEND:
CHASE DR.
FOOTHILL PARKWAY
EXHIBIT "C"
FOOTHILL PKWY
MAINTENANCE
OBLIGATION
REVISION DATE: 10-09-18