



Agenda Report

File #: 19-0520

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: June 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:

City Council consideration and review of the developer's compliance with the terms and conditions of the Corona North Main Street Amended and Restated Development Agreement for Phases 2A and 2B on 14 acres located on the west side of Main Street and south of Rincon Street and authorize the Community Development Director to execute the attached Estoppel Certificate on behalf of Corona North Main Development LP.

RECOMMENDED ACTION:

That the City Council determine that the developer is in compliance with the terms and conditions of the Corona North Main Street Amended and Restated Development Agreement for Phases 2A and 2B and authorize the Community Development Director to execute the attached Estoppel Certificate on behalf of Corona North Main Development LP.

ANALYSIS:

The City Council and Corona North Main Development L.P. entered into an Amended and Restated Development Agreement on May 1, 2013, for the development of a mixed-use transit-oriented project consisting of multiple family residential and commercial land uses. The project covered approximately 27 acres and three development phases located on the west side of Main Street between Blaine Street and River Road. The development phases are referred to as Phase 1, Phase 2A and Phase 2B in the Agreement.

Phase 1 consisted of 404 apartments on 12.7 acres located west of Main Street and north of Rincon Street. Phase 1 was completed in 2013 and issued a Certificate of Occupancy by the city on October 17, 2013. The developer sold Phase 1 to a different entity in 2016. However, prior to the land sale the City Council at its meeting on February 17, 2016, approved a Partial Termination of the Amended and Restated Development Agreement for Phase 1 as the developer had satisfied all obligations of the Agreement associated with Phase 1.

Phases 2A and 2B are still owned by the developer, Corona North Main Development LP, and covers

14 acres located at the southwest corner of Main Street and Rincon Street. Phase 2A consists of 171 apartments and parking structure and Phase 2B consists of 293 apartments, parking structure and approximately 77,300 square feet of commercial buildings.

The developer is in the process of obtaining permanent financing for the commercial buildings located in Phase 2B. On May 8, 2019, the developer requested an estoppel certificate from the city certifying that the developer is not in default under the Agreement. Per Section 13.16 of the Agreement, the city has 30 days from receipt of the request to provide an estoppel certificate certifying the Agreement is in full force and effect and that no default in the developer's performance of its obligations under the Agreement exists. The following summarizes the developer's compliance with the Agreement.

- Section 4.2 of the Agreement established timelines for the development of Phases 2A and 2B. The planning development applications for both phases including the environmental review required by the California Environmental Quality Act were required to be submitted to the city on or before March 15, 2015. The applications associated with the project were submitted to the city in November 2012 and were ultimately approved by the City Council in September 2013.
- Section 4.3.1 of the Agreement established the developer's right to develop Phase 2A according to certain timelines. The developer was required to obtain ministerial permits such as grading and building permits on or before May 30, 2016 and was granted a vested right to develop the site until December 31, 2021. Building permits for Phase 2A were issued by the city in January 2015 and the city issued final inspections and a Certificate of Occupancy for the building in August 2016.
- Section 4.3.2 of the Agreement established the developer's right to develop Phase 2B according to certain timelines. The developer was required to obtain ministerial permits such as grading and building permits on or before January 2, 2024 and was granted a vested right to develop the site until June 1, 2028. Building permits for the residential portion of Phase 2B were issued by the city in July 2015 and the city issued final inspections and a Certificate of Occupancy for the residential buildings in August 2017. Permits associated with the various commercial buildings started being issued by the city in 2017. The shells of the commercial buildings have been constructed by the developer and the interior tenant improvements plans for the individual tenant spaces are currently being processed by the commercial tenants. Certificates of occupancy from the city will be issued to each individual tenant space upon completion of the inspections associated with the interior tenant improvement plans.
- Section 5.2.2 (d) of the Agreement required the developer to post payment security of the project's sewer capacity fees in the amount of \$182,931.20 on or before December 1, 2011. The payment security was posted with the city on October 25, 2011.
- Section 5.4 of the Agreement required the property owner to contribute \$100,000 to the city for community improvements within one year of the effective date of the agreement. The agreement went into effect on July 5, 2013 and the owner paid the community improvement contribution to the city on July 2, 2014.

As part of the loan for Phase 2B, the lender is requiring Corona North Main Development L.P. to convey the property to Corona North Retail Development L.P. which is a newly formed subsidiary entity. Although the name of the entity will change, it will have the same ownership and management structure as Corona North Main Development L.P. As such, the transfer constitutes a mere change in form of ownership with no material change in beneficial ownership. Therefore, the transfer in ownership does not require City Council approval because Section 1.49 of the Agreement exempts transfers that are mere changes in the form of ownership with no material change in beneficial ownership. However, the change in ownership was worth mentioning for record keeping purposes.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The review of this compliance report has no fiscal impact to the general fund.

ENVIRONMENTAL ANALYSIS:

The review of the compliance report is not considered a project under the California Environmental Quality Act.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachment:

1. Estoppel Certificate.

Estoppel Certificate
(Amended and Restated Statutory Development Agreement)

Date: June 6, 2019

American General Life Insurance Company
c/o AIG Investments
777 S. Figueroa Street, 16th Floor
Los Angeles, California 90017-5800
Attention: VP-Servicing, Commercial Mortgaged Lending

The United States Life Insurance Company in the City of New York
c/o AIG Investments
777 S. Figueroa Street, 16th Floor,
Los Angeles, California 90017-5800
Attention: VP-Servicing, Commercial Mortgaged Lending ("**Lender**")

Re: Amended and Restated Statutory Development Agreement (the "**Development Agreement**"), dated as of May 1, 2013, by and between the City of Corona, a California municipal corporation ("**City**"), and Corona North Main Development, LP, a California limited partnership ("**Developer**"), as predecessor-in-interest to Corona North Retail Development, LP, a California limited partnership ("**Borrower**").

Ladies and Gentlemen:

Borrower is the owner of certain real property described in the Development Agreement as the Property. City understands that (i) Lender may be providing financing (the "**Loan**") to Borrower to be secured by, among other things, a first-lien deed of trust on the Property and (ii) Lender will be relying upon this Estoppel Certificate in making the Loan. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Development Agreement.

City hereby certifies to Lender as follows, in each case, as of the date hereof:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Development Agreement and all amendments, modifications, and supplements thereto, including, without limitation, that certain Partial Termination of Amended and Restated Statutory Development Agreement (Corona North Main) dated February 17, 2016, which terminated the Development Agreement with respect to the Phase 1 Property, as that term is defined in the Development Agreement.

2. City is not aware of any condition, event or act that constitutes a violation of the Development Agreement or that would constitute a Default thereunder, and no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a violation, or Default, other than as listed on **Exhibit B**.

3. None of the provisions of the Development Agreement that relate to the Developer and/or the Borrower have been waived or amended, and the Development Agreement is in full force and effect.

4. Notwithstanding anything contained in the Development Agreement to the contrary, including, Lender, as holder of a deed of trust incurred in connection with the Loan, following a default under the deed of trust, may foreclose the deed of trust or accept (either directly or pursuant to a designee) a deed in lieu of foreclosure of the deed of trust. The Property shall remain subject to the Development 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.

This Estoppel Certificate shall constitute notice to City to provide Lender copies of any Notice of Default delivered to Owner under the Development Agreement pursuant to Section 12.3 of the Development Agreement. Any such notice shall be delivered to Lender pursuant to the contact information set forth above.

[signatures to follow on the next page]

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate:

CITY OF CORONA,
a California municipal corporation

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

Witness my hand and official seal.

Signature _____

(Seal)

[Acknowledgment on behalf of City]

EXHIBIT A

DEVELOPMENT AGREEMENT
and
PARTIAL TERMINATION OF AMENDED AND RESTATED STATUTORY
DEVELOPMENT AGREEMENT

[Attached]

CHICAGO TITLE

8:00 A.M.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Attn: City Clerk (CD)

COPY of Document Recorded
on 3-1-2016 as No. 0080202
has not been compared with
original.
LARRY W. WARD
County Recorder
RIVERSIDE COUNTY, CALIFORNIA

APN: 119-261-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
FEE EXEMPT - GOVERNMENT CODE § 27383
DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

PARTIAL TERMINATION OF AMENDED AND RESTATED STATUTORY DEVELOPMENT AGREEMENT (CORONA NORTH MAIN)

THIS ACKNOWLEDGEMENT OF PARTIAL TERMINATION OF AMENDED AND RESTATED STATUTORY DEVELOPMENT AGREEMENT (CORONA NORTH MAIN (the "Termination")) is dated for reference purposes only as of the 17th day of February, 2016, and is being entered into by and among CITY OF CORONA, a California municipal corporation ("City"), CORONA NORTH MAIN DEVELOPMENT, LP, a California limited partnership ("CNMD"), ARTISAN AT MAIN STREET METRO LP, a California limited partnership ("Seller") and ARTISAN CORONA APARTMENTS LLC, a California limited liability company ("Buyer"). City, CNMD, Seller, and Buyer are sometimes individually referred to as "Party" and collectively as "Parties" in this Assignment.

RECITALS

A. On or about May 1, 2013, CNMD and City entered into that certain Amended and Restated Statutory Development Agreement (Corona North Main), which was recorded on July 5, 2013, as Instrument No. 2013-0324864 in the Official Records of the County of Riverside, California (the "Development Agreement"). The Development Agreement relates to the development of a mixed-use "transit-oriented" development comprised of three (3) development phases containing multi-family residential units and office/retail buildings (the "Project") on the west side of Main Street, north of West Blaine Street in the City of Corona, County of Riverside.

B. Phase 1 of the Project is situated on approximately 12.7 net acres of real property located north of Rincon Street, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Phase 1 Property") and consists of approximately 404 multi-family residential units, a clubhouse, recreation areas, leasing offices and associated public improvements.

C. The Phase 1 Property was conveyed by CNMD to Seller pursuant to a Grant Deed recorded on December 21, 2012, as Instrument No. 2012- 0623735 in the Official Records of the County of Riverside, California. Pursuant to Section 1.49 of the Development Agreement, such conveyance was not a "Transfer" (as defined in the Development Agreement) because such conveyance was a mere change in the form of ownership with no material change in

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00046957-992-IE2

beneficial ownership and constituted a tax-free transaction under Federal income tax law and State real estate transfer tax.

D. City issued its final Certificate of Occupancy for Phase 1 of the Project on October 17, 2013. Accordingly, the Parties agree that Phase 1 of the Project has been completed within the meaning of Section 8.1.4 of the Development Agreement.

E. City acknowledges that Owner (as that term is defined in the Development Agreement) has timely performed all of its obligations under the Development Agreement with respect to the Phase 1 Property, that no Default by Owner exists under the Development Agreement with respect to the Phase 1 Property, and that no such Default would exist with the passage of time or the giving of notice pursuant to the provisions of the Development Agreement. CNMD, Seller, and Buyer similarly acknowledge that City has timely performed all of its obligations under the Development Agreement with respect to the Phase 1 Property, that no Default by City exists under the Development Agreement with respect to the Phase 1 Property, and that no such Default would exist with the passage of time or the giving of notice pursuant to the provisions of the Development Agreement.

F. Buyer intends to acquire fee title to the Phase 1 Property from Seller on the Effective Date, as defined in Paragraph 13 below.

G. Upon termination of the Development Agreement with respect to the Phase 1 Property within the meaning of Section 8.1 and 8.2 thereof, the Parties agree that City consent to the Transfer of the Phase 1 Property by Seller to Buyer would no longer be required. Nonetheless, in order to eliminate any possible confusion or uncertainty in this regard, City is willing to formally consent to such Transfer as part of its agreements and acknowledgements herein.

H. Unless expressly defined herein, all capitalized terms used in this Assignment shall have the meanings ascribed to them in the Development Agreement.

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED INTO THIS TERMINATION BY THIS REFERENCE, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS AGREED TO BY ALL PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. City consents to the Transfer of the Phase 1 Property by Seller to Buyer (notwithstanding the acknowledgment set forth in Recital G above that no such City consent is required upon termination of the Development Agreement with respect to the Phase 1 Property).

2. Except as set forth in Paragraph 3 below, the Parties agree that the Development Agreement has terminated with respect to the Phase 1 Property and no Party shall have any further rights or obligations under the Development Agreement with respect to the Phase 1 Property.

3. In accordance with Section 8.2(c) of the Development Agreement, to the extent that any indemnity or other obligation of Owner under the Development Agreement survives the termination of the Development Agreement as to Phase 1 of the Property and continues in effect

after the Effective Date of this Termination, CNMD and Seller shall be jointly and severally liable to City for performance thereof and Buyer (and Buyer's successors and assigns with respect to the Phase 1 Property) shall have no liability or responsibility therefor. City expressly releases Buyer from any liability or responsibility for performance of any surviving obligations of Owner under the Development Agreement with respect to the Phase 1 Property.

4. Nothing in this Assignment is intended or shall be construed to modify, amend, supersede, or terminate the obligations of CNMD or any of its successors or assigns as the "Owner" under the Development Agreement with respect to the "Project Phase 2" referred to therein. Not by way of limitation of the foregoing, Seller is not assigning to Buyer any rights or obligations under the Development Agreement with respect to the Project Phase 2, Buyer is not acquiring any such rights or assuming any such obligations from Seller, and Buyer shall have no rights or obligations whatsoever with respect to the Project Phase 2. A Default by Owner under the Development Agreement with respect to all or any portion of the Project Phase 2 shall not be deemed to constitute a Default by Buyer (or any successor or assignee of Buyer) with respect to the Phase 1 Property. In the event of a Default by Owner under the Development Agreement with respect to all or any portion of the Project Phase 2, City acknowledges that Buyer, Buyer's successors and assigns with respect to the Phase 1 Property, and the Phase 1 Property shall have no liability or responsibility therefor and no City remedies shall apply thereto.

5. City hereby certifies to CNMD, Seller, and Buyer that, as of the date of the City's execution of this Termination the Development Agreement referred to in Recital A has not been amended or modified either orally or in writing.

6. Seller and Buyer shall cooperate with one another in causing this Termination to be recorded against the Phase 1 Property in the Official Records of the County of Riverside, California, on the Effective Date.

7. If there is any dispute, action, lawsuit, or proceeding relating to this Termination, or any default hereunder, whether or not any action, lawsuit, or proceeding is commenced, the non-prevailing party shall reimburse the prevailing party for its attorneys' fees, expert witness fees, and all fees, costs, and expenses incurred in connection with such dispute, action, lawsuit, or proceeding, including, without limitation, any post-judgment fees, costs, or expenses incurred on any appeal, in collection of any judgment, or in appearing in any bankruptcy proceeding.

8. Each Party hereto covenants and agrees to perform all acts to prepare, execute, and deliver such written agreements, documents, instruments, statements, filings, and notices as may be reasonably necessary to carry out the terms and provisions of this Termination.

9. The individuals executing this Termination represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Termination.

10. This Termination may only be amended or modified by a written instrument signed by all of the Parties hereto.

11. This Termination shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective Parties hereto.

12. This Termination sets forth the entire understanding among the Parties hereto with respect to all matters discussed herein and supersedes any and all prior agreements whether written or oral regarding such matters. Should any term, condition, covenant, or provision of this Termination be held to be invalid or unenforceable, the remainder of this Termination shall continue in full force and effect.


13. This Termination may be executed in several counterparts and, when so executed, shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatory to the original and the same counterpart. A facsimile signature shall be deemed an original signature.

14. This Termination shall be effective as of the date that Buyer acquires fee title to the Phase 1 Property from Seller (the "Effective Date").

IN WITNESS WHEREOF, the Parties have duly executed this Termination as of the date first written above.

SELLER:

ARTISAN AT MAIN STREET METRO LP,
a California limited partnership

By:  Dennis
Name: Dennis Troesh
Title: *Manager of its General Partner*
DT Grati JAT GP LLC


BUYER:

ARTISAN CORONA APARTMENTS LLC,
a California limited liability company

By: _____
Name: W. Dean Weidner, as Trustee of the W.
Dean Weidner Living Trust Under Trust
Agreement Dated October 23, 1998, as
amended, its sole member

CNMD


CORONA NORTH MAIN
DEVELOPMENT, L.P.,
a California limited partnership

By: 
Name: Dennis Troesh
Title: *Manager of its General Partner*
DT Grati JAT GP LLC

CITY

CITY OF CORONA,
a California municipal corporation

By: 
Jason Scott
Mayor

ATTEST:
By: 
Lisa Mobley
City Clerk

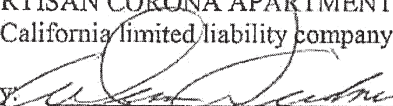
SELLER:

ARTISAN AT MAIN STREET METRO LP,
a California limited partnership

By: _____
Name:
Title:

BUYER:

ARTISAN CORONA APARTMENTS LLC,
a California limited liability company

By: 
Name: W. Dean Weidner, as Trustee of the W.
Dean Weidner Living Trust Under Trust
Agreement Dated October 23, 1998, as
amended, its sole member

CNMD

CORONA NORTH MAIN
DEVELOPMENT, L.P.,
a California limited partnership

By: _____
Name:
Title:

CITY

CITY OF CORONA,
a California municipal corporation

By: _____
Jason Scott
Mayor

ATTEST:

By: _____
Lisa Mobley
City Clerk

individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)

On 2/16/16, before me, Della J Rumsey
(insert name and title of the officer)
Dennis Troesh

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

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

WITNESS my hand and official seal.

Signature

Della Rumsey



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

State of California)

County of Riverside)

On 2/17/16, before me, Angela Marie Nieto
(insert name and title of the officer)
Josh Scott

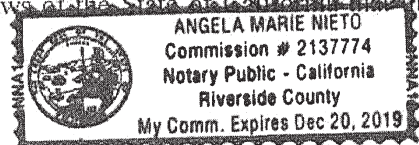
Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

Angela Marie Nieto



(Seal)

individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

State of ~~California~~ Washington)
County of ~~Riverside~~ King)

On February 23, 2016, before me, Linda A. Dammer,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Linda A. Dammer

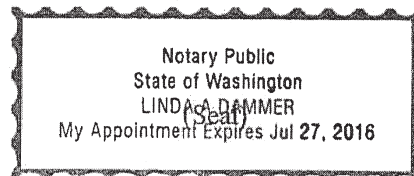


EXHIBIT A

PHASE 1 PROPERTY LEGAL DESCRIPTION

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

LOT 1 OF TRACT MAP NO. 35973, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 435, PAGE 20 TO 27, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 28, 2014 AS INSTRUMENT NO. 2014-0114349 OF OFFICIAL RECORDS.

APN: 119-261-013

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

DOC # 2013-0324864

07/05/2013 08:00A Fee:NC

Page 1 of 59

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



Exempt from recording fees - Government Code § 27383

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NCHGCC					T:		CTY	UNI	043

AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)



by and between the

CITY OF CORONA,
a California municipal corporation

and

CORONA NORTH MAIN DEVELOPMENT, LP,
a California limited partnership

CITY OF CORONA
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)

THIS AMENDED AND RESTATED STATUTORY DEVELOPMENT AGREEMENT (Corona North Main) ("**Agreement**") is dated as of May 1, 2013, for reference purposes only and is entered into by and between the CITY OF CORONA, a California municipal corporation ("**City**"), and CORONA NORTH MAIN DEVELOPMENT, LP, a California limited partnership ("**Owner**"), to become effective only upon the occurrence of the Effective Date (defined in Section 1.16), if at all. City and Owner enter into this Agreement with reference to the following recited facts:

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. City and Owner previously entered into that certain Statutory Development Agreement (Corona North Main) dated as of December 16, 2009, recorded in the official records of the County of Riverside, California on December 23, 2009, Document No. 2009-0659558, that certain First Amendment to Statutory Development Agreement (Corona North Main) dated as of June 15, 2011, recorded in the official records of the County of Riverside, California on August 29, 2011, Document No. 2011-0381655, and that certain Second Amendment to Statutory Development Agreement (Corona North Main) dated as of May 16, 2012, recorded in the official records of the County of Riverside, California on June 4, 2012, Document No. 2012-0255419 (collectively "**Original Agreement**").

C. The Original Agreement authorizes the planning of development and development of that certain real property owned in fee by Owner and 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;

D. City and Developer desire to amend and restate the Original Agreement with respect to the development of the Project on the Property and to extend the time for performance of certain obligations of Owner, as set forth in this Agreement.

E. Owner proposes to develop the Property as a mixed-use "transit oriented" development comprised of three (3) development phases containing multi-family residential units and office/retail buildings (collectively, referred to in this Agreement and more specifically defined in Section 1.37 as the "**Project**");

F. 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;

G. 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 Specific Plan (defined in Section 1.44), as applicable to the Property;

H. 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;

I. The City reviewed, considered and, on December 16, 2009, adopted a Mitigated Negative Declaration pursuant to CEQA (defined in Section 1.3) regarding Project Phase 1;

J. Planning for development and development of the Property in accordance with this Agreement will provide substantial benefits to City and further important policies and goals of City;

K. 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;

L. Owner 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; and

M. On April 8, 2013, the Planning Commission of the City, following a noticed public hearing, recommended adoption of this Agreement to the City Council.

NOW, THEREFORE, in consideration of the recitals of fact preceding this Agreement, the 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 Owner agree, as follows:

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 Amended and Restated Statutory Development Agreement (Corona North Main) between City and Owner dated as of May 1, 2013.

1.2 Annual Report. Defined in Section 6.1.

1.3 CEQA. The California Environmental Quality Act, Public Resources Code Sections 21000, *et seq.*, as may be amended from time to time.

1.4 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.

- 1.5 City. The City of Corona, a California municipal corporation.
- 1.6 City Community Development Director. The then current City Community Development Director or his or her designee or successor in function.
- 1.7 City Council. The City Council of the City.
- 1.8 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:
- 1.8.1 General Plan Amendments;
 - 1.8.2 Zone changes or variances;
 - 1.8.3 Tentative and final subdivision or parcel maps and lot line adjustments;
 - 1.8.4 Conditional use permits;
 - 1.8.5 Design review approvals;
 - 1.8.6 CEQA compliance documents;
 - 1.8.7 Specific plans and specific plan amendments;
 - 1.8.8 City Development Permits, as defined in Section 1.9; and
 - 1.8.9 Inspections.
- 1.9 City Development Permits. All demolition permits, grading permits or building permits required from City for the development of the Project on the Property.
- 1.10 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), 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.
- 1.11 County. The County of Riverside, California.
- 1.12 Default. Any Monetary Default or Non-Monetary Default.
- 1.13 Density Determination Date. Defined in Section 5.2.2(c).
- 1.14 Development Exaction. Any requirement of City in connection with or pursuant to any Land Use Regulation or City Development Approval for the dedication of land or the construction of public improvements or public facilities in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.15 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 interests.

1.16 Effective Date. The thirty-first (31st) day after the second reading of the City ordinance adopting and approving this Agreement, subject to Section 8.

1.17 Existing Development Approval. Any City Development Approval (including Development Exactions) or Non-City Approval approved or issued regarding development of the Project on the Property that is a matter of public record on the Effective Date.

1.18 Existing Development Impact Fees. Those certain Development Impact Fees specifically set forth in Exhibit "C" attached to this Agreement.

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

1.20 Existing Processing Fees. The fees specifically set forth in Exhibit "D" attached to this Agreement, plus any fees charged for reimbursement of attorney or consultant fees or costs at the then current rate (at the time such fee is paid), whether or not listed in Exhibit "D."

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

1.22 General Plan. Defined in Section 10.1.

1.23 Government. Any and 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.

1.24 Indemnify. Where this Agreement states that Owner shall "indemnify" City from, against or for a particular matter, that the Owner shall indemnify the City and defend and hold the City harmless from and against any and all loss, cost, claims, liability, penalties, judgments, damages, and other injury, detriment, or expense (including reasonable attorneys' fees, interest and penalties) that the City suffers or incurs: (a) from, as a result of, or on account of the particular matter; or (b) in enforcing the Owner's indemnity obligation.

1.25 Land Use Regulations. Any ordinance, resolution, code, rule, regulation or official policy of City or any other Government applicable to the development or use of land, 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:

1.25.1 the conduct of businesses, professions, or occupations;

1.25.2 taxes or assessments;

1.25.3 the control or abatement of nuisances;

1.25.4 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

1.25.5 the exercise of the power of eminent domain.

1.26 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.

1.27 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.

1.28 Monetary Default The failure of a Party to pay, provide evidence of or deposit any money, bond, surety or insurance, when and as this Agreement requires.

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

1.30 Non-Monetary Default A Party's failure to comply with any affirmative or negative covenant or obligation in this Agreement, other than a Monetary Default.

1.31 Notice Defined in Section 9.6.

1.32 Owner Corona North Main Development, LP, a California limited partnership, and its successors in interest to all or any part of the Property, subject to Sections 9.1 through 9.3.

1.33 Parties Collectively, City and Owner.

1.34 Party Individually, City or Owner, as applicable.

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

1.36 Processing Fee Any of the City's then current application, filing, plan check, or permit fees relating to City Development Approvals.

1.37 Project The planning, design and construction of those certain public and private improvements comprising Project Phase 1, Project Phase 2A, and Project Phase 2B, collectively.

1.38 Project Phase 1 That portion of the Project to be located on approximately 12.7 net acres north of Rincon Street (as depicted on Exhibit "B" attached to this Agreement) and consisting of approximately 404 multi-family residential units, a clubhouse, recreation areas, leasing offices and associated public improvements.

1.39 Project Phase 2A. That portion of the Project generally depicted on Exhibit "E" attached to this Agreement as "Phase 2A" consisting of multi-family residential units, clubhouse, recreation areas, office/retail buildings and associated public improvements.

1.40 Project Phase 2B. That portion of the Project generally depicted on Exhibit "E" attached to this Agreement as "Phase 2B" consisting of office/retail buildings, multi-family residential units, recreational areas and associated public improvements.

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

1.42 Public Improvements. Defined in Section 5.6.

1.43 Reservations of Authority. The rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under this Agreement, pursuant to Section 4.6.

1.44 Specific Plan. The "North Main Street Specific Plan (SP99-01)" of the City affecting the Property, as amended on or before the Effective Date.

1.45 State. The State of California.

1.46 Subsequent Development Approvals. Any and all City Development Approvals and Non-City Approvals required after the Effective Date in connection with the planning or development of the Project on the Property.

1.47 Subsequent Land Use Regulations. Any and all Land Use Regulations or any amendments to Existing Land Use Regulations becoming effective after the Effective Date.

1.48 Term. The time period beginning on the Effective Date and ending on the expiration or termination of this Agreement.

1.49 Transfer. With respect to any property, right or obligation means 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 owner of such property, right or obligation by the holders of such equity interest(s); (c) any transaction described in "(b)" of this Section 1.49 affecting any interest in such property, right or obligation or in any owner (or in any other direct or indirect owner 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 clauses "(b)" through "(d)" of this Section 1.49, shall be deemed a Transfer by the Owner, even though the Owner 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.

1.50 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 only in accordance with the terms and conditions of this Agreement.

3. **OWNER'S INTEREST IN PROPERTY.** Owner represents, covenants and warrants to City that, as of the Effective Date, Owner is the sole owner of fee title to the Property.

4. **PLANNING AND DEVELOPMENT OF THE PROPERTY.**

4.1 Rights to Develop Project Phase 1. If Owner obtains all demolition grading and building permits required to be issued by the City for construction of Project Phase 1, including payment of all Existing Development Impact Fees and all Existing Processing Fees in accordance with the Existing Land Use Regulations, on or before July 31, 2011 ("**Phase 1 Permit Deadline**"), subject to the terms and conditions of this Agreement, including the Reservations of Authority, Owner shall have a vested right to develop Project Phase 1 on the Property in accordance with all Existing Development Approvals, Existing Land Use Regulations, Existing Development Impact Fees and Existing Processing Fees, until October 31, 2013 ("**Phase 1 Vested Rights Expiration Date**"). Except as otherwise expressly provided in this Agreement and subject to the immediately preceding sentence, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed structures, requirements for reservation or dedication of land for public purposes, the phasing and timing of development, and the design, improvement and construction standards and specifications applicable to development of Project Phase 1 on the Property shall be those set forth in the Existing Development Approvals and the Existing Land Use Regulations. Also, Project Phase 1 shall be subject to any and all Subsequent Development Approvals required for the development of the Project and any and all Subsequent Land Use Regulations, pursuant to Section 4.5. If Owner fails to obtain all demolition, grading and building permits required to be issued by the City for construction of Project Phase 1, including payment of all Existing Development Impact Fees and all Existing Processing Fees, on or before the Phase 1 Permit Deadline, then this Agreement shall terminate on the Phase 1 Permit Deadline. Further, notwithstanding any provision of this Agreement to the contrary, if Owner fails to obtain final Certificates of Occupancy for all residential dwelling units to be constructed in Project Phase 1 on or before the Phase 1 Vested Rights Expiration Date, then this Agreement shall terminate on the Phase 1 Vested Rights Expiration Date. Notwithstanding any other provision of this Agreement to the contrary, the City Manager, in his or her sole and absolute discretion, may extend the Phase 1 Vested Rights Expiration Date for up to ninety (90) days, in the aggregate.

4.2 Planning of Project Phase 2A and Project Phase 2B.

4.2.1 *Planning of Project Phase 2A.* The Parties acknowledge and agree that this Agreement does not bind the Parties or the Property regarding development of Project Phase 2A on the Effective Date, as no City Development Approvals (including project-level CEQA review) for Project Phase 2A have been issued or approved by City as of the Effective Date. Notwithstanding the immediately preceding sentence, the Parties intend and Owner covenants to and for the exclusive benefit of the City, that Owner shall in good faith prepare and submit a comprehensive development application to the City to obtain all discretionary City Development Approvals (including project-level CEQA review) for Project Phase 2A on or before March 31, 2015 ("**Phase 2A Approval Deadline**"). City and Owner agree that any City Development Approvals issued for Project Phase 2A (if any) on or before the Phase 2A Approval Deadline shall be consistent with the Existing Land Use Regulations. Nothing in this Agreement is intended to limit the City's discretion regarding whether or not to issue or approve any discretionary City Development Approvals or Subsequent Development Approvals regarding Project Phase 2A nor require the City to approve Project Phase 2A or issue any discretionary City Development Approval or Subsequent Development Approval regarding Project Phase 2A. If Owner fails to obtain any discretionary City Development Approval or discretionary Non-City Approval required for construction of Project Phase 2A on the Property on or before the Phase 2A Approval Deadline, then this Agreement shall terminate as to Project Phase 2A on the earlier of: (a) the Phase 2A Approval Deadline; or (b) the date of final refusal of the City or other Government to issue any City Development Approval or Non-City Approval, respectively, required for construction of Project Phase 2A on the Property. If this Agreement terminates as to Project Phase 2A, then the "Project" shall consist solely of Project Phase 1.

4.2.2 *Planning of Project Phase 2B.* The Parties acknowledge and agree that this Agreement does not bind the Parties or the Property regarding development of Project Phase 2B on the Effective Date, as no City Development Approvals (including project-level CEQA review) for Project Phase 2B have been issued or approved by City as of the Effective Date. Notwithstanding the immediately preceding sentence, the Parties intend and Owner covenants to and for the exclusive benefit of the City, that Owner shall in good faith prepare and submit a comprehensive development application to the City to obtain all discretionary City Development Approvals (including project-level CEQA review) for Project Phase 2B on or before March 31, 2015 ("**Phase 2B Approval Deadline**"). City and Owner agree that any City Development Approvals issued for Project Phase 2B (if any) on or before the Phase 2B Approval Deadline shall be consistent with the Existing Land Use Regulations. Nothing in this Agreement is intended to limit the City's discretion regarding whether or not to issue or approve any discretionary City Development Approvals or Subsequent Development Approvals regarding Project Phase 2B nor require the City to approve Project Phase 2B or issue any discretionary City Development Approval or Subsequent Development Approval regarding Project Phase 2B. If Owner fails to obtain any discretionary City Development Approval or discretionary Non-City Approval required for construction of Project Phase 2B on the Property on or before the Phase 2B Approval Deadline, then this Agreement shall terminate as to Project Phase 2B on the earlier of: (a) the Phase 2B Approval Deadline; or (b) the date of final refusal of the City or other Government to issue any City Development Approval or Non-City Approval, respectively, required for construction of Project Phase 2B on the Property. If this Agreement terminates as to Project Phase 2B, then the "Project" shall consist solely of Project Phase 1 and Project Phase 2A.

4.3 Rights to Develop Project Phase 2A and Project Phase 2B.

4.3.1 *Rights to Develop Project Phase 2A.* Subject to termination of this Agreement pursuant to Section 4.1 or Section 4.2, if Owner obtains all City Development Approvals and Non-City Approvals required for construction of Project Phase 2A on the Property, including all demolition, grading and building permits required to be issued by City for construction of Project Phase 2A and payment of all Existing Development Impact Fees and all Existing Processing Fees in accordance with the Existing Land Use Regulations, on or before May 30, 2016 ("**Phase 2A Permit Deadline**"), subject to the terms and conditions of this Agreement, including the Reservations of Authority, Owner shall have a vested right to develop Project Phase 2A on the Property in accordance with the City Development Approvals issued for Project Phase 2A, Existing Development Impact Fees and Existing Processing Fees until December 31, 2021 ("**Phase 2A Vested Rights Expiration Date**"). Owner expressly understands and acknowledges that the City Development Permits required for construction of Project Phase 2A on the Property may be subject to expiration and/or renewal by Owner and in the event that any City Development Permits expire, Owner understands and acknowledges that new City Development Permits will be required, which shall be subject to the Processing Fees and the regulations described in Section 4.6 that are in effect at the time the new City Development Permits are issued. If Owner obtains a vested right to develop Project Phase 2A on the Property in accordance with all City Development Approvals issued for Project Phase 2A, Existing Development Impact Fees and Existing Processing Fees until the Phase 2A Vested Rights Expiration Date, pursuant to the immediately preceding sentence, then this Agreement shall terminate on the Phase 2A Vested Rights Expiration Date and, except as otherwise expressly provided in this Agreement, the permitted uses of the portion of the Property on which Project Phase 2A is planned, the density and intensity of use, the maximum height and size of proposed structures, requirements for reservation or dedication of land for public purposes, the phasing and timing of development, and the design, improvement and construction standards and specifications applicable to development of the Project Phase 2A on the Property shall be those set forth in the City Development Approvals issued for Project Phase 2A and the Existing Land Use Regulations. Also, except as otherwise expressly set forth in this Agreement, Project Phase 2A shall be subject to any and all Subsequent Development Approvals required for the development of the Project any and all Subsequent Land Use Regulations pursuant to Section 4.5.

4.3.2 *Rights to Develop Project Phase 2B.* Subject to termination of this Agreement pursuant to Section 4.1 or Section 4.2, if Owner obtains all City Development Approvals and Non-City Approvals required for construction of Project Phase 2B on the Property, including all demolition, grading and building permits required to be issued by City for construction of Project Phase 2B and payment of all Existing Development Impact Fees and all Existing Processing Fees in accordance with the Existing Land Use Regulations, on or before January 2, 2024 ("**Phase 2B Permit Deadline**"), subject to the terms and conditions of this Agreement, including the Reservations of Authority, Owner shall have a vested right to develop Project Phase 2B on the Property in accordance with the City Development Approvals issued for Project Phase 2B, Existing Development Impact Fees and Existing Processing Fees until June 1, 2028 ("**Phase 2B Vested Rights Expiration Date**"). Owner expressly understands and acknowledges that the City Development Permits required for construction of Project Phase 2B on the Property may be subject to expiration and/or renewal by Owner and in the event that any

City Development Permits expire, Owner understands and acknowledges that new City Development Permits will be required, which shall be subject to the Processing Fees and the regulations described in Section 4.6 that are in effect at the time the new City Development Permits are issued. If Owner obtains a vested right to develop Project Phase 2B on the Property in accordance with all City Development Approvals issued for Project Phase 2B, Existing Development Impact Fees and Existing Processing Fees until the Phase 2B Vested Rights Expiration Date, pursuant to the immediately preceding sentence, then this Agreement shall terminate on the Phase 2B Vested Rights Expiration Date and, except as otherwise expressly provided in this Agreement, the permitted uses of the portion of the Property on which Project Phase 2B is planned, the density and intensity of use, the maximum height and size of proposed structures, requirements for reservation or dedication of land for public purposes, the phasing and timing of development, and the design, improvement and construction standards and specifications applicable to development of the Project Phase 2B on the Property shall be those set forth in the City Development Approvals issued for Project Phase 2B and the Existing Land Use Regulations. Also, except as otherwise expressly set forth in this Agreement, Project Phase 2B shall be subject to any and all Subsequent Development Approvals required for the development of the Project any and all Subsequent Land Use Regulations pursuant to Section 4.5.

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 Owner shall have the right to develop the Project on the Property in such order, at such rate and at such times as Owner deems appropriate, within the exercise of Owner's subjective business judgment, subject only to the other terms and conditions of this Agreement, the Existing Development Approvals, the Existing Land Use Regulations and any and all Subsequent Development Approvals or Subsequent Land Use Regulations.

4.5 Subsequent Development Approvals and Subsequent Land Use Regulations. The Parties acknowledge that development of the Project on the Property may require Subsequent Development Approvals. In granting, conditioning or denying any Subsequent Development Approval for the Project or enacting any Subsequent Land Use Regulation, City reserves, retains and may exercise the discretion afforded to City by law regarding any such matter. Nothing in this Agreement is intended to limit, restrict or abrogate any such discretion of the City. All applications for Subsequent Development Approvals shall be processed by City in the manner required by law. If approved, any Subsequent Development Approval shall be automatically incorporated into this Agreement upon adoption and may be further changed, from time to time, as provided in this Section 4.5. Nothing in this Agreement shall prevent City, in acting on any Subsequent Development Approval, from applying Subsequent Land Use Regulations, except with respect to Existing Development Impact Fees or Existing Processing Fees. Further, nothing in this Agreement shall prevent City from denying or conditionally approving any Subsequent Development Approvals on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Existing Development Approvals or the Existing Land Use Regulations, all subject to the Reservations of Authority. Unless otherwise required

by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall not require an amendment to this Agreement, provided such change does not:

- 4.5.1 Alter the permitted uses of the Property;
- 4.5.2 Increase the density or intensity of use permitted on the Property;
- 4.5.3 Increase the maximum height or size of permitted structures on the Property; or
- 4.5.4 Delete or reduce a requirement for the reservation or dedication of land for public purposes within the Property.

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

4.6.1 Regulations imposing any fee regarding processing applications for City Development Approvals or monitoring compliance with any City Development Approvals granted or issued regarding development of the Project on the Property that do not increase any of the Existing Processing Fees, except as otherwise provided in Exhibit "C," Section 5.2.2, Section 5.2.3 or Section 5.2.4;

4.6.2 Regulations imposing fees required in connection with the issuance of building permits that do not increase any of the Existing Development Impact Fees or the Existing Processing Fees, except as otherwise provided in Exhibit "C," Section 5.2.2, Section 5.2.3 or Section 5.2.4;

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

4.6.4 Regulations governing construction standards and specifications including, without limitation, 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;

4.6.5 Regulations that are in conflict with the Existing Development 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

4.6.6 Regulations that are in conflict with the Existing Development Approvals or the Existing Land Use Regulation, if Owner has consented in writing to the application of such regulations to the development of the Project on the Property.

4.7 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.

4.8 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.

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

5. PUBLIC BENEFITS.

5.1 Statement of Intent. The Parties acknowledge and agree that this Agreement confers substantial private benefits on Owner 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 Owner under this Agreement by providing for the public needs that would not otherwise be obtained without this Agreement.

5.2 Development Fees.

5.2.1 Existing Fees. The Existing Development Impact Fees and Existing Processing Fees shall be paid or satisfied by the Owner for the Project. The Owner shall not be subject to any increases in the Existing Development Impact Fees or the Existing Processing Fees following the Effective Date with regards to the Project, except as otherwise provided in Exhibit "C," Section 5.2.2, Section 5.2.3 or Section 5.2.4. Owner shall at all times have the right to pay the then current Development Impact Fees or Processing Fees applicable to the Project, if such then current Development Impact Fees or Processing Fees exceed the Existing Development Impact Fees or the Existing Processing Fees, respectively, and Owner determines that payment of such fees is in Owner's best interests, but any such payment shall not result in or be the basis for any change in the rights or obligations of the Parties under this Agreement.

5.2.2 Residential Density Adjustment to Development Fees.

(a) It is the intent and expectation of the Parties that, as of the Density Determination Date (defined in sub-section "(c)" below), the Project Residential Density (defined below) shall be at least thirty-six (36) dwelling units per acre. "**Project Residential Density**" means and refers to the density of residential dwelling units determined based on the total acreage of the Property actually developed with new residential dwelling units that have received a Certificate of Occupancy and are located on portions of the Property that are zoned

“Urban Density Residential” or “Mixed Use” pursuant to the Existing Land Use Regulations. Based on the Parties’ expectations regarding the Project Residential Density, the City will charge the Owner the City’s sewer connection fee for the residential uses planned within the Project based upon the sewer generation rate currently applicable to the City’s “Urban Density Residential” zoning designation, which is 160 gallons per day per dwelling unit (gpd/du). The sewer connection fee shall be equal to the dollar amount determined by multiplying the applicable sewer generation rate by the number of dwelling units and then multiplying that amount by the then current sewer connection fee.

(b) Notwithstanding the provisions of Section 5.2.1 or any other provision of this Agreement to the contrary, the Owner shall additionally be required to pay to the City the difference between the sewer connection fee paid by Owner regarding the residential uses within the Project and the City’s sewer connection fee in effect as of the Density Determination Date and applicable to the Project Residential Density as of the Density Determination Date (such amount being the “**Sewer Fee Differential**”), if as of the Density Determination Date either: (1) the City has not issued final Certificates of Occupancy for all of the residential dwelling units planned to be constructed in the Project; or (2) the Project Residential Density is less than thirty-six (36) dwelling units per acre. The City shall determine the Project Residential Density and send Notice to the Owner of any Sewer Fee Differential owing from the Owner to the City pursuant to this Section 5.2.2, including the basis for calculation of such Sewer Fee Differential, within thirty (30) days following the Density Determination Date. The Owner shall pay to the City any Sewer Fee Differential owing from the Owner to the City pursuant to this Section 5.2.2 within thirty (30) days following Notice from the City to the Owner that such Sewer Fee Differential is owed and the basis for calculation of such Sewer Fee Differential. Nothing in this Agreement shall prevent or limit the City from or in applying the City’s regular sewer generation rates in determining the applicable sewer connection fee for non-residential uses within the Project.

(c) “**Density Determination Date**” means the earliest to occur of the following:

(i) the Phase 1 Vested Rights Expiration Date, if Owner does not obtain all discretionary City Development Approvals (including project-level CEQA review) for Project Phase 2A on or before the Phase 2A Approval Deadline;

(ii) the Phase 2A Permit Deadline, if Owner does not obtain all City Development Approvals and Non-City Approvals required for construction of Project Phase 2A on the Property, including all demolition, grading and building permits required to be issued by City for construction of Project Phase 2A and payment of all Existing Development Impact Fees and all Existing Processing Fees in accordance with the Existing Land Use Regulations, on or before the Phase 2A Permit Deadline;

(iii) the Phase 2A Vested Rights Expiration Date, if Owner does not obtain all discretionary City Development Approvals (including project-level CEQA review) for Project Phase 2B on or before the Phase 2B Approval Deadline;

(iv) the Phase 2B Permit Deadline, if Owner does not obtain all City Development Approvals and Non-City Approvals required for construction of Project Phase 2B on the Property, including all demolition, grading and building permits required to be issued by City for construction of Project Phase 2B and payment of all Existing Development Impact Fees and all Existing Processing Fees in accordance with the Existing Land Use Regulations, on or before the Phase 2B Permit Deadline; or

(v) the Phase 2B Vested Rights Expiration Date.

(d) On or before December 1, 2011, the Owner shall deliver to the City a Payment Security (defined below) with liability in the amount of, at least, \$182,931.20. Prior to the earlier of obtaining a building permit for Project Phase 2A or the occurrence of the Phase 2A Permit Deadline Owner shall deliver to City a Payment Security with liability in the amount of, at least, \$135,840.00. Prior to the earlier of obtaining a building permit for Project Phase 2B or the Phase 2B Permit Deadline regarding Phase 2B, Owner shall deliver to City a Payment Security with liability in the amount of, at least, \$63,844.80. **"Payment Security"** means a payment bond reasonably acceptable to the City issued by a surety company admitted to do business in the State by the State Department of Insurance with a minimum financial strength rating of "A" and a minimum long-term issuer credit rating of "a" from A.M. Best Company, which payment bond binds the issuer to pay the City up to the maximum liability amount of the bond towards the Owner's liability to the City for any Sewer Fee Differential, if the Owner does not timely pay such amount to the City in accordance with this Agreement or a cash deposit with the City as security to the City for the Owner's liability to the City for any Sewer Fee Differential, if the Owner does not timely pay such amount to the City in accordance with this Agreement. The amount of each and every Payment Security required by this Section 5.2.2 may be increased or decreased by the City through Notice to the Owner based upon changes to the actual number of building permits in each phase of the Project or based upon the actual sewer connection fee in effect at the time of issuance of each building permit regarding the Project. Each and every Payment Security required by this Section 5.2.2 shall remain in full force and effect until the earlier of: (1) the date that is twelve (12) months following the Density Determination Date; or (2) December 31, 2029. The City shall release any and all Payment Security provided to the City by the Owner pursuant to this Section 5.2.2 after the Density Determination Date and within thirty (30) days following the earlier of: (i) City's receipt of payment from Owner of any Sewer Fee Differential becoming due to the City pursuant to this Agreement; or (ii) City's determination that the Project Residential Density is at least thirty-six (36) dwelling units per acre.

5.2.3 *Permitted Development Fee Increases.* Notwithstanding anything to the contrary in this Agreement, the City may impose on the Project new Development Impact Fees (new, different fees, but not increases in the Existing Development Impact Fees), regarding the Project. Notwithstanding any provision of this Agreement to the contrary, the City may increase the Existing Development Impact Fees imposed for water or sewer facilities or other fees imposed by the City with respect to water or sewer facilities and services, including the fees imposed pursuant to Chapters 13.12 or 13.14 of the Corona Municipal Code (collectively, **"Water and Sewer Fees"**).

5.2.4 *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 or increasing Development Impact Fees, nor as limiting the authority of the City to collect such new or increased 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**”).

5.2.5 *Time of Payment.* Except as may be expressly set forth in this Agreement to the contrary, all Development Impact Fees, Processing Fees and Water and Sewer 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.

5.2.6 *Pre-Purchase of Sewer Capacity.* Owner may pre-purchase sewer capacity for the Project at the City’s sewer connection fee rate existing as of May 1, 2013 (\$11.32/gpd) at any time before the City Council of the City raises the applicable sewer connection fees. To the extent that Owner does not pre-purchase any or enough sewer capacity for the Project pursuant to this Section 5.2.6, Owner will be required to purchase additional required sewer capacity for the Project at the time and in the manner required by the Land Use Regulations and at the City’s sewer connection fee rate existing at the time that Owner actually purchases such sewer capacity. Nothing in this Agreement is intended to be an agreement, representation, warranty or guaranty by the City that any sewer capacity pre-purchased by Owner for the Project or the sewer capacity estimates set forth in Exhibit “F” attached to this Agreement will be sufficient for the Project’s use or satisfy any sewer capacity requirements of the Land Use Regulations regarding the Project, at any time. If within sixty (60) days following the Density Determination Date, Owner demonstrates to the reasonable satisfaction of the City that Owner pre-purchased more sewer capacity than is required for the Project pursuant to the Land Use Regulations, determined as of the Density Determination Date, then City agrees to repurchase any unassigned sewer capacity pre-purchased by Owner for the Project pursuant to this Section 5.2.6 at the sewer connection fee rate actually paid by Owner to City to pre-purchase such sewer capacity. Notwithstanding the foregoing provisions of this Section 5.2.6 or any other provision of this Agreement to the contrary, Owner shall only have the option to pre-purchase sewer capacity for the Project up to 110% of the amounts of sewer capacity currently estimated to be required for the Project, as shown in Exhibit “F.”

5.3 Reserved.

5.4 Owner Contribution Towards Community Improvements. As a condition precedent to any City obligation to issue any building permit for the Project, Owner shall, within one (1) year of the Effective Date, pay to City the amount of One Hundred Thousand Dollars (\$100,000) in immediately available funds for the City to use for community improvements. Owner shall have no authority or control over the location, design, planning or construction of the community improvements by virtue of this Agreement or Owner’s contribution towards the

cost of design, planning or construction of such community improvements, all of which shall be undertaken in the sole and absolute discretion of the City.

5.5 Provision of Real Property Interests for Public Improvements. In any instance where Owner is required to construct any Public Improvement on land not owned by Owner, Owner shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such Public Improvement, including, but not limited to, the rights under California Civil Code Sections 1001 and 1002, to acquire any of the real property interests necessary for construction of the Public Improvement. If Owner is unable to acquire the real property interests necessary for construction of the Public Improvements and upon Owner's provision of adequate security for costs City may reasonably incur, City shall attempt to negotiate the purchase of the necessary real property interests to allow Owner to construct the Public Improvement, as required by this Agreement. If necessary, in accordance with the procedures established by law, the City may consider using its power of eminent domain to acquire any such required real property interest. Owner shall pay all costs associated with acquisition or condemnation proceedings regarding any such real property interest, if initiated by City. This Section 5.5 is not intended by the Parties to impose upon Owner an enforceable duty to acquire land or construct any Public Improvement on land not owned by Owner or a commitment on behalf of the City to exercise its power of eminent domain to acquire any such real property interest. If City, for whatever reason, is unable to acquire any such required real property interest, Owner and City shall negotiate in good faith for an equivalent type and amount of consideration to be provided by Owner to City under this Agreement.

5.6 Construction and Installation of Public Improvements. Owner shall construct and install all public improvements associated with the Project (collectively, "**Public Improvements**") at Owner's sole cost and expense, in accordance with the Existing Development Approvals and Existing Land Use Regulations and any and all Subsequent Development Approvals and applicable Subsequent Land Use Regulations.

5.7 Application of California Government Code Section 66462.5. The provisions of California Government Code Section 66462.5 shall not apply to any of the Public Improvements. Owner hereby waives, to the maximum extent allowed by law, any benefits accruing to Owner pursuant to California Government Code Section 66462.5 and all other statutes and judicial decisions of similar effect.

5.7.1 OWNER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

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.

5.7.2 BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS THAT ARE THE SUBJECT OF THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.7:



Initials of Authorized
Representative of Owner

6. COMPLIANCE REVIEW.

6.1 Periodic Review. The City Community Development Director shall review this Agreement on or before each anniversary of the Effective Date to ascertain Owner's compliance with the terms and conditions of this Agreement. Owner shall submit an annual monitoring report (each, an "Annual Report") to the City, in a form provided by or reasonably acceptable to the City Community Development Director, on or before each anniversary of the Effective Date or on or before each March 31 during the pendency of this Agreement, whichever is earlier.

6.2 Special Review. The City Council may order a special review of Owner's compliance with this Agreement, at any time. The City Community Development Director shall conduct any such special review and report the results of any such special review to the City Council.

6.3 Procedure.

6.3.1 During either a periodic review or a special review, Owner 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 Owner's compliance with all of the terms and conditions of this Agreement shall be on Owner. City shall provide Owner with, at least, ten (10) days prior Notice of the date, time and location of the meeting at which the City Council will review the results of a periodic review or a special review. Any such meeting may be continued by the City Council, from time to time.

6.3.2 Upon completion of a periodic review or a special review, the City Community Development Director shall submit a report to the City Council setting forth the evidence concerning compliance or non-compliance by Owner with the terms and conditions of this Agreement.

6.3.3 If the City Council finds, on the basis of substantial evidence, that Owner has complied with all of the terms and conditions of this Agreement, the periodic review or special review shall be concluded.

6.3.4 If the City Council makes a preliminary determination that Owner is in Default under this Agreement, the City Council may proceed to determine whether to modify or terminate this Agreement, pursuant to Section 6.4.

6.4 Proceedings Upon Modification or Termination. If, upon a preliminary determination that the Owner is in Default under this Agreement, the City Council determines to

proceed with modification or termination of this Agreement, City shall give Notice to Owner 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:

6.4.1 The time and place of the hearing;

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

6.4.3 Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination of this Agreement, Owner shall be given an opportunity to be heard. Owner 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 Owner's compliance with all of the terms and conditions of this Agreement shall be on Owner. If the City Council finds, based upon substantial evidence, that Owner 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 Owner 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.

6.6 Compliance Certificate. If, at the conclusion of a periodic review or a special review, Owner is found to be in compliance with all of the terms and conditions of this Agreement, the City Community Development Director shall, upon receipt of Notice from Owner requesting such certificate, issue a certificate to Owner stating that, after the most recent periodic review or special review, based upon the information known or made known to the City Community Development Director and City Council that: (1) this Agreement is in effect; and (2) Owner is not in Default under this Agreement ("Compliance Certificate"). Each Compliance Certificate shall state whether the Compliance Certificate is issued after a periodic review or a special review and shall state the anticipated date of commencement of the next periodic review. City shall not be bound by a Compliance Certificate, if a Default existed at the time of the periodic review or special review to which the Compliance Certificate relates, but was concealed from or otherwise not known to the City Community Development Director or City Council.

7. REMEDIES.

7.1 Limitation of Owner's Remedies. THE CITY AND THE OWNER EACH ACKNOWLEDGE AND AGREE THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE OWNER 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; (C) MANDAMUS REGARDING ANY ACTION TAKEN BY CITY PURSUANT TO SECTION 6.4; OR (C)

DAMAGES IN THE AMOUNT REIMBURSABLE BY CITY TO OWNER PURSUANT TO SECTION 5.3 REGARDING ANY DEFAULT ARISING FROM CITY'S FAILURE TO REIMBURSE OWNER PURSUANT TO SECTION 5.3 (COLLECTIVELY, "OWNER REMEDIES"). ACCORDINGLY, THE CITY AND THE OWNER AGREE THAT THE OWNER REMEDIES SHALL BE THE OWNER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY THE CITY. THE OWNER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES BASED UPON A DEFAULT BY THE CITY UNDER THIS AGREEMENT OTHER THAN THE OWNER REMEDIES.

7.2 Statement of Intent. IT IS THE INTENTION OF THE OWNER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN SECTION 7.1, AND THE OWNER 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 7.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE OWNER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

7.3 Release.

7.3.1 EXCEPT FOR THE OWNER REMEDIES, OWNER, 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.

7.3.2 WITHOUT LIMITING THE GENERALITY OF ANYTHING IN SECTION 7.3.1, WITH RESPECT TO THE WAIVERS RELEASES AND LIMITATIONS ON REMEDIES CONTAINED IN SECTIONS 7.1 THROUGH 7.3, OWNER, 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.

7.3.3 IN ADDITION TO WAIVING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, OWNER 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 7.1 THROUGH 7.3.



Initials of Authorized
Owner Representative

7.4 Limitation of City's Remedies. THE CITY AND THE OWNER EACH ACKNOWLEDGE AND AGREE THAT THE OWNER 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 THE OWNER, OTHER THAN: (A) DAMAGES IN THE AMOUNT PAYABLE BY THE OWNER PURSUANT TO SECTION 5.3 REGARDING ANY DEFAULT ARISING FROM OWNER'S FAILURE TO PAY SUCH AMOUNT; (B) DAMAGES ARISING FROM ANY FAILURE OF OWNER TO PERFORM ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT; (C) TERMINATION OF THIS AGREEMENT BY CITY PURSUANT TO SECTION 6 OR SECTION 13.3 OR ANY OTHER PROVISION OF THIS AGREEMENT; (D) SPECIFIC PERFORMANCE OF THIS AGREEMENT; OR (E) INJUNCTIVE RELIEF (COLLECTIVELY, "**CITY REMEDIES**"). ACCORDINGLY, THE CITY AND THE OWNER AGREE THAT THE CITY REMEDIES SHALL BE THE CITY'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOLLOWING A DEFAULT UNDER THIS AGREEMENT BY THE OWNER. THE CITY WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES BASED UPON A DEFAULT BY THE OWNER UNDER THIS AGREEMENT OTHER THAN THE CITY REMEDIES.

7.5 Statement of Intent. IT IS THE INTENTION OF THE CITY TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN SECTION 7.4, AND THE CITY HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE OWNER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY DEFAULT UNDER THIS AGREEMENT BY OWNER, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 7.4, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE CITY AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

7.6 Release.

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

7.6.2 WITHOUT LIMITING THE GENERALITY OF ANYTHING IN SECTION 7.6.1, WITH RESPECT TO THE WAIVERS RELEASES AND LIMITATIONS ON REMEDIES CONTAINED IN SECTIONS 7.4 THROUGH 7.6, CITY 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.

7.6.3 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 7.4 THROUGH 7.6.

Initials of Authorized
City Representative

8. TERMINATION.

8.1 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:

8.1.1 Termination of this Agreement pursuant to Section 4.1 (termination as to entire Project), Section 4.2.1 (termination as to Project Phase 2A and/or Project Phase 2B), Section 4.3, Section 6 or any other provision of this Agreement;

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

8.1.3 The adoption of a referendum measure, pursuant to California Government Code Section 65867.5, overriding or repealing the City ordinance approving this Agreement;

8.1.4 Completion of the Project, in accordance with all of the terms and conditions of this Agreement, as evidenced by City issuance of final Certificates of Occupancy for all residential dwelling units planned to be constructed in the Project and all commercial buildings planned to be constructed in the Project;

8.2 Effect of Expiration or Termination. Termination of this Agreement pursuant to this Section 8 or any other provision of this Agreement shall not constitute expiration or termination of any of the Existing Development Approvals regarding development of the Project on the Property or any Subsequent Development 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.

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

9.1 Right to Transfer Property. Owner 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 Map Act) to any Person during the Term, subject to the following conditions precedent:

9.1.1 Owner 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), pursuant to which the Transferee expressly and unconditionally assumes all of the following described obligations of Owner under this Agreement relating to the Conveyance Property upon the effective date of such Transfer:

(a) all obligations of Owner under this Agreement that specifically relate to or are to be performed by the Owner 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 Owner and the Transferee and reasonably approved by the City) of the obligations of Owner 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.

9.2 Non-Conforming Transfers. Any Transfer not made in strict compliance with Section 9.1 shall be of no force or effect and shall be a Default by Owner under this Agreement. Owner agrees that the restrictions on Transfers set forth in this Section 9 are reasonable.

9.3 Release of Transferring Owner. Upon City's written approval of an assumption agreement, pursuant to Section 9.1, in connection with any Transfer of fee title to any and all Conveyance Property, the transferring Owner 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:

9.3.1 Owner no longer has a legal or equitable interest in all or any part of the Conveyance Property.

9.3.2 Owner is not then in Default under this Agreement.

9.3.3 The Transferee provides City with security equivalent to any security previously provided by Owner (if any) to secure performance of Owner'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 the

transferring Owner (if any), unless and until the Transferee provides City with equivalent security.

9.4 Subsequent Transfers. Each subsequent Transfer shall be made only in accordance with and subject to the terms and conditions of this Section 9. 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.

9.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled, in whole or in part, by: (a) written consent of all of the Parties; (b) in any other manner provided for in this Agreement; or (c) as provided in Government Code Section 65868. This Section 9.5 shall not limit any remedy of City or Owner provided by this Agreement for a Default of the other.

9.6 Notices.

9.6.1 As used in this Agreement, "Notice" includes, but is not limited to, any Notice, request, demand, approval, consent, waiver or other communication required or permitted pursuant to the terms of this Agreement.

9.6.2 All Notices shall be in writing and addressed to City or Owner (and their designated copy recipients) at the addresses set forth in Section 9.6.3. 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 9.6.3. 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 9.6. 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.

9.6.3 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
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If to Owner: Corona North Main Development, LP
c/o Watermarke Properties
211 W. Rincon St. #108
Corona, CA 92880
Attn: Jeff Troesh, Owner

With a copy to: Clayson, Mann, Yaeger & Hansen
601 S. Main Street
Corona, CA 92882
Attn: David R. Saunders, Esq.

10. THIRD PARTY LITIGATION.

10.1 General Plan Litigation. City has determined that this Agreement and the Existing Development Approvals issued by City are consistent with the City's "Comprehensive General Plan" ("**General Plan**"). Owner has reviewed the General Plan and concurs with City's determination. City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Project on the Property, as contemplated by the Existing Development Approvals, as a result of a judicial determination that, on the Effective Date, or at any time thereafter, the General Plan or any portion of the General Plan is invalid, inadequate or not in compliance with law.

10.2 Owner Covenant to Defend this Agreement. Owner acknowledges that City is a "public entity" or a "public agency," as defined under applicable State 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 entity, City's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. Owner assumes the risk of delays and damages that may result to Owner from any third-party legal actions related to City's approval of this Agreement 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 or referendum petition regarding City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, such legal action or referendum shall be considered a Claim against City to which Owner's indemnity obligations under Section 11 apply. Nothing contained in this Section 10.2 shall be deemed or construed to be an express or implied admission that City may be liable to Owner or any other Person for damages or other relief alleged from any alleged or established failure of City to comply with any statute, including, without limitation, CEQA. The Parties agree that in the event of the filing of a third-party legal action or third-party initiated referendum petition regarding City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, Owner shall have the right to terminate this Agreement, subject to Owner's continuing obligation to Indemnify the City pursuant to Section 11, which shall survive any such termination of this Agreement. City agrees to reasonably cooperate with Owner in the defense of any such third-party litigation and to promptly notify Owner of the commencement of any such litigation.

10.3 Survival. The provisions of Sections 10.1 and 10.2 shall survive the expiration or termination of this Agreement.

11. **INDEMNIFICATION.**

11.1 Owner Indemnity Obligations. Owner shall Indemnify the City against any Claim to the extent such Claim arises from any wrongful intentional act or negligence of the Owner. Owner shall also Indemnify the City against any and all of the following: (a) any application made by or at Owner's request related to any Development Approval for the Project; or (b) any agreements that Owner (or anyone claiming by or through Owner) makes with a third-party regarding the Property or the Project; or (c) as provided in Section 10.2.

11.2 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Owner 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.

11.3 Indemnification Procedures. Wherever this Agreement requires Owner to Indemnify City:

11.3.1 **Prompt Notice**. The City shall promptly provide Notice to the Owner of any Claim.

11.3.2 **Selection of Counsel**. Owner shall select counsel reasonably acceptable to City. Counsel to Owner's insurance carrier that is responding to such Claim shall be deemed satisfactory, except in the event of an actual or potential conflict of interest for such counsel regarding the representation of Owner or City or where such counsel proves to be incompetent regarding the representation. Even though Owner shall defend the action, City may engage separate counsel to advise it regarding the Claim and its defense, at City's expense, unless Owner has made a reservation of rights with respect to the indemnity, in which case Owner shall be responsible for the Legal Costs of the separate counsel directly related to the matter. Such counsel may attend all proceedings and meetings. Owner's counsel shall actively consult with City's counsel.

11.3.3 **Settlement**. The Owner 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 the Owner on behalf of City admits any liability.

11.4 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 regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of the Owner or the City have been determined. 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 City be entitled to obtain summary adjudication or summary judgment regarding Owner's duty to defend City at

any stage of any Claim or suit within the scope of the Owner's indemnity obligations under this Agreement.

12. LENDER PROTECTION.

12.1 No Financing Limitations. The Parties agree that this Agreement, including Section 9, shall not prevent or limit Owner, in any manner, in Owner'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.

12.2 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.

12.3 Notice to Lenders. If City receives a request from a Lender requesting a copy of any Notice of Default given to Owner 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 Owner, whichever is later. A Lender shall have the right, but not the obligation, to cure a Default of Owner during the cure period allowed to Owner under this Agreement, if any.

12.4 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 Owner'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 Owner is a condition precedent to the performance of a covenant by City, the performance of such Owner 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.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation of Agreement. This Agreement and 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, within the period required by Section 65868.5 of the Government Code. Owner authorizes the recording of all such documents against the Property, whether preceding, during or after the Term.

13.2 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.

13.3 Warranty Against Payment of Consideration for Agreement. Owner represents and warrants to the City that: (a) Owner 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 Owner 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 Owner or any of Owner'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 13.3 shall entitle the City to terminate this Agreement upon seven (7) days Notice to Owner. Upon any such termination of this Agreement, Owner shall immediately refund any payments made to or on behalf of Owner 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.

13.4 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.

13.5 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.

13.6 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.

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

13.8 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.

13.9 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.

13.10 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).

13.11 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 Owner and each successor in interest to Owner, during its ownership of the Property or any portion of the Property.

13.12 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.

13.13 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 Owner is that of a government entity regulating the development of private property and the owner of such property.

13.14 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.

13.15 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.

13.16 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.

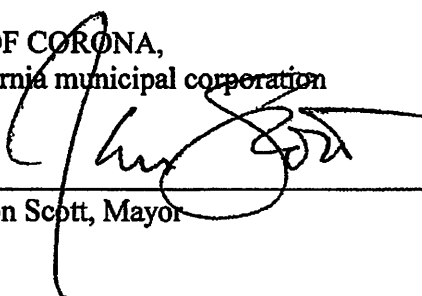
[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)**

The Parties sign this Agreement by and through the signatures of their respective authorized representatives set forth as follows:

CITY:

CITY OF CORONA,
a California municipal corporation

By: 
Jason Scott, Mayor

OWNER:

CORONA NORTH MAIN DEVELOPMENT,
LP, a California limited partnership

By: Watermarke Properties, Inc., a
California corporation, its general
partner

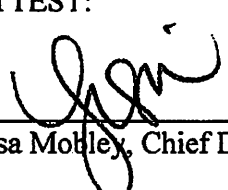
By: 

Title: President

By: _____

Title: _____

ATTEST:



Lisa Motley, Chief Deputy City Clerk

APPROVED AS TO LEGAL FORM:

By: 

Dean Derleth, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 4/03/2013 before me, Kathleen M Shaw, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeff Troesh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kathleen M Shaw
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)

Property Legal Description

[Attached behind this cover page]

Exhibit "A"

November 16, 2009
\$56.01.09

EXHIBIT A
LEGAL DESCRIPTION
PHASE I

ALL THAT CERTAIN REAL PROPERTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1A:

PARCEL 2 AS SHOWN BY MAP ON FILE IN BOOK 35, PAGE 22 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 1B:

PARCEL 4 OF PARCEL MAP 20470, AS SHOWN BY MAP ON FILE IN BOOK 131, PAGES 64 THROUGH 67, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 1C:

BEING A PORTION OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, PARCEL 2060-1, AS SHOWN ON RIGHT OF WAY MAP, DRAWING NUMBER 2-158, ON FILE AT SAID DISTRICT'S OFFICE, A COPY OF WHICH WAS ATTACHED TO THE DEED RECORDED JUNE 6, 1990 AS INSTRUMENT NO. 208717, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID PARCEL 2060-1 LYING EASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF RINCON STREET AS SHOWN ON PARCEL MAP RECORDED IN BOOK 131, PAGE 66 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2A:

THAT PORTION OF LOT 16 IN BLOCK 99 OF AUBURNDALE COLONY AND TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING NORTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 16 AT A POINT LOCATED 622.33 FEET NORTH 36° 29' WEST OF THE MOST EASTERLY CORNER OF LOT 17 IN SAID BLOCK 99, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO LOUIS M. DELATORRE, ET UX, BY DEED RECORDED JUNE 16, 1967 AS INSTRUMENT NO. 52156, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID PARCEL TO THE MOST WESTERLY CORNER THEREOF, BEING A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PORTION CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, BY DEED RECORDED AUGUST 22, 1955, IN BOOK 1783, PAGE 557, AS INSTRUMENT NO. 54631, OFFICIAL RECORDS.

EXCEPT THE NORTHEASTERLY 300.01 FEET THEREOF

PARCEL 2B:

THE NORTHEASTERLY 300.00 FEET OF THAT PORTION OF LOT 16 IN BLOCK 99 OF AUBURNDALE COLONY AND TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING NORTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 16 AT A POINT LOCATED 622.33 FEET NORTH 36° 29' WEST OF THE MOST EASTERLY CORNER OF LOT 17 IN SAID BLOCK 99, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO LOUIS M. DELATORRE, ET UX, BY DEED RECORDED JUNE 16, 1967 AS INSTRUMENT NO. 52156, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID PARCEL TO THE MOST WESTERLY CORNER THEREOF, BEING A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PORTION CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, BY DEED RECORDED AUGUST 22, 1955 IN BOOK 1783, PAGE 567, AS INSTRUMENT NO. 54631, OFFICIAL RECORDS.

PARCEL 2C:

THAT PORTION OF LOT 16 IN BLOCK 99 OF AUBURNDALE COLONY AND TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT, 572.33 FEET NORTH 36° 29' WEST OF THE MOST EASTERLY CORNER OF LOT 17, IN SAID BLOCK 99, BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED TO LOUIS M. DELATORRE, ET UX, RECORDED MARCH 2, 1966 AS INSTRUMENT NO. 22225, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID PARCEL TO THE MOST WESTERLY CORNER THEREOF, BEING A POINT ON THE NORTHERLY LINE OF THAT PORTION DESCRIBED IN DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, RECORDED AUGUST 22, 1955 IN BOOK 1783, PAGE 567, AS INSTRUMENT NO. 54631, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE, TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 50.00 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID DELATORRE PARCEL HEREINABOVE REFERRED TO; THENCE NORTHEASTERLY ON SAID PARALLEL LINE TO THE NORTHEAST LINE OF SAID LOT, BEING A POINT IN THE SOUTHWESTERLY LINE OF RIVER STREET; THENCE SOUTHEASTERLY 50.00 FEET ON SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2D:

THE SOUTHEASTERLY 50.00 FEET, MEASURED ON THE NORTHERLY LINE OF THAT PORTION OF LOTS 15 AND 16 IN BLOCK 99 OF AUBURNDALE COLONY AND

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TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 16, AT A POINT 522.33 FEET NORTH 36° 29' WEST OF THE MOST EASTERLY CORNER OF LOT 17, IN SAID BLOCK 99, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO LOUIS M. DELATORRE, ET UX, BY DEED RECORDED MARCH 27, 1964 IN BOOK 3704, PAGE 434, AS INSTRUMENT NO. 64973, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID PARCEL TO THE MOST WESTERLY CORNER THEREOF, BEING A POINT ON THE NORTHERLY LINE OF THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, BY DEED RECORDED AUGUST 22, 1955 IN BOOK 1783, PAGE 567, AS INSTRUMENT NO. 54631, OFFICIAL RECORDS; THENCE WESTERLY ON THE NORTHERLY LINE OF SAID PARCEL CONVEYED TO RIVERSIDE COUNTY TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 16; THENCE NORTHEASTERLY ON SAID NORTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID LOT 15; THENCE NORTHWESTERLY 170.00 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 15 TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. FISHER, ET AL, BY DEED RECORDED MARCH 8, 1960 IN BOOK 2650, PAGE 574, AS INSTRUMENT NO. 20802, OFFICIAL RECORDS; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE NORTHEASTERLY LINE OF SAID LOT, BEING A POINT ON THE SOUTHWESTERLY LINE OF RIVER STREET; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2E:

THAT PORTION OF LOT 16 IN BLOCK 99 OF AUBURNDALE COLONY AND TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT, 422.33 FEET NORTH 36° 29' WEST OF THE MOST EASTERLY CORNER OF LOT 17, IN SAID BLOCK 99; SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO CLAUDE E. ZEHNDER, ET UX, BY DEED RECORDED JANUARY 10, 1963 IN BOOK 3299, PAGE 4, AS INSTRUMENT NO. 3300, OFFICIAL RECORDS; THENCE SOUTH 53° 19' WEST (RECORDED 53° 31' WEST) 221.82 FEET ON THE NORTHWESTERLY LINE OF SAID PARCEL TO THE MOST WESTERLY CORNER THEREOF, BEING A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED AUGUST 22, 1955 IN BOOK 1783, PAGE 567, AS INSTRUMENT NO. 54631, OFFICIAL RECORDS; THENCE WESTERLY ON SAID NORTHERLY LINE BEING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 540.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID ZEHNDER PARCEL AND 100.00 FEET MEASURED AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE; THENCE NORTH 53° 19' EAST ON SAID PARALLEL LINE TO THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTH

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36° 29' EAST, 100.00 FEET ON SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 17 IN BLOCK 99 OF AUBURNDALE COLONY AND TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 20 AND 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 17; THENCE NORTH 36° 29' WEST, 272.33 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOHN R. BRUTON AND MILDRED C. BRUTON, HIS WIFE, BY DEED FILED FOR RECORD MARCH 6, 1946 AS INSTRUMENT NO. 778, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 31' WEST, 73.65 FEET; THENCE SOUTH 35° 23' EAST, 118.26 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, BY DEED FILED FOR RECORD AUGUST 22, 1955 AS INSTRUMENT NO. 54631; THENCE WESTERLY IN THE NORTHERLY LINE OF SAID PARCEL SO CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CLYDE N. STARK AND NELLIE STARK, HUSBAND AND WIFE BY DEED FILED FOR RECORD OCTOBER 27, 1958 AS INSTRUMENT NO. 77142; THENCE NORTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL SO CONVEYED TO CLYDE N. STARK, ET UX, TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 36° 29' EAST, 70.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

November 15, 2009
856.01.09

**EXHIBIT A
LEGAL DESCRIPTION
PHASE 2**

ALL THAT CERTAIN REAL PROPERTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1A:

PARCELS 1 AND 2 OF PARCEL MAP, 16405, AS SHOWN BY MAP ON FILE IN BOOK 82, PAGES 85 AND 86 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

PARCEL 1B:

PARCEL B OF LOT LINE ADJUSTMENT NO. 01-696 RECORDED MARCH 2, 2001 AS INSTRUMENT NO. 2001-84611 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

ALL OF PARCEL 3 OF PARCEL MAP NO. 16405 AS SHOWN BY MAP ON FILE IN BOOK 82 PAGES 85 AND 86 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPT THAT PORTION OF SAID PARCEL 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 75°20'34" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 3 A DISTANCE OF 50.44 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET, 50.00 FEET WIDE (HALF-WIDTH) ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 75°20'34" WEST A DISTANCE OF 100.88 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 07°04'50" WEST A DISTANCE OF 19.67 FEET; THENCE SOUTH 82°55'10" EAST, A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE NORTH 07°04'50" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PARCEL 1 AND 2, AS SHOWN BY PARCEL MAP, ON FILE IN BOOK 4, PAGE(S) 90, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

PARCEL "A" AS SHOWN ON EXHIBIT "B" ATTACHED TO LOT LINE ADJUSTMENT LLA#01-696 RECORDED MARCH 2, 2001 AS INSTRUMENT NO. 084611, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

November 16, 2009
856.01.09

THAT PORTION OF LOT 27 OF BLOCK 100 OF AUBURNDALE COLONY TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

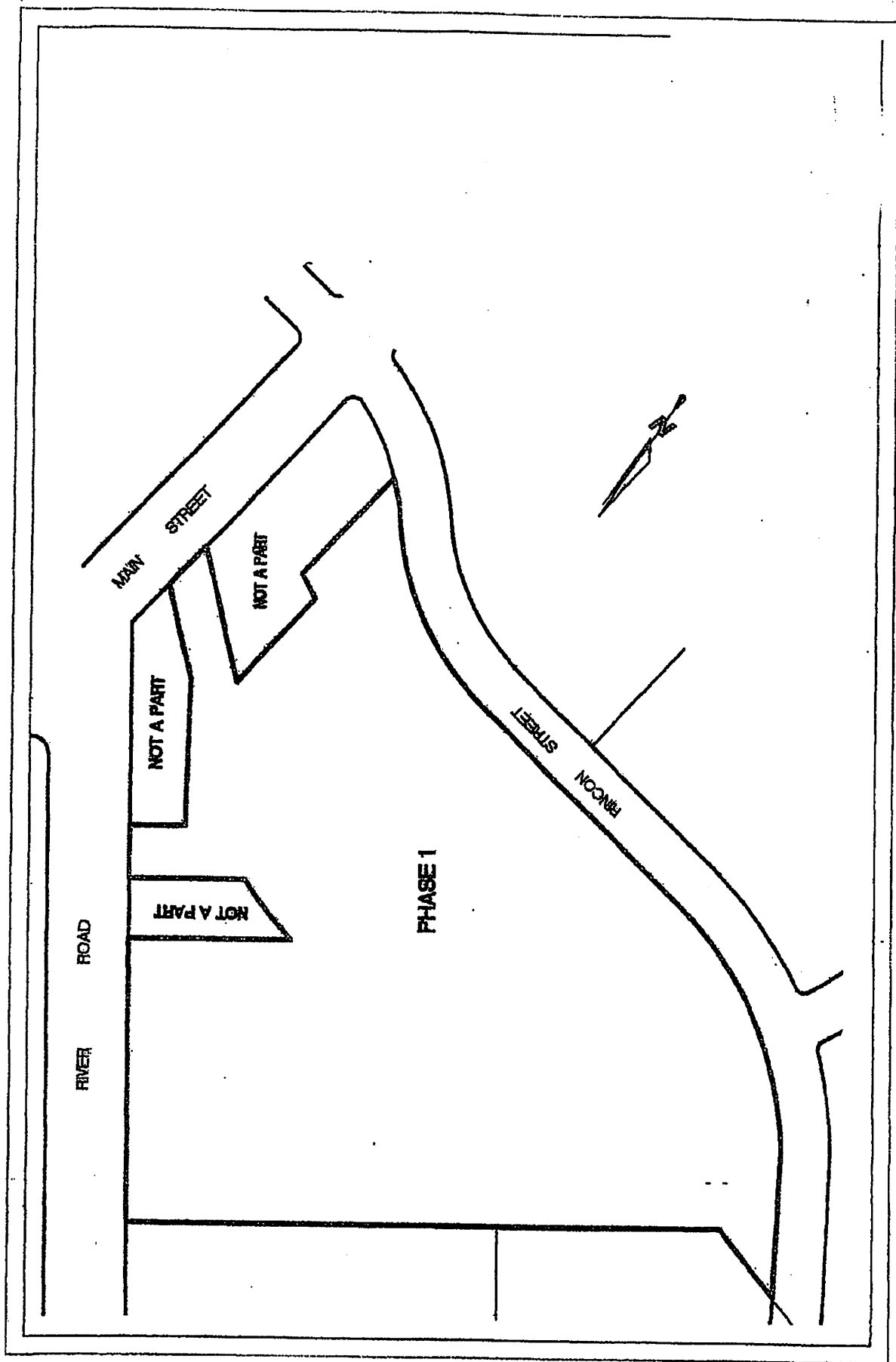
BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, A DISTANCE OF 765.00 FEET NORTH $07^{\circ} 04' 50''$ EAST OF THE SOUTHEAST CORNER OF LOT 1, IN BLOCK 102, SHOWN ON SAID MAP, BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO ANTHONY R. MANGANQ, ET AL, RECORDED AUGUST 7, 1962 AS INSTRUMENT NO. 74020 IN BOOK 3196, PAGE 416 OF OFFICIAL RECORDS; THENCE CONTINUING NORTH $07^{\circ} 04' 50''$ EAST 45.00 FEET ON SAID WESTERLY LINE OF MAIN STREET; THENCE $82^{\circ} 55' 10''$ WEST 100.00 FEET, AS RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH $07^{\circ} 04' 50''$ WEST, PARALLEL WITH SAID WESTERLY LINE A DISTANCE OF 51.37 FEET; THENCE $82^{\circ} 55' 10''$ EAST A DISTANCE OF 100.00 FEET, THENCE NORTH $07^{\circ} 04' 50''$ EAST, A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)

Property Depiction

[Attached behind this cover page]

Exhibit "B"



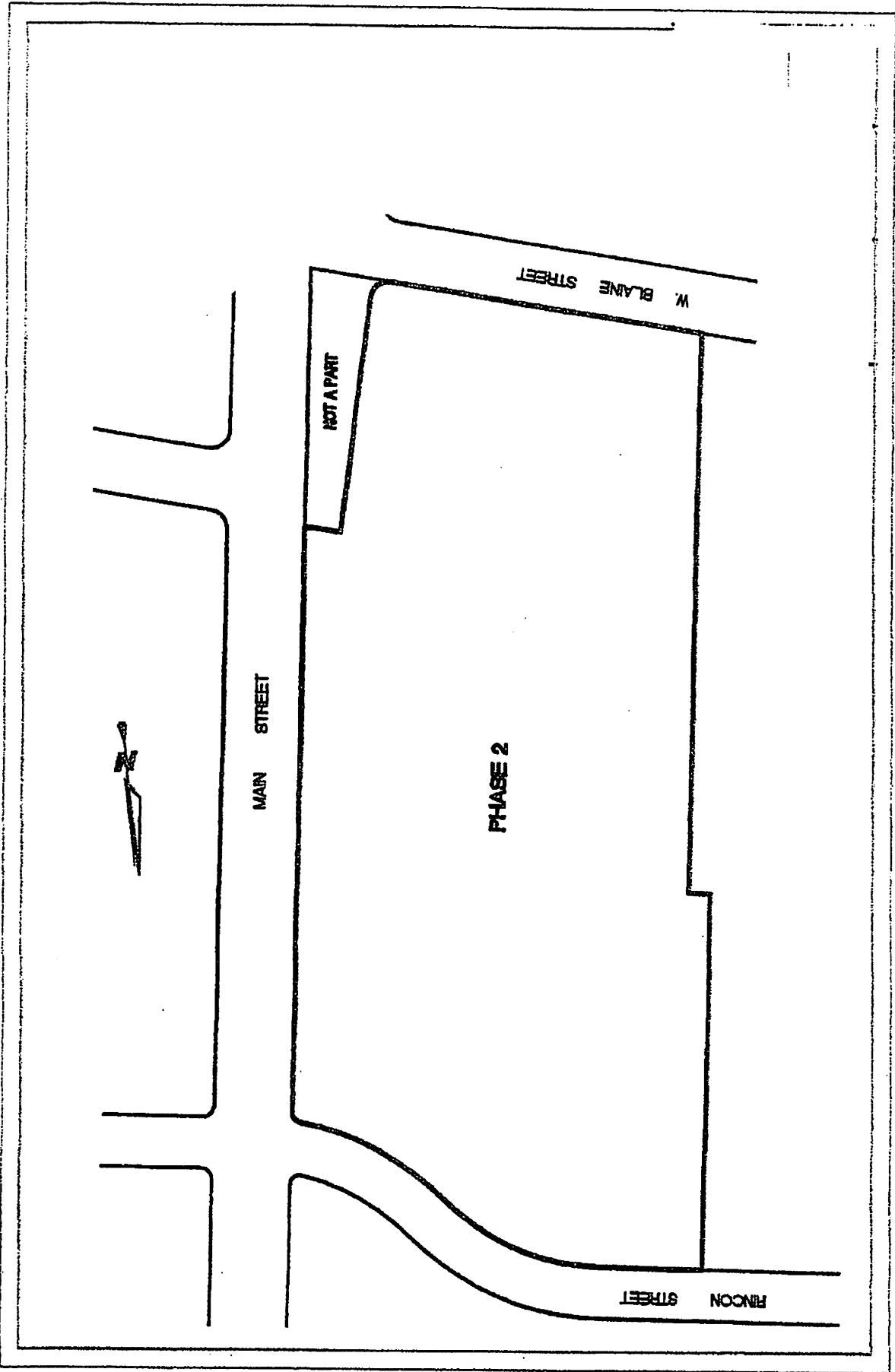


EXHIBIT "C"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)

Existing Development Impact Fees

[Attached behind this cover page]

City of Corona Development Impact Fees

Infrastructure Category / Area	Time of Collection	Multi-Family	Commercial	
			Retail	Office
Proposed Fee Unit		Per D.U.	Per Sq. Ft.	Per Sq. Ft.
Street and Signal Commercial/Industrial: Per square foot of total building area. Citywide	Building Permit	\$1,942.80 ¹	\$1.188	\$0.57
Drainage Commercial/Industrial: Per square foot of building footprint. Citywide	Subdivision Map	\$181.80	\$0.264	\$0.264
Law Enforcement Commercial/Industrial: Per square foot of total building area. Citywide, excluding Temescal Valley	Building Permit	\$219.60	\$0.108	\$0.108
Fire Protection Facilities Commercial/Industrial: Per square foot of total building area. Citywide, excluding Temescal Valley	Building Permit	\$279.60	\$0.096	\$0.096
Library Expansion Facilities Citywide	Building Permit	\$207.60	\$0.00	\$0.00
Public Meeting Facilities Citywide	Building Permit	\$130.80 ²	\$0.00	\$0.00
Aquatic Center Facilities Citywide	Building Permit	\$81.00 ²	\$0.00	\$0.00
Parkland and Open Space Commercial/Industrial: Per square foot of building footprint. Citywide	Building Permit	\$5,354.40 ²	\$0.054	\$0.054

¹ Multi-Family Residential classification for City's street and signal impact fee is based upon the City's landuse designation.

² Residential developments with densities greater than 8 D.U. per acre are considered Multi-Family.



EXHIBIT "D"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)
Existing Processing Fees

[Attached behind this cover page]

EXISTING PROCESSING FEES

DEVELOPMENT RELATED FEES

BUILDING SERVICES

BL-30	BUILDING AND OTHER INSPECTION	PERMIT	
	Building Inspection for: Residential Commercial/Industrial valuations \$0 to \$1,000,000 Commercial/Industrial valuations \$1,000,001 to 1,250,000 Commercial/Industrial valuations \$1,250,001 to 1,500,000 Commercial/Industrial valuations \$1,500,001 to 1,750,000 Commercial/Industrial valuations over \$1,750,001 Minimum		90% of Table 1-A of 1994 UBC 100% of Table 1-A of 1994 UBC 125% of Incremental Amount of Table 1-A of 1994 UBC 150% of Incremental Amount of Table 1-A of 1994 UBC 175% of Incremental Amount of Table 1-A of 1994 UBC 200% of Incremental Amount of Table 1-A of 1994 UBC 50.00
	Electrical Inspection Residential Commercial Minimum Mechanical Inspection Residential Commercial Minimum Plumbing Inspection: Residential Commercial Minimum Other Inspection Minimum		535% of Ord 1901 580% of Ord 1901 50.00 582% of Table 1-A of 1994 UMC 630% of Table 1-A of 1994 UMC 60.00 154% of Table 1-A of 1994 UPC 185% of Table 1-A of 1994 UPC 60.00 90% of Table 1-A of 1994 UBC 60.00
BL-20	BUILDING PLAN CHECKING/NON-REPETITIVE Minimum Third Party Plan Review	PLAN	60% of Table 1-A of 1994 UBC 60.00 65% of Table 1-A of 1997 UBC
BL-25	BUILDING PLAN CHECKING/REPETITIVE Minimum Third Party Plan Review	PLAN	47% of Table 1-A of 1994 UBC 60.00 55% of Table 1-A of 1997 UBC
BL-30	BUILDING OCCUPANCY INSPECTION Plus if a model home, commercial, or industrial	INSPECTION	585.00 20.00
BL-35	TENANT OCCUPANCY INSPECTION	INSPECTION	550.00
BL-130	LANDSCAPE PLAN CHECK Minimum	PLAN	160% of Table 1-A of 1994 UBC 60.00

PUBLIC WORKS SERVICES

PW-45	MINOR PLAN CHECK REVISION	SHEET	625.00
PW-70	HOMEOWNER ASSOC DOCUMENT REVIEW Initial review	REQUEST	1,460.00
PW-80	DRAINAGE STUDY REVIEW STUDY		3,085.00
PW-100	EROSION CONTROL PLAN CHECK 10 Acres or less 10 Acres to 50 Acres Plus per sheet scanning fee	PLAN	780.00 1,595.00 20.00
PW-120	TRACT MAP PLAN CHECK Base fee Plus per lot Plus per sheet scanning fee Plus digitized map fee if disk not provided	MAP	4,675.00 27.00 20.00 310.00
PW-180	GRADING INSPECTION 0 - 5000 C.Y. Over 5,000 C.Y. Plus each 1,000 C.Y.	PERMIT	2,555.00 2,555.00 21.00

PW-188	GRADING PLAN CHECK Single Buildings (May include Commercial, Industrial, and Single-Family Residential over limits as stated above) All Others: 1 - 5,000 C.Y. 5,000 - 15,000 C.Y. More than 15,000 C.Y. Plus per 1,000 C.Y. Plus per sheet scanning fee	PLAN	\$3,850.00 5,855.00 8,245.00 6,245.00 5.00 20.00
PW-190	PUBLIC IMPROVEMENT PLAN CHECK Minimum 1st \$20,000 of estimated construction cost \$20,000 to \$100,000 \$100,000 to \$500,000 Over \$500,000 Plus per sheet scanning fee Plus per lot digitization fee if disk not provided	PLAN	750.00 5.0% of Valuation 3.5% of Valuation 2.5% of Valuation 1.0% of Valuation 20.00 13.00
PW-250	QUITCLAIM REVIEW	APPLICATION	1,040.00
PW-270	STOCKPILE/BORROW SITE PERMIT	PERMIT	1,440.00
PW-320	TRAFFIC STUDY REVIEW Site-specific projects	STUDY	1,875.00
PW-380	STOCKPILE PLAN CHECK Plus per sheet scanning fee	PLAN	805.00 20.00
PW-370	LANDSCAPE & IRRIGATION PLAN REVIEW (LMD) Plus per sheet scanning fee	PLAN	2,320.00 20.00
PW-430	EASEMENT PROCESSING	EASEMENT	870.00
PW-470	CFD/LMD ANNEXATION Per application	APPLICATION	1,810.00
PW-480	WATER QUALITY MANAGEMENT PLAN REVIEW	PLAN	2,185.00
PW-490	WATER QUALITY MANAGEMENT SITE INSPECTION	PERMIT	285.00

NON-DEVELOPMENT RELATED FEES

FR-110	SPECIAL FIRE EQUIP INSPECTION/APPROVAL	REQUEST	225.00
FR-60	Special Fire Permit Inspection		160.00

OTHER DEVELOPMENT RELATED FEES

DEMOLITION PERMITS	50.00
PROPERTY DEVELOPMENT TAX	860.00
DEFERRED SUBMITTAL - ROOF TRUSSES	122.00

NOTE:

Any processing fees or pass-through fees to pay for attorney costs, consultant costs, legal advertising costs etc. will be charged to the Developer at the then current rate charged to the City.

BUILDING VALUATION DATA

OCCUPANCY and TYPE	COST per SQ FT	OCCUPANCY and TYPE	COST per SQ FT	OCCUPANCY and TYPE	COST per SQ FT	OCCUPANCY and TYPE	COST per SQ FT
1. APARTMENT HOUSES:		7. DWELLINGS:		14. LIBRARIES:		20. RESTAURANTS:	
Type IA or IB.....	\$87.00	Type V - Masonry.....	74.20	Type IA or IB.....	114.10	Type IIIA.....	85.50
Type IIIA & IIIB.....	71.00	Type VB-Room Addt.....	70.40	Type IIA.....	83.50	Type IIIB.....	82.30
Type V Masonry.....	71.00	Type VB Wood Fram.....	66.00	Type IIB.....	78.40	Type VA.....	87.50
Type VA.....	83.10	Type VB - Lofts.....	33.00	Type IIIA.....	88.20	Type VB.....	84.00
Type VB.....	62.60	Basements:-		Type IIIB.....	83.80		
Type IA or IB- U/G Basement.....	36.70	Semi-finished.....	49.70	Type VA.....	82.80		
		Unfinished.....	14.30	Type VB.....	78.40		
2. AUDITORIUMS:		8. FIRE STATIONS:		15. MEDICAL OFFICES:		21. SCHOOLS:	
Type IA or IB.....	102.80	Type IA or IB.....	112.20	Type IA or IB.....	117.20	Type IA or IB.....	109.00
Type IIA.....	74.40	Type IIA.....	73.80	Type IIA.....	80.40	Type IIA.....	74.40
Type IIB.....	70.40	Type IIB.....	69.60	Type IIB.....	85.80	Type IIIB.....	79.60
Type IIIA.....	78.20	Type IIIA.....	60.80	Type IIIA.....	95.20	Type IIIA.....	76.80
Type IIIB.....	74.20	Type IIIB.....	77.40	Type IIIB.....	91.30	Type VA.....	74.60
Type VA.....	74.80	Type VA.....	75.80	Type VA.....	88.40	Type VB.....	71.20
Type VB.....	69.80	Type VB.....	71.90	Type VB.....	85.30		
3. BANKS:		9. HOMES for the ELDERLY:		16. OFFICES:		22. SERVICE STATIONS:	
Type IA or IB.....	145.20	Type IA or IB.....	101.70	Type IA or IB.....	104.70	Type IIB.....	65.90
Type IIA.....	107.00	Type IIA.....	82.60	Type IIA.....	70.10	Type IIIA.....	68.70
Type IIB.....	103.50	Type IIB.....	79.00	Type IIB.....	66.80	Type VA.....	58.50
Type IIIA.....	118.10	Type IIIA.....	86.00	Type IIIA.....	75.70	Canopies.....	27.50
Type IIIB.....	113.80	Type IIIB.....	82.50	Type IIIB.....	72.40		
Type VA.....	107.00	Type VA.....	83.10	Type VA.....	70.90		
Type VB.....	102.50	Type VB.....	80.20	Type VB.....	66.60		
4. BOWLING ALLEYS:		10. HOSPITALS:		17. PRIVATE GARAGES:		23. STORES:	
Type IIA.....	50.00	Type IA or IB.....	160.00	Wood frame.....	23.80	Type IA or IB.....	80.80
Type IIB.....	46.70	Type IIIA.....	132.50	Masonry.....	28.90	Type IIA.....	49.40
Type IIIA.....	54.40	Type VA.....	126.40	Open carports.....	16.30	Type IIB.....	48.30
Type IIIB.....	50.90					Type IIIA.....	60.10
Type VA.....	36.70					Type IIIB.....	56.40
5. CHURCHES		11. HOTELS and MOTELS:		18. PUBLIC BUILDINGS:		Type VA.....	60.60
Type IA or IB.....	97.30	Type IA or IB.....	99.00	Type IA or IB.....	121.00	Type VB.....	46.80
Type IIA.....	73.00	Type IIA.....	85.80	Type IIA.....	88.00		
Type IIB.....	69.40	Type IIIB.....	81.80	Type IIB.....	83.70		
Type IIIA.....	79.40	Type VA.....	74.70	Type IIIA.....	101.80		
Type IIIB.....	75.80	Type VB.....	73.20	Type IIB.....	98.20		
Type VA.....	74.20			Type VA.....	83.10		
Type VB.....	69.80			Type VB.....	69.80		
6. CONVALESCENT HOSP:		12. INDUSTRIAL PLANTS:		19. PUBLIC GARAGES:			
Type IA or IB.....	136.50	Type IA or IB.....	55.80	Type IA or IB.....	48.00		
Type IIA.....	94.70	Type IIA.....	38.80	Type IIA or Open.....	36.00		
Type IIIA.....	97.10	Type IIB.....	35.70	Type IIB.....	27.50		
Type VA.....	91.50	Type IIIA.....	42.80	Type IIIA.....	36.30		
		Type IIIB.....	40.30	Type IIIB.....	32.30		
		Type VA.....	40.30	Type VA.....	33.00		
		Type VB.....	36.80				
		13. JAILS:					
		Type IA or IB.....	156.00				
		Type IIIA.....	142.70				
		Type VA.....	107.00				

Revised May 01, 2008

TENANT IMPROVEMENT 1 st FL.....	25.00 SQ FT
TENANT IMPROVEMENT 2 nd FL.....	30.00 SQ FT
REROOF.....	2.50 SQ FT
OVERHEAD SPRINKLERS.....	2.60 SQ FT
POOLS/SPAS.....	35.00 SQ FT
ROOM ADDITION.....	70.40 SQ FT
PATIO COVER.....	8.00 SQ FT
BALCONY/DECK.....	10.00 SQ FT
CONCRETE FLATWORK.....	2.00 SQ FT
ASPHALT PAVING.....	1.75 SQ FT
GARDEN WALL.....	4.00 SQ FT
RETAINING WALL.....	8.00 SQ FT
WOOD/CHAIN LINK FENCE.....	1.00 SQ FT
WROUGHT IRON FENCE.....	4.00 SQ FT
* Less guarantee deposit per agreement	

SATELLITE DISH.....	20.00
BUILDING OCCUPANCY INSP.....	585.00
(Model, Com, Ind. Add \$20.00)	
TENANT OCCUPANCY INSP.....	550.00
DEMOLITION.....	50.00
POST FIRE BUILDING INSP.....	905.00
SPECIAL INSPECTION.....	65.41/hr (2 hr min.)
RE-INSPECTION.....	65.41
DIGITAL REPRODUCTIONS:	
8 1/2" X 11" SHEETS.....	0.60 ea
LARGER.....	\$3.25 ea
XEROX COPIES, 1 st free.....	0.60 ea additional
*TEMPORARY UTILITY BOND.....	795.00
*TEMP. CERT. OF OCCUPANCY.....	1915.00

BUILDING PERMIT FEE CALCULATION TABLE FOR INDUSTRIAL & COMMERCIAL BUILDINGS

1994 U.B.C.
And
CITY RESOLUTION NO. 2007-37

TOTAL VALUATION	CALCULATION TABLE "A"
\$1,00 to \$500	\$60.00 MINIMUM PLAN CHECK AND PERMIT FEE
\$501 to \$2,000	\$60.00 MINIMUM PLAN CHECK AND PERMIT FEE.
\$2,001 to \$25,000	\$62.25 FOR THE FIRST \$2,000.00 PLUS \$12.50 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$25,000.00.
\$25,001 to \$50,000	\$349.75 FOR THE FIRST \$25,000.00 PLUS \$9.00 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$50,000.00.
\$50,001 to \$100,000	\$574.75 FOR THE FIRST \$50,000.00 PLUS \$6.25 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$100,000.00.
\$100,001 to \$500,000	\$887.25 FOR THE FIRST \$100,000.00 PLUS \$5.00 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$500,000.00.
\$500,001 to \$1,000,000	\$2,887.25 FOR THE FIRST \$500,000.00 PLUS \$4.25 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$1,000,000.00.
\$1,000,000 and up	\$5,012.25 FOR THE FIRST \$1,000,000.00 PLUS \$2.75 OR EACH ADDITIONAL \$1000 OR FRACTION THEREOF.*

OTHER INFORMATION:

TO CALCULATE THE FEE'S USE THE FOLLOWING PERCENTAGES

1. PERMIT FEE = 100% OF TABLE "A" (MINIMUM \$60.00) UP TO 1,000,000
 = 125% OF TABLE "A" FOR 1,000,001 TO 1,250,000*
 = 150% OF TABLE "A" FOR 1,250,001 TO 1,500,000*
 = 175% OF TABLE "A" FOR 1,500,001 TO 1,750,000*
 = 200% OF TABLE "A" FOR OVER 1,750,001*
2. PLAN CHECK FEE = 60% OF TABLE "A" (MINIMUM \$60.00)
3. REPETITIVE P/C = 47% OF TABLE "A" (MINIMUM \$60.00)
4. STATE FEES = \$.10 PER \$1,000.00 VALUATION RESIDENTIAL.
 = \$.21 PER \$1,000.00 VALUATION NON-RESIDENTIAL.
5. MICROFILM FEE = \$0.096 FOR 8 1/2" X 11" OR \$0.67 FOR LARGER PER SHEET

NOTE: THIS FORM IS FOR ESTIMATION USE ONLY!
 ACTUAL FEES SHALL BE DETERMINED BY THE BUILDING DEPARTMENT

OUTSIDE PLAN CHECK SERVICES

The City of Corona Building Department has contracted the services of outside plan check consultants to facilitate the needs of our customers. When instructed to use the services of our consultants the fees will be calculated using the UBC 1997 Table 1A with a split between the City and the consultant. This will also require the applicant to provide (2) checks for plan check payment. If advance notification of the plan check fees is required please contact a Permit Technician at (951) 736-2250 for assistance.

**BUILDING PERMIT
FEE CALCULATION TABLE FOR RESIDENTIAL DWELLINGS
1994 U.B.C.
And
CITY RESOLUTION NO. 2007-37**

TOTAL VALUATION	CALCULATION TABLE "A" 1,2
\$1.00 to \$500	\$60.00 MINIMUM PLAN CHECK AND PERMIT FEE
\$501 to \$2,000	\$60.00 MINIMUM PLAN CHECK AND PERMIT FEE.
\$2,001 to \$25,000	\$62.25 FOR THE FIRST \$2,000.00 PLUS \$12.50 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$25,000.000.
\$25,001 to \$50,000	\$349.75 FOR THE FIRST \$25,000.00 PLUS \$9.00 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$50,000.000.
\$50,001 to \$100,000	\$574.75 FOR THE FIRST \$50,000.00 PLUS \$6.25 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$100,000.000.
\$100,001 to \$500,000	\$887.25 FOR THE FIRST \$100,000.00 PLUS \$5.00 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$500,000.000.
\$500,001 to \$1,000,000	\$2,887.25 FOR THE FIRST \$500,000.00 PLUS \$4.25 FOR EACH ADDITIONAL \$1000 OR FRACTION THEREOF, UP TO AND INCLUDING \$1,000,000.000.
\$1,000,000 and up	\$5,012.25 FOR THE FIRST \$1,000,000.00 PLUS \$2.75 OR EACH ADDITIONAL \$1000 OR FRACTION THEREOF.

OTHER INFORMATION:

TO CALCULATE THE FEE'S USE THE FOLLOWING PERCENTAGES

1. PERMIT FEE = 90% OF TABLE "A" (MINIMUM \$60.00).
2. PLAN CHECK FEE = 60% OF TABLE "A" (MINIMUM \$60.00)
3. REPETITIVE P/C = 47% OF TABLE "A" (MINIMUM \$60.00)
4. STATE FEES = \$.10 PER \$1,000.00 VALUATION RESIDENTIAL.
= \$.21 PER \$1,000.00 VALUATION NON-RESIDENTIAL.
5. MICROFILM FEE = \$0.096 FOR 8 1/2" X 11" OR \$0.67 FOR LARGER PER SHEET

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OUTSIDE PLAN CHECK SERVICES

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PLUMBING, MECHANICAL, and ELECTRICAL PERMIT FEES for INDUSTRIAL-COMMERCIAL BUILDINGS

PLUMBING

FEE DESCRIPTION	UNITS	FEE
MINIMUM PERMIT ISSUANCE FEE		\$80.00
WATER CLOSET (TOILET)	1	11.55
LAVATORY/SINK	1	11.55
KITCHEN SINK	1	11.55
BATH/TUB	1	11.55
SHOWER	1	11.55
DISHWASHER	1	11.55
LAUNDRY TRAY OR MOP SINK	1	11.55
URINAL	1	11.55
CLOTHES WASHER	1	11.55
FLOOR SINK OR FLOOR DRAIN	1	11.55
WATER HEATER	1	11.55
GAS OUTLET	1	8.25
MISC. PIPING/ HOSE BIBB INCLUDE'S ANTI-SIPHON DEVICE	1	11.55
VACUUM BREAKERS (ATMOSPHERIC TYPE)	1	8.25
LAWN SPRINKLER VALVE OR BACKFLOW PREVENTION DEVICE	1	11.55
BUILDING SEWER OR TRAILER PARK SEWER	1	24.75
SEPTIC TANK & GRAY WATER SYSTEMS	1	68.00
WASTE INTERCEPTOR	1	11.55
CESSPOOL	1	41.25
WATER SOFTENER	1	11.55

MECHANICAL

FEE DESCRIPTION	UNITS	FEE
MINIMUM PERMIT ISSUANCE FEE		\$80.00
*A/C UNIT <100,000 BTU	1	83.47
*A/C UNIT >100,000 BTU	1	102.38
*FAU, FURNACE OR HEAT PUMP <100,000 BTU	1	83.47
*FAU, FURNACE OR HEAT PUMP >100,000 BTU	1	102.38
REFRIGERATION UNIT/WALK-IN FREEZER OR REFRIDGE	1	82.85
CONDENSORS*	1	82.85
BOILERS TO 100,000 BTU'S	1	82.85
BOILERS 100,000 BTU'S TO 500,000 BTU'S	1	182.78
BOILERS 500,000 BTU'S TO 1,000,000 BTU'S	1	209.48
BOILERS 1,000,000 BTU'S TO 1,750,000 BTU'S	1	311.85
BOILERS 1,750,000 BTU'S AND GREATER	1	521.32
COMPRESSORS	1	82.85
EVAPORATIVE COOLERS	1	59.85
AIR HANDLING UNIT	1	59.85
VENT/FAN SINGLE DUCT	1	40.85
TYPE 1 OR 2 /HOOD DUCT	1	59.85
MISC. DUCT WORK	1	59.85
*APPLICABLE FEE TO INSTALL OR RELOCATE		

ELECTRICAL

NEW SERVICE and/or SUB-PANEL AMPERAGE	FEE
MINIMUM PERMIT FEE	\$80.00
100 AMPS	232.00
125 AMPS	290.00
150 AMPS	348.00
200 AMPS	464.00
400 AMPS	828.00
800 AMPS	1392.00
800 AMPS	1856.00
1000 AMPS	2262.00
1200 AMPS	2868.00
1600 AMPS	3480.00
1601 AMPS and ABOVE	1.89per AMP
TEMPORARY POWER POLE	146.00
ADDITIONAL RECEPTACLES	5.80
GENERATOR (PERMANENT) SAME AS NEW SERVICE BY AMPS	
GENERATOR (TEMPORARY) MINIMUM ELECTRICAL PERMIT FEE	

NOTE: MINIMUM PERMIT FEE REQUIRED FOR INSTALLING OR RELOCATING AIR CONDITION UNIT WHICH REQUIRES A NEW CIRCUIT.

U:\JULY 2008 FEE INCREASE\9 PLUMB-ELEC-MECH FEES IND-COMM 2008.DOC

PLUMBING, MECHANICAL, and ELECTRICAL PERMIT FEES for RESIDENTIAL BUILDINGS

PLUMBING

FEE DESCRIPTION

	UNITS	FEE
MINIMUM PERMIT ISSUANCE FEE		\$80.00
WATER CLOSET (TOILET)	1	10.78
LAVATORY/SINK	1	10.78
KITCHEN SINK	1	10.78
BATHTUB	1	10.78
SHOWER	1	10.78
DISHWASHER	1	10.78
LAUNDRY TRAY OR MOP SINK	1	10.78
URINAL	1	10.78
CLOTHES WASHER	1	10.78
FLOOR SINK OR FLOOR DRAIN	1	10.78
WATER HEATER	1	10.78
GAS OUTLET	1	7.70
MISC. PIPING/ HOSE BIBB INCLUDE'S ANTI-SIPHON DEVICE	1	10.78
VACUUM BREAKERS (ATMOSPHERIC TYPE)	1	7.70
LAWN SPRINKLER VALVE OR BACKFLOW PREVENTION DEVICE	1	10.78
BUILDING SEWER OR TRAILER PARK SEWER	1	23.10
SEPTIC TANK & GRAY WATER SYSTEM	1	61.60
WASTE INTERCEPTOR	1	10.78
CESSPOOL	1	38.50
WATER SOFTENER	1	10.78

MECHANICAL

FEE DESCRIPTION

	UNITS	FEE
MINIMUM PERMIT ISSUANCE FEE		\$80.00
*A/C UNIT <100,000 BTU	1	77.12
*A/C UNIT >100,000 BTU	1	94.58
*FAU, FURNACE OR HEAT PUMP <100,000 BTU	1	77.12
*FAU, FURNACE OR HEAT PUMP >100,000 BTU	1	94.58
REFRIGERATION UNIT/WALK-IN FREEZER OR REFRIDGE	1	76.53
CONDENSORS*	1	76.53
BOILERS TO 100,000 BTU'S	1	76.53
BOILERS 100,000 BTU'S TO 500,000 BTU'S	1	141.14
BOILERS 500,000 BTU'S TO 1,000,000 BTU'S	1	193.52
BOILERS 1,000,000 BTU'S TO 1,750,000 BTU'S	1	288.09
BOILERS 1,750,000 BTU'S AND GREATER	1	481.61
COMPRESSORS	1	76.53
EVAPORATIVE COOLERS	1	55.29
AIR HANDLING UNIT	1	55.29
VENT/FAN SINGLE DUCT	1	37.83
TYPE 1 OR 2 /HOOD DUCT	1	55.29
MISC. DUCT WORK	1	55.29
*APPLICABLE FEE TO INSTALL OR RELOCATE		

ELECTRICAL

NEW SERVICE and/or SUB-PANEL AMPERAGE

	FEE
MINIMUM PERMIT FEE	\$80.00
100 AMPS	214.00
125 AMPS	267.50
150 AMPS	321.00
200 AMPS	428.00
400 AMPS	856.00
600 AMPS	1284.00
800 AMPS	1712.00
1000 AMPS	2085.50
1200 AMPS	2461.00
1600 AMPS	3210.00
1601 AMPS and ABOVE	1.61per AMP
TEMPORARY POWER POLE	107.00
ADDITIONAL RECEPTACLES	5.35
GENERATOR (PERMANENT) SAME AS NEW SERVICE BY AMPS	
GENERATOR (TEMPORARY) MINIMUM ELECTRICAL PERMIT FEE	

NOTE: MINIMUM PERMIT FEE REQUIRED FOR INSTALLING OR RELOCATING AIR CONDITION UNIT WHICH REQUIRES A NEW CIRCUIT.

BUILDING**DEPARTMENT*****BUILDER'S ADVISORY (A-1-04)*****Deferred Plans Submittals
for
Truss Calculations and Shop Drawings****Reference: California Building Code § 106.3.4.2**

For the purpose of this advisory, *Deferred Submittals* are defined as those portions of the overall building design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period.

Truss calculations and truss shop drawings may be submitted on a deferred basis in accordance with all of the following:

1. The applicant shall submit a written request to the Building Official requesting to defer submittal documents. This request shall include:
 - a. The project address, and
 - b. The project permit number, and
 - c. A contact person's name, address and phone number
2. The applicant shall pay:
 - a. A new plan check fee of \$122.00 for the deferred submittals, and
 - b. An archive fee (to be calculated at submittal time)
3. All truss calculations and shop drawings shall be stamped by the architect or engineer of record in addition to the design engineer prior to being submitted for plans examination.
4. Deferred submittals shall be included by a copy of the approved building plans that may be affected by the deferred submittals.
5. The applicant shall place the following notes on the Roof Framing Plan and on the plan's General Information Sheet: "Truss Fabrication Notes"
 - a. Shop drawings and structural calculations shall be prepared by the fabricator, submitted for approval to the Architect or Engineer of record prior to being submitted for review to the Building Official.
 - b. The structural design of the trusses shall include all dead and live loads required by the California Building Code, including fire sprinkler loads, HVAC equipment loads and all chord axial loads due to seismic forces.
 - c. The Building Department will not perform a roof sheathing or framing inspection until the City approved truss plans are on the job site and available for inspection.

Questions concerning this policy may be directed to the City of Corona Building Department (951) 736-2250, Monday through Friday 7:00 am to 5:00 pm.

BUILDING



DEPARTMENT

BUILDER'S ADVISORY (A-1-06)

**Truss Calculations and Shop Drawings
*Supplement to A-1-04***

Reference: California Building Code § 106.3.4.2

Builder's Advisory A-1-04 deals with the deferred submittal of truss calculations and shop drawings, also referred to as truss layout drawings. There has been much discussion regarding whether the truss layout drawings are part of the structural design and therefore are required to be reviewed, stamped and/or signed by a licensed engineer, or the engineer or architect of record. The Steel Joist Institute weighed in on the topic with a position paper regarding the "Signing and Sealing" dated March 18, 2003.

The City of Corona Building Department's position on Truss Layout or Shop Drawings is:

If you are not able to assemble the roof structure (properly layout and brace the trusses per the design) without the use of the Truss Layout or Shop Drawings, then those Truss Layout or Shop Drawings ARE an essential part of the structural design. Whether those drawings are prepared by the engineer or architect of record; the truss manufacturer's engineer or draftsman; or a third party that is unaffiliated with either of those licensed professionals or their companies; has no bearing on this determination.

The City of Corona Building Department's policy is that if these Truss Layout or Shop Drawings are determined to be an essential part of the structural design, these truss layout or shop drawings shall be submitted to the Building Department for review with the Truss Calculations and must have a stamp or note that clearly indicates that:

1. The drawings have been reviewed by the "Engineer/Architect of Record";
2. That the placement drawings accurately represent the intent of the structural design (all trusses in their correct locations); and,
3. The note is dated and signed by the "Engineer/Architect of Record."

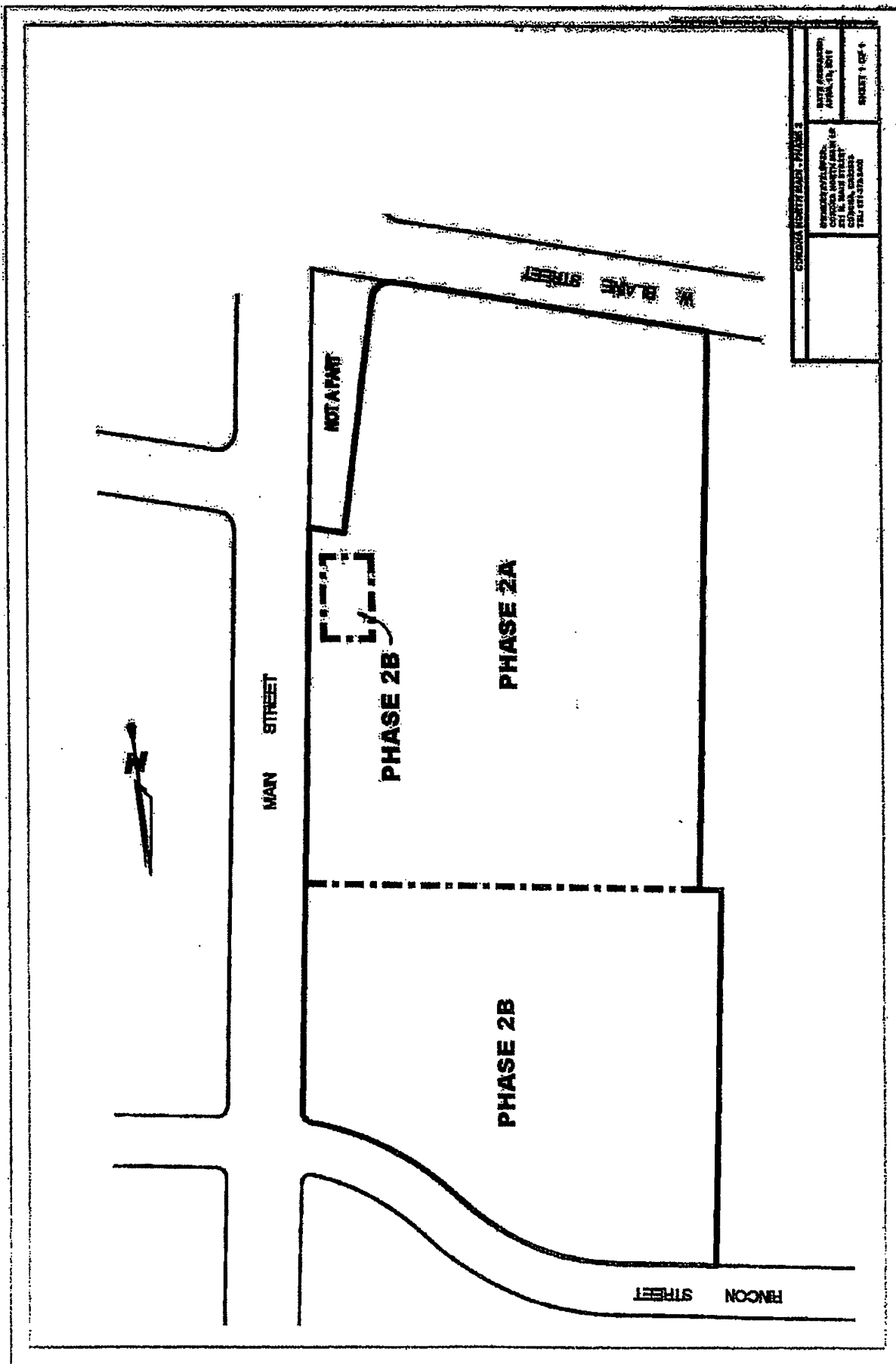
The engineer's raised "seal" will not be required.

Questions concerning this policy may be directed to the City of Corona Building Department (951) 736-2250, Monday through Friday 7:00 am to 5:00 pm.

EXHIBIT "E"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)

Project Phase 2A and Project Phase 2B Depictions

[Attached behind this cover page]



SHEET 1 OF 4	
DATE PREPARED: APRIL 14, 2011	PROJECT NO.: 1111111111
PROJECT LOCATION: CITY OF HOUSTON, TEXAS 2011 W. BLAKE STREET HOUSTON, TEXAS 77019-1111	

EXHIBIT "F"
TO
AMENDED AND RESTATED
STATUTORY DEVELOPMENT AGREEMENT
(Corona North Main)
Sewer Capacity Estimates

[Attached behind this cover page]

Exhibit "F"



Sewer Capacity Fee Estimates \$11.32 / GPD
City Ordinance Nos. 2911 and 2947

Frontage Fee:

No frontage fee collected unless a reimbursement agreement is in effect.

Sewer Capacity Fee for Sewer Connection

Base Rate: \$11.32 per gallon per day

Examples:

Single Family Dwelling	300 GPD = \$3,396.00 / dwelling
Multi-Family Dwelling:	240 GPD = \$2,716.80 / dwelling
Apartments:	200 GPD = \$2,264.00 / dwelling
Office Building:	\$169.80 / 100 sq. ft.
Warehouse:	\$33.96 / 100 sq. ft.
Manufacturing:	\$56.60 / 100 sq. ft.

All connection fees will be determined at time of building permit.



Sewer Capacity Fee Estimates - \$11.32 / GPD
City Ordinance Nos. 2911 and 2947

SFD	300 gpd/unit	Gym w/o Shower	0.25 gpd/sf
Secondary Unit	200 gpd/unit	Gym w/Shower	0.50 gpd/sf
Condo	240 gpd/unit	Recreation Room	0.29 gpd/sf
Apartment	200 gpd/unit	Recreation Area (outside)	0.15 gpd/sf
Apartment w/Washer	240 gpd/unit		
Washing Machine (Apt.)	250 gpd/machine	Medical	0.31 gpd/sf
Motel w/Kitchen	200 gpd/unit	Care Center	96 gpd/occ
Motel w/o Kitchen	120 gpd/unit	- Independent Living	1.3 occ/rm
Urban Density Development	160 gpd/unit	- Assisted Living	1.5 occ/rm
		Church Assembly	0.50 gpd/sf
Office	0.15 gpd/sf	Church Classroom	0.15 gpd/sf
Warehouse	0.03 gpd/sf	School	15 gpd/occ
Manufacturing	0.05 gpd/sf	Day Care	0.43 gpd/sf
Retail (plus water closet)	0.10 gpd/sf + 200 gpd/wc		
Bank	0.13 gpd/sf	Park	150 gpd/acre
Beauty Shop	50 gpd/styling station	Fire Station	15 gpd/occ
Nail Salon	15 gpd/seat		
Theater	5 gpd/seat	Market	0.25 gpd/sf
		Bakery	0.30 gpd/sf
Gas Station	500 gpd/island	Donut Shop	0.30 gpd/sf
Gas Station Bay	300 gpd/bay	Fast Food w/o Seats	0.30 gpd/sf
Auto Body Repair	0.08 gpd/sf	Fast Food w/Seats	20 gpd/seat
Car Wash	3,000 gpd	Deli w/Seats	20 gpd/seat
Self-Service Car Wash	750 gpd/bay	Restaurant	35 gpd/seat
Laundromat	400 gpd/machine	Bar/Coffee	15 gpd/occ

Sewer Capacity Fee Examples:

$$\begin{array}{rcl}
 \text{Retail: } 2,100 \text{ sf} \times 0.10 \text{ gpd/sf} & = & 210 \text{ gpd} \\
 \text{Plus Water Closets: } 2 \text{ wc} \times 400 \text{ gpd/wc} & = & 800 \text{ gpd} \\
 & & 1,010 \text{ gpd} \\
 & & \times \$11.32 \text{ / gpd} \\
 & & \hline
 & & \$11,433.20
 \end{array}$$

$$\begin{array}{rcl}
 \text{Deli w/Seats} = 25 \text{ seats} \times 20 \text{ gpd/seat} & = & 500 \text{ gpd} \\
 & & \times \$11.32 \text{ / gpd} \\
 & & \hline
 & & \$5,660.00
 \end{array}$$

EXHIBIT B
VIOLATIONS AND DEFAULTS

None