

PLEASE RECORD AND WHEN RECORDED  
RETURN TO:

CITY OF MENIFEE  
29844 Haun Road  
Menifee, CA 92586  
Attn: City Attorney

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**MENIFEE VALLEY SPECIFIC PLAN**

**DEVELOPMENT AGREEMENT**

This Development Agreement (“***Agreement***”) is entered into on \_\_\_\_\_, 2024, by and between (1) the CITY OF MENIFEE (“***City***”), a municipal corporation of the State of California, and (2) Minor Ranch LLC, a Delaware limited liability company (“***Developer***”).

**RECITALS**

A. Developer owns in fee all of the real property described on **Exhibit A** and depicted on **Exhibit B**, consisting of approximately 578 gross acres of land area located in the City of Menifee, County of Riverside, State of California (“***Property***”).

B. Developer, desires to develop the Property with up to 1,718 dwelling units (providing an array of housing types and neighborhood amenities, including greenbelts, trails, a public sports park, open space, and an elementary school) within the southerly and easterly portions of the Property and civic node public facilities, business park, commercial business park, and commercial areas within the northerly and westerly portions of the Property.

C. The Planning and Zoning approvals for the development of Developer’s proposed project on the Property obtained prior to the Effective Date of this Agreement (collectively, the “***Development Approvals***”) include but are not limited to the following:

i. General Plan Amendment (GPA) No. PLN 21-0336 to revise the General Plan land use map to include the proposed Menifee Valley Specific Plan No. PLN 21-0217 designation and to remove the portion of Specific Plan No. 301 proposed to be removed under Specific Plan Amendment No. PLN 21-0221 (as described below).

ii. Change of Zone (CZ) No. PLN 21-0335 making revisions to the zoning ordinance text of Specific Plan No. 301 to reflect the Amendment and to revise the City

Zoning Map to include the Meniffee Valley Specific Plan (Specific Plan No. PLN 21-0217) and to remove the portion of Specific Plan No. 301 removed under Specific Plan Amendment No. PLN 21-0221.

iii. Specific Plan Amendment No. PLN 21-0221 removing the Property from Specific Plan No. 301.

iv. Specific Plan No. PLN 21-0217 adopting a separate and distinct Meniffee Valley Specific Plan (“*MVSP*”) on the Property. The MVSP Land Use Plan divides the Property into 15 “Planning Areas”. The southerly and easterly portions of the Property will accommodate up to 1,718 dwelling units (with an array of housing types and neighborhood amenities, including greenbelts, trails, a public sports park, open space, and an elementary school) and the northerly and westerly portions of the Property will accommodate civic node public facilities, business park, commercial business park, and commercial areas.

v. Tentative Tract Map No. PLN 22-0033 establishing the boundaries and dimension of lots and streets and the proposed grading for the Meniffee Valley Specific Plan (Specific Plan No. PLN 21-0217). Following map recordation, the final map will become the legal document that identifies developable lots within the Specific Plan.

vi. Development Agreement No. PLN 21-0338 approving a Development Agreement between Developer and the City of Meniffee.

vii. Environmental Clearance Document: The Meniffee Valley Specific Plan Environmental Impact Report, State Clearinghouse Number 2022-030233, together with its associated findings of fact and mitigation monitoring and reporting program has been certified by the City Council.

D. Subject to the Development Approvals, Developer intends to develop a project on the Property that shall remain within the following parameters (collectively, “*Core Project Characteristics*”):

i. Variety of Residential Housing Types: Developer proposes six Planning Areas (Planning Areas 1 through 6 as designated in the MVSP) which shall accommodate single- and multi-family residential homes, as well as residential neighborhood amenities that include but are not limited to: a private recreation center, greenbelts, a dog park, and an agriculture-themed business area that could include farm/produce stands, a garden/growing area, and small commercial and non-commercial animal keeping.

ii. Retail and Service Commercial Frontage along Highway 74: Developer proposes approximately 42 acres of retail and service commercial within Planning Area 13 (as designated in the MVSP), with up to 560,000 sq. ft. of building space. Buildings are

anticipated to accommodate a mixture of commercial, retail and small business incubator uses. Agri-commercial uses are also permitted in Planning Area 13.

iii. Job Creating Warehouse/Manufacturing/Industrial: Developer proposes up to 4,360,000 sq. ft. of building space within Planning Areas 10 and 11 (as designated in the MVSP). Buildings are anticipated to accommodate a mixture of general light industrial, manufacturing, warehouse/storage, fulfillment center, and e-commerce operations. Building sizes will vary and have the potential to reach over 1,000,000 sq. ft. Within Planning Area 12 (as designated in the MVSP), Developer proposes up to 1,150,000 sq. ft. of building space anticipated to accommodate business park, commercial, retail, incubator, and small -scale light industrial. General light industrial, manufacturing, warehouse/storage, fulfillment center, and e-commerce operations are permitted in these locations except within distances as specified in Specific Plan, Section 4.0, to residential uses and Heritage High School.

iv. Public Amenities including Community Park with Pedestrian Bridge, Fire Station/Transit Facility, Linear/Pocket Parks: Planning Areas 7A, 7B, 8A, and 8B (as designated in the MVSP) provide 29.8 acres of Open Space-Recreation (OS-R) and 14.7 acres of Open Space-Conservation (OS-C) land uses in the southern portion of the Property. In total, the Open Space land uses represent 44.5 acres of the Property. Planning Area 9 (as designated in the MVSP) represents 5.3 acres in the southwestern corner of the Property area and is designated as a Civic Node Public Facility (PF) site for the location of a fire station or similar public service use. A passenger stop for trains using the rail line also could occur in this location.

v. Public Infrastructure On and Off-site: The Project will include the construction of public roads bordering and internal to the Property, including Highway 74, Menifee Road, Briggs Road, Malaga Road, and McLaughlin Road. The Project will also include improvements to offsite public roads including, but not limited to, McLaughlin Road from Menifee Road to Case/Matthews Road, Case/Matthews Road from the future extension of McLaughlin Road to approximately 250 feet south of Ethanac Road, and McCall Boulevard from Encanto Drive to Menifee Road.

E. Government Code Sections 65864 *et seq.* (“***Development Agreement Law***”) authorize City to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning, and reducing the economic costs of such development. Developer and City have agreed to enter into this Development Agreement to memorialize and secure the respective expectations of City and Developer.

F. The City Council has found that this Agreement is in the best public interest of City and its residents. Approving this Agreement constitutes a present exercise of City’s authority to protect the public health, safety, and welfare, and the Project is consistent with the goals and

policies of City's General Plan and imposes appropriate standards and requirements with respect to the Development of the Property in order to maintain the overall quality of life and of the environment within City. Prior to its approval of this Agreement, City considered the environmental impacts of the Project and completed its environmental review of the Project.

G. On [REDACTED], the Planning Commission of City held a public hearing on Developer's application for approval of this Agreement, made certain findings and determinations with respect thereto, and adopted Planning Commission Resolution No. [REDACTED], which recommended to the City Council that this Agreement be approved.

H. On [REDACTED], the City Council held a public hearing on Developer's application for approval of this Agreement, considered the recommendations of the Planning Commission, and found that this Agreement is consistent with City's General Plan. On [REDACTED], the City Council introduced Ordinance No. [REDACTED], approving this Development Agreement for first reading. On [REDACTED], the City Council adopted Ordinance No. [REDACTED], which takes effect as of [REDACTED].

### COVENANTS

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

#### 1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, or all letters capitalized, when used in the Agreement. The defined terms include the following:

1.1.1 ***"Actual Costs of Construction"*** means the sum of (i) hard and soft out-of-pocket costs paid to Unaffiliated third parties (including, without limitation, land use planning and engineering costs, land and right of way acquisition costs, utility easement acquisition costs, temporary construction easement costs, utility fees, construction and management costs, plan check, inspection, permit and construction fees); (ii) general conditions costs (to the extent not included in section "(i)" above, not to exceed five percent (5%) of hard costs); and (iii) an internal Developer project administration fee of up to three percent (3%) of the hard and soft costs set forth in (i) above to compensate Developer for performance of contract administration, bidding, accounting, design oversight, and project management. For the avoidance of doubt, the categories of costs set forth in clauses "(i)", "(ii)", and "(iii)" in the precedent sentence are mutually exclusive, and no cost in one category may be included in any other category. Actual Costs of Construction shall be evidenced by Developer's submission of paid invoices or other documentation reasonably acceptable to City. Except as provided in clause (iii) above, internal project management and administrative costs and expenses paid to affiliates of Developer, if any, shall not be counted for purposes of the fee credit calculation.

1.1.2 “**Administrative Adjustment**” means any amendment to this Agreement which in the context of the overall Project contemplated by this Agreement does not substantially affect (i) the Term of this Agreement; (ii) permitted uses of the Property, (iii) provisions for the reservation, dedication, or conveyance of land; (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions; (v) the density or intensity of the use of the Property or the maximum height or size of proposed buildings; (vi) monetary contributions by Developer.

1.1.3 “**Agreement**” means this Development Agreement.

1.1.4 “**Affiliate**” means a person or entity that, directly or indirectly controls Developer, is controlled by Developer, or is, with Developer, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and use of substantially the same management, ownership or principals as Developer.

1.1.5 “**Applicable Law**” means all federal, state, and local laws and regulations applicable to the Project as of the Effective Date.

1.1.6 “**Certificate**” means the “Certificate of Agreement Compliance” referred to in Section 4.4 of this Agreement.

1.1.7 “**Caltrans**” means the California Department of Transportation.

1.1.8 “**Certificate of Occupancy**” means a formal certificate of occupancy or any other authorization for operational use of a building, structure, or area within the Property.

1.1.9 “**CFD**” means a Community Facilities District allowed to be formed pursuant to the CFD Act by City.

1.1.10 “**CFD Act**” means the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*) as may be amended from time to time.

1.1.11 “**City**” means the City of Menifee, a municipal corporation of the State of California.

1.1.12 “**City Council**” means the City Council of City.

1.1.13 “**City Parties**” means the City, City Council, City officers, employees, attorneys and agents.

1.1.14 “**Claim**” means 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, Legal Costs, and expenses and investigation costs of whatever kind or nature), and any judgment caused or initiated by a third party. Without limiting the foregoing, “Claims” include any matter that results or arises in any way from any of the

following: (1) the noncompliance by Developer or its contractor with any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages and hire apprentices); (2) the implementation of Labor Code Section 1720 *et seq.* and/or any other similar law or regulation; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Sections 1720 *et seq.*, as the same may be amended from time to time, or any other similar law or regulation.

1.1.15 “**Conceptual Phasing Plan**” means the planned sequence and timing in which the Project may be constructed, as set forth in **Exhibit C**, which sequence and timing may be modified subject to any conditions reasonably imposed by City pursuant to Section 3.5.

1.1.16 “**Conflict**” as that term is used in Section 3.5 means any City-imposed modification that: (a) changes the permitted uses of the Property, the density and intensity of use (including, but not limited to, floor area ratios of buildings), or the maximum height and size of proposed buildings in a manner that is not consistent with the Development Plan; (b) imposes new or additional requirements, or changes existing requirements, for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities that are not otherwise provided for pursuant Development Plan (subject to the reservation of authority in Section 3.5.1); (c) changes in conditions upon Development of the Project on the Property other than as permitted by Section 3.5.1; (d) expressly limits the timing, phasing, or rate of Development of the Property in a manner that is not consistent with the Development Plan; (e) limits the location of building sites, grading, or other improvements on the Property in a manner that is not consistent with the Development Plan; or (f) unreasonably limits the processing or procuring of applications and approvals of Subsequent Development Approvals.

1.1.17 “**Costs**” means quantifiable expenses of any kind, including without limitation the allocated value of staff time, amounts expended for consultant and/or legal services, acquisition expenses, and allocated overhead.

1.1.18 “**Core Project Characteristics**” means those core characteristics of the Project described in subparagraphs “i” through “v” of Recital D.

1.1.19 “**Default**” means the failure to perform any material duty or obligation set forth in this Agreement or to comply in good faith with the terms of this Agreement.

1.1.20 “**Developer**” means Minor Ranch LLC, a Delaware limited liability company, its Affiliates, and their successors in interest to all or any part of the Property.

1.1.21 “**Development**” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and all other facilities and improvements.

**“Development”** also includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

1.1.22 **“Development Approvals”** means all permits, licenses, consents, rights and privileges, and other actions subject to approval or issuance by City in connection with Development of the Project on the Property issued by City on or before the Effective Date, including but not limited to the Development Approvals listed in Recital C, subparagraph “i” through “vii”.

1.1.23 **“Development Agreement Law”** means Government Code Section 65864 *et seq.* which govern the terms, procedures, and requirements for entering into statutory development agreements, including this Agreement.

1.1.24 **“Development Impact Fees”** means the monetary consideration charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the Project and development of the public facilities related to Development of the Project. Development Impact Fees shall not include: (i) City’s normal fees for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection, and similar fees imposed to recover City’s Costs associated with processing, review, and inspection of applications, plans, specifications, etc.; and/or (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, whether or not such fees are collected by City.

1.1.25 **“Development Plan”** means the plan for Development of the Project on the Property which shall be subject to the Development Approvals, the Core Project Characteristics, the conceptual site plan included in the MVSP, the Mitigation Monitoring and Reporting Program on file with City and adopted and approved by City in connection with its approval of the Project, the Conceptual Phasing Plan attached as **Exhibit C**, the payment of Development Impact Fees, and the payment of fair share fees and completion of Offsite Improvements as described in **Exhibit E** and Section 5.3 of this Agreement, and the Land Use Regulations.

1.1.26 **“Development Requirement”** means any requirement of City in connection with or pursuant to any Development Approval for the dedication of land, the construction or improvement of public facilities, the payment of fees (including Development Impact Fees) or assessments in order to lessen, offset, mitigate or compensate for the impacts of Development on the environment, or the advancement of the public interest.

1.1.27 **“Effective Date”** means [REDACTED], which is the date that the ordinance approving this Agreement becomes effective.

1.1.28 **“Eligible TUMF Reimbursements/Credits”** means the maximum amount of reimbursement and/or credits from the Transportation Uniform Mitigation Fee Program resulting from Developer’s construction of the McCall Boulevard Improvements, provided

that the amount of reimbursement and/or credit does not exceed the actual costs of construction of the McCall Boulevard Improvements.

1.1.29 “**Excess Contributions**” means, to the extent they exceed, the difference between the actual cost of the community and area-wide infrastructure and park benefits as set forth within **Exhibit F**, and the cost of the Development Requirements City could otherwise impose on the Project.

1.1.30 “**Fair Share Fee**” means the pro rata dollar amount and estimated fair share percent responsibility of the Project for the Offsite Improvements set forth in Schedule 2 of **Exhibit E**.

1.1.31 “**Fire Station / Public Facility Site**” means the 5.3 acres located within Planning Area 9 (as designated in the MVSP), which shall be deeded to City as a separate legal lot, mass graded with frontage improvements and connections for all utility types stubbed to the property, and which is anticipated to contain a fire station, transit stop or other civic uses, and which will contain a maximum build-out of 120,000 sq. ft.

1.1.32 “**Forecasted Daily Trips**” means the number of daily traffic trips estimated to be caused by the development included in a Subsequent Development Approval (*i.e.*, home(s), building(s), park(s), or other use(s) or structure(s)), with such estimates based upon the methodology and data as is utilized in the TIA.

1.1.33 “**Force Majeure Delay**” means, pursuant to Section 11.12, a delay in performance of this Agreement caused by strikes; acts of God; a declaration of emergency as a result of a public health issue, including the occurrence of any pandemic; enemy action; civil disturbances; wars; terrorist acts; fire; unavoidable casualties; referenda; or mediation, arbitration, litigation, or other administrative or judicial proceeding commenced by a third party and involving the Development Approvals or Subsequent Development Approvals or this Agreement.

1.1.34 “**Highway 74 Improvements**” means all required frontage improvements and improvements identified in the TIA effecting Highway 74 that require permits and/or approvals from the Caltrans.

1.1.35 “**Highway 74 Retail Commercial Project Component**” means a retail/commercial center of approximately 20.67 acres that will consist of commercial retail uses that will total approximately 115,000 S.F. of development;

1.1.36 “**Land Use Regulations**” means all ordinances, resolutions, codes, rules, regulations, City adopted plans (including, but not limited to, trail plans and park master plans) and official policies of City adopted and effective on or before the Effective Date governing Development and 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 buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, grading, and construction standards and specifications applicable to the Development of the Property. “**Land Use Regulations**”



does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain; and
- (f) the amount of processing fees or Development Impact Fees.

1.1.37 “**Legal Costs**” means for any Person, all actual and reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys’ fees, court costs and expenses, including in or as a result of any: (a) bankruptcy proceeding; (b) litigation between the Parties; (c) negotiating or documenting any agreement with a third party requested by the other Party; (d) requirement or request that such Person or its employees act as a witness in any proceeding regarding this Agreement or the other Party; and (e) review or approval that the other Party requests of such Person. All references to Legal Costs shall include the hourly rates and costs of contract general counsel to City or Developer, respectively, and the lawyers employed in the office of such general counsel who provide legal services regarding a particular matter, adjusted to or billed at an hourly rate and multiplied by the time spent on such matter rounded to increments of one-tenth (1/10) of an hour, in addition to Legal Costs of outside counsel retained by City or Developer, respectively, for such matter.

1.1.38 “**LOS**” means a qualitative description of traffic flow based on several factors such as speed, travel time, delay, and freedom to maneuver. Six levels are typically defined ranging from LOS “A”, representing completely free-flow conditions, to LOS “F”, representing breakdown in flow resulting in stop-and-go conditions. LOS “E” represents operations at or near capacity, an unstable level where vehicles are operating with the minimum spacing for maintaining uniform flow.

1.1.39 “**McCall Boulevard Improvements**” means those Offsite Improvements on and adjacent to McCall Boulevard that are imposed on the Project as identified in the TIA because (i) the Project adds traffic at an area with an already unacceptable LOS (*i.e.*, LOS “F”), and (ii) the improvements are necessary or appropriate to avoid an unacceptable LOS.

1.1.40 “**McCall Excess Contribution**” means sixty three percent (63%) of the Developer’s Actual Costs of Construction of the McCall Boulevard Improvements.

1.1.41 “**Mitigation Measures**” means those requirements imposed on the Project pursuant to , the Mitigation Monitoring and Reporting Program on file with City and adopted and approved by City in connection with its approval of the Project.

1.1.42 “**Mortgagee**” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.43 “**Municipal Code**” means the Menifee Municipal Code as it existed on the Effective Date.

1.1.44 “**MVSP**” has the meaning assigned to that term in subparagraph iv of Recital C.

1.1.45 “**Notice of Non-Compliance**” as that term is used in Section 4.3 means a written notice specifying the grounds on which any Party concludes that the other Party has not complied in good faith with the terms of the Agreement, and providing all facts demonstrating such non-compliance.

1.1.46 “**Offsite Improvements**” means those improvements to be developed outside of the Property, as included on **Exhibit E**.

1.1.47 “**Paseo 8A**” means the greenbelt of passive recreation, including a Class I bicycle trail, contiguous pedestrian trail, and landscaped green space within Planning Area 8A (as designated in the MVSP).

1.1.48 “**Paseo 8B**” means the greenbelt of passive recreation, including a Class I bicycle trail, contiguous pedestrian trail, and landscaped green space within Planning Area 8B (as designated in the MVSP).

1.1.49 “**Party**” and “**Parties**” mean and refer to City and/or Developer, as context dictates, and their respective successors, assigns, and Affiliates.

1.1.50 “**Pedestrian Bridge**” means the bridge that will cross over the Riverside County Transportation Commission (RCTC) railroad tracks to the south to connect the proposed greenbelt within Planning Area 8A (as designated in the MVSP) with an existing greenbelt system in the community of Heritage Lake, and provide for non-vehicular connectivity between the MVSP area and the community of Heritage Lake.

1.1.51 “**Person**” means any association, corporation, government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.52 “**Private Community Recreation Center / Clubhouse**” means a private community recreation center, which may include a private pool(s) and clubhouse building that will be provided within the Residential (R) Planning Areas (*i.e.*, Planning Areas 1, 2, 3, 4, 5 or 6) of the MVSP and serve the residents of the MVSP.

1.1.53 “**Project**” means the Development of the Property consistent with the Development Plan.

1.1.54 “**Property**” means the real property described on **Exhibit A** and depicted on **Exhibit B** to this Agreement.

1.1.55 “**Public Improvements Agreement**” means an agreement in a form reasonably approved by the City Attorney that sets forth the procedures for design, construction, funding, and acceptance of those public improvements required to be constructed by Developer pursuant to this Agreement.

1.1.56 “**RBBB**” means a Road and Bridge Benefit District formed under or pursuant to Applicable Law, including without limitation Government Code Section 66484.

1.1.57 “**Reservation of Authority**” means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City.

1.1.58 “**Sports/Aquatic Park**” means the park that will be constructed within the approximately 16.7 acre area in Planning Area 7A (as designated in the MVSP). This public park will be designed to include ball fields, an aquatic center, playground equipment, parking and other associated amenities. This will serve as a public park.

1.1.59 “**Subsequent Development Approvals**” means all permits, licenses, consents, rights and privileges, and other actions subject to approval or issuance by City for the Development of the Project on the Property issued by City after the Effective Date.

1.1.60 “**Subsequent Land Use Regulations**” means all ordinances, codes, rules, regulations, City adopted plans and official policies of City adopted and effective after the Effective Date of this Agreement governing Development and use of the Property, including, without limitation, the permitted use of the Property, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Development of the Property; provided, however, that “Subsequent Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy, governing: (a) the conduct of business, professions, and occupations; (b) taxes and assessments; (c) the control and abatement of nuisances; (d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or entry upon public property; (e) the exercise of the power of eminent domain; and (f) the amount of processing fees or Development Impact Fees.

1.1.61 “**Term**” means the period of time from the Effective Date until the expiration of this Agreement as provided in Section 2.3, or earlier termination as provided in Section 9.

1.1.62 “**TIA**” means that certain Traffic Impact Analysis for the Meniffee Valley Specific Plan, prepared by LSA Associates, dated September 2023, and on file with the City Clerk of the City of Meniffee.

1.1.63 “**Transfer**” means sell, assign, or transfer.

1.1.64 “**Unaffiliated**” means and refers to a person or entity that is not an Affiliate.

1.1.65 “**Zoning Code**” means the Title 9, Zoning of the Municipal Code.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement:

**Exhibit A** Legal Description of the Property

**Exhibit B** Map Showing Property and Its Location

**Exhibit C** Conceptual Phasing Plan

**Exhibit D** RESERVED

**Exhibit E** Offsite Improvements and Fair Share Obligations

**Exhibit F** Community-Wide and Area-Wide Infrastructure and Park Benefits

## 2. GENERAL PROVISIONS.

2.1 **Binding Effect of Agreement.** From and following the Effective Date, Development of the Project and City actions on applications for Subsequent Development Approvals respecting the Development of the Project shall be subject to the terms and provisions of this Agreement.

2.2 **Assignment.** Upon the Transfer in whole or in part, of Developer’s right and interest to all or any portion of the Property, Developer may, at least thirty (30) days prior to completion of the Transfer, apply to City for a release from its obligations hereunder with respect to the portion of the Property so Transferred. City shall approve the partial or full release if: (i) Developer is not in Default of this Agreement at the time of the approval of the release, or provides adequate assurances to the satisfaction of City, in City’s sole and absolute discretion, that Developer will cure any Default prior to the Transfer; (ii) with respect to the Transfer of any lot that has not been fully improved, the transferee executes and delivers to City a written assumption agreement in substance and form which is approved by City’s Attorney, which approval shall not be unreasonably denied, and in which: (A) the name and address of the transferee is set forth; (B) the transferee expressly assumes the obligations of Developer under this Agreement as to the portion of the Property transferred; (C) the transferee provides commercially reasonable assurances of its performance of the obligations of Developer that transferee proposes to assume; and (D) the assumption agreement adequately allocates to the transferee (or justifies the non-allocation) credits, reimbursements, or other benefits and obligations of Developer under this Agreement that relate to the portion of the Property transferred. Failure to obtain City approval of

a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability under this Agreement of any transferee or future owner of any portion of the Property. Developer shall remain responsible for all obligations set forth in the Agreement that are not subject to an assignment approved by City in accordance with this paragraph.

### 2.3 **Term.**

2.3.1 The term of this Agreement shall commence on the Effective Date and, except for those provisions in this Agreement that expressly survive the expiration or termination of this Agreement, shall continue thereafter for a period of fifteen (15) years from and after the Effective Date, with one additional optional extension of five (5) years which may be exercised at the sole discretion of any Party so long as (i) the optional extension is exercised prior to the expiration of the initial fifteen (15) year term, (ii) at least seventy five thousand (75,000) square feet of duly permitted commercial retail square footage has been constructed in the Highway 74 Retail Commercial Project Component, and (iii) this Agreement has not, prior to the exercise of the optional extension, been terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties.

2.3.2 Where a shorter term is not mandated by Applicable Law, the term of any and all discretionary Development Approvals and discretionary Subsequent Development Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such discretionary Development Approvals or discretionary Subsequent Development Approvals. For the avoidance of doubt, the following categories of Development Approvals and Subsequent Development Approvals shall be deemed “not discretionary” for purposes of this Section: grading permits, building permits, improvement permits, landscape permits, wall and fence plans, and signage permits and programs.

## 3. **DEVELOPMENT OF THE PROPERTY.**

3.1 **Rights to Develop.** Subject to the terms of this Agreement, Developer shall have a vested right to develop the Project on the Property in accordance with, subject to, and to the extent of, the Development Plan.

3.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the Property, shall be those contained in the Development Plan and the Land Use Regulations.

3.3 **Timing of Development.** The Parties acknowledge that Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d

465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property, subject to such conditions as may be imposed by City pursuant to Section 3.5, in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Nothing in this Section is intended to alter the standard durational limits of any applicable permits issued to Developer.

### **3.4 Changes and Amendments.**

3.4.1 *Application for Subsequent Development Approval.* The Parties acknowledge that Development of the Project will likely require Subsequent Development Approvals, and that in connection therewith Developer may determine that changes are desirable in the existing Development Approvals or Development Plan. If Developer finds that such a change is desirable, Developer may apply, in writing, for an amendment to prior Development Approvals or the Development Plan to effectuate such change, and City shall process and act on such application in the normal manner for processing such matters.

3.4.2 *Approval Process and Authority.* The approval process and authority for Subsequent Development Approvals shall be as set forth in the MVSP. Without limiting the foregoing, the Parties acknowledge that the MVSP allows for administrative approvals of (i) residential tract maps, (ii) commercial plot plans, and (iii) industrial plot plans so long as buildings do not exceed 1,450,000 square feet in Planning Area 10 (as designated in the MVSP), 1,400,000 square feet in Planning Area 11 (as designated in the MVSP), and 570,000 in Planning Area 12 (as designated in the MVSP); provided, however that (x) no administrative approval shall be authorized for any application for development that is not consistent with the MVSP and all development and design standards, (y) no administrative approval shall be allowed for variances, conditional use permits, and/or any development that requires subsequent or supplemental environmental review under 14 Cal. Code Regs. 15162 or an addendum to a previously approved environmental document under 14 Cal. Code Regs 15164, and (z) in every instance, the administrative approval authority may choose, in their sole and absolute discretion, to request review and approval from the Menifee Planning Commission of any matter otherwise eligible for administrative review.

3.4.3 *Changes in Density and Intensity.* City shall have no obligation to grant any application for a Subsequent Development Approval by Developer (including, without limitation, General Plan amendments, zone changes, or variances) that increases the overall intensity or density of Development or, in the sole and absolute discretion of City's City Manager, otherwise causes a substantial modification of the Development Plan.

3.4.4 *Processing Timelines.* The Parties recognize and agree that processing timelines for Subsequent Development Approvals are dependent on workload, employee and consultant availability, and other factors that are unknown as of the Effective Date. Subject to those uncertainties, City will aim to process all plan checks associated with applications for Subsequent Development Approvals on the following schedule: (1) City

will deliver plan check comments within three (3) weeks following receipt of a complete initial submittal, and (2) City will deliver plan check comments within two (2) weeks following receipt of a complete second submittal, and each subsequent complete submittal.

3.4.5 *Incorporation of Modifications Into Vested Project.* If approved in a form to which Developer and City have both, in their respective sole and absolute discretion, consented in writing, any application effectuating a change in the Development Approvals or Development Plan shall be incorporated herein and any resulting modifications to the Exhibits to this Agreement, shall be administratively appended to this Agreement for tracking purposes, and a notice thereof shall be recorded in the Official Records of the County of Riverside.

### 3.5 **Reservation of Authority.**

3.5.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Project on the Property:

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual Costs to City of processing applications for Development Approvals, or Subsequent Development Approvals, or for monitoring compliance with any Development Approvals or Subsequent Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the California Building Standards Commission to the California Building Code, from time to time, as well as local modifications to the California Building Code adopted by City as Subsequent Land Use Regulations.

(d) Changes to existing Development Impact Fees, adoption of new Development Impact Fees, and/or adoption or amendment of any other fees, assessments, or charges adopted by the City Council.

(e) Regulations imposed by City which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health or safety. To the extent reasonable and feasible, any such regulations shall be applied and construed consistent with Section 3.5.2 below to provide Developer with the rights and assurances provided under this Agreement.

(f) Regulations imposed by City which are not in conflict with the Development Plan and this Agreement.

(g) Regulations which conflict with the Development Plan provided Developer and City have given written consent to the application of such regulations to Development of Property.

(h) Laws and regulations imposed by Federal, State, regional, or other governmental authorities, or imposed directly by City as necessary to comply with Federal, State, regional or other governmental authorities' regulations, which City is required to enforce against the Property or the Development of the Property.

**3.5.2 *Future Discretion of City.*** This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent City from (i) denying or conditionally approving any Subsequent Development Approval on the basis of the Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan, and/or (ii) reasonably conditioning any Subsequent Development Approval that is inconsistent with the Conceptual Phasing Plan as necessary to ensure that infrastructure, improvements, and public benefits for and from the Project are delivered in a time and in a manner that is functionally equivalent to the delivery of infrastructure, improvements, and public benefits that would occur if the Project were constructed under the Conceptual Phasing Plan..

**3.5.3 *Modification or Suspension by State or Federal Law.*** In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

**3.5.4 *Taxes, Assessments and Fees; Reservation of Rights.*** This Agreement shall not prevent City from enacting, levying, or imposing any new or increased tax, assessment or fee, and from applying that fee to the Project and/or the Property. Developer shall timely pay all applicable fees, charges, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California. Notwithstanding the foregoing, nothing set forth herein is intended or shall be construed to limit or restrict whatever right Developer might otherwise have to challenge any fee, charge, assessment, or tax either adopted and imposed by City after the Effective Date.

**3.6 *Regulation by Other Public Agencies.*** It is acknowledged by the Parties that other public agencies not subject to control by City possess authority to regulate aspects of the Development of the Project on the Property, and this Agreement does not limit the authority of such other public agencies.

**3.7 *Compliance with Government Code Section 66473.7.*** As mandated by Government Code Section 65867.5, any tentative map prepared for the subdivision(s) included within the Project will comply with Government Code Section 66473.7.



**3.8 Vesting Tentative Maps.** If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with Development of the Project on the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, *et seq.*), and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to Developer, then and to that extent the rights and protection afforded Developer under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, Development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

**3.9 Processing of Applications and Permits.** Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, City shall promptly proceed to process, check, and make a determination on all applications for development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with section 66410) of Title 7 of the California Government Code) and other applicable provisions of law, as the same may be amended from time to time. Developer may request that City identify dedicated staff and/or consultants to further expedite the processing, checking, and determinations on applications for development and building approvals, and City may reasonably accommodate Developer's request subject to the availability (in City's sole determination) of available and qualified staff and consultants for such purpose. City shall reasonably attempt to process all plan checks within three (3) weeks following of each initial submittal and within two (2) weeks following each second or subsequent submittal so long as (i) Developer's plans for a phased project and all plan check submittals include a detailed memorandum identifying all design exceptions, (ii) Developer's second and subsequent submittals include complete and comprehensive responses to prior-issued comments by City and/or its consultants, and (iii) Developer and all relevant experts and consultants schedule and participate in a meeting with appropriate City staff and consultants prior to each initial plan submittal.

#### **4. REVIEW FOR COMPLIANCE.**

**4.1 Periodic Review.** During the Term, City's City Manager or their designee, shall review this Agreement during May of each year following the Effective Date, in order to ascertain the good faith compliance by Developer with the terms of the Agreement. As part of that review, Developer shall submit an annual monitoring review statement describing its actions in compliance with this Agreement, in a form acceptable to City's City Manager, by March 15 of that year. The statement shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set by resolution of the City Council.

**4.2 Special Review.** The City Council may order a special review of compliance with this Agreement at any time. Developer shall cooperate with City in the conduct of such special reviews.

**4.3 Procedure.** In connection with any periodic or special review, each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other Party a justification of its position on such matters. If on the basis of the Parties' review of any terms of the Agreement, any Party concludes that the other Party has not complied in good faith with the terms of the Agreement, then such Party may issue a written Notice of Non-Compliance. The Party receiving a Notice of Non-Compliance shall have thirty (30) days to respond in writing to said Notice of Non-Compliance. If a Notice of Non-Compliance is contested, the Parties shall have up to sixty (60) days to arrive at a mutually acceptable resolution of the matters occasioning the Notice of Non-Compliance. In the event that the Parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the sixty (60) day period, the Party alleging the non-compliance may thereupon pursue the remedies provided in Section 8.

**4.4 Certificate of Agreement Compliance.** If, at the conclusion of a periodic review pursuant to Section 4.1 or special review pursuant to Section 4.2, Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate to Developer stating that after the most recent periodic or special review and based upon the information known or made known to City's City Manager and City Council that (1) this Agreement remains in effect and (2) Developer is in compliance. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Developer may record the Certificate with the County Recorder. Additionally, Developer may at any time request from City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

## **5. FEES, BENEFITS, AND IMPROVEMENTS**

**5.1 Development Impact Fees.** Developer agrees that all Development Approvals and Subsequent Development Approvals that do not require an amendment to this Agreement under Section 3.5 shall be subject to the Development Impact Fees, which shall be paid in the amounts applicable as of the date of payment.

**5.1.1 Development Impact Fee Payment Timing.** Except as specified in Section 5.1.2, below, all Development Impact Fees arising from or relating to residential and non-residential development components of the Project shall be due and shall be paid by Developer to City concurrent with existing City policies and ordinances.

**5.1.2 Development Impact Fee Credits.** To the extent Developer completes and dedicates to City improvements otherwise included in City's Development Impact Fee programs existing as of the Effective Date, Developer shall be entitled to and receive a reduction in its Development Impact Fee payment obligation up to the amount of Development Impact Fees assigned to such improvements in the applicable Development Impact Fee program (*i.e.*, transportation, fire, parks, Quimby). Notwithstanding the foregoing, the Parties may mutually agree to allow the posting of adequate security (which shall, at a minimum, be posted prior to the date by which the Development Impact Fee

payment would otherwise be due) in an amount sufficient to cover the costs of Development Impact Fees owed by Developer when the Parties contemplate that Developer will within a reasonable period of time obtain a right to Development Impact Fee credits. Upon obtaining anticipated Development Impact Fee credits, any security provided by Developer will be reduced in an amount that corresponds with the amount of the Development Impact Fee credits and ensures that any remaining security is sufficient to cover remaining owed, but unpaid, Development Impact Fees.

**5.2 Public Benefit.** Developer shall construct or cause the construction of all of the community and area-wide infrastructure and park benefits as set forth in **Exhibit F**, even though those benefits include some Development Requirements City could not otherwise impose on the Project. City and Developer agree that this Agreement serves as a contractual mechanism which facilitates construction of such facilities. Developer's Excess Contributions toward the improvements set forth in **Exhibit F** are estimated to exceed the dollar value of the Development Requirements City could otherwise impose on the Project without this Agreement by Thirty-Seven Million Dollars (\$37,000,000).

**5.3 Fair Share Offsite Improvement Fees.** The Offsite Improvements subject to pro rata contribution by Developer, the total estimated cost of each Offsite Improvement, the Project pro rata share percentage for each Offsite Improvement, the pro rata fair share cost for each Offsite Improvement, and the total Fair Share Fees, are as set forth in Schedule 2 of **Exhibit E**. The total Fair Share Fees is Four Million Nine Hundred Fifty Thousand Three Hundred Thirty Dollars (\$4,950,330). Fair Share Fees shall be paid to City as follows:

**5.3.1 Business Park and Commercial Business Park (BP/CBP) contribution** (Planning Areas 10, 11, and 12 as designated in the MVSP): Two Million Forty-Six Thousand Eighty-Two Dollars and Eight-Four Cent (\$2,046,082.84) shall be paid to City prior to the recordation of Final Map 38303 creating the legal Business Park, and Commercial Business Park lots (lots 4 through 7 as shown on Tentative Tract Map 38303).

**5.3.2 Commercial contribution** (Planning Area 13, as designated in the MVSP): One Million Four Hundred Ten Thousand Six Hundred Seventy-Six Dollars and Seven Cents (\$1,410,676.07) shall be paid to City prior to the earlier of (i) recordation of a final map, subsequent to the recordation of Final Map 38303, subdividing the Retail and Commercial zoned lots (lots 1 through 3 of Tentative Tract Map 38303), and (ii) issuance of a site-specific precise grading permit for the first Retail or Commercial development in Planning Area 13 (as designated in the MVSP).

**5.3.3 Residential including school and Sports Park contribution** (Planning Areas 1-6 and 7A, as designated in the MVSP): One Million Four Hundred Ninety-Three Thousand Five Hundred Seventy-One Dollars and Nine Cents (\$1,493,571.09) shall be paid to City per the following. Payments shall be made prior to recordation of the first final map in each of Planning Areas 1-6 and 7A creating any residential lot, school lot, or sports park lot.

(a) Prior to the recordation of the first final map within Planning Area 1 (as designated in the MVSP), a fee of Three Hundred Forty-Two Thousand Nine Hundred Dollars and Fifty-Five Cents (\$342,900.55) shall be paid to City.

(b) Prior to the recordation of the first final map within Planning Area 2 (as designated in the MVSP), a fee of Two Hundred Twenty-Four Thousand Thirty-Five Dollars and Sixty-Six Cents (\$224,035.66) shall be paid to City.

(c) Prior to the recordation of the first final map within Planning Area 3 (as designated in the MVSP), a fee of Three Hundred Fifty-One Thousand Three Hundred Ninety Dollars and Ninety Cents (\$351,390.90) shall be paid to City.

(d) Prior to the recordation of the first final map within Planning Area 4 (as designated in the MVSP), a fee of Two Hundred Twenty-Eight Thousand One Hundred Forty-Three Dollars and Ninety Cents (\$228,143.90) shall be paid to City.

(e) Prior to the recordation of the first final map within Planning Area 5 (as designated in the MVSP), a fee of Seventy-Five Thousand One Hundred Thirty-Five Dollars and Two Cents (\$75,135.02) shall be paid to City.

(f) Prior to the recordation of the first final map within Planning Area 6 (as designated in the MVSP), a fee of One Hundred Thirty-Seven Thousand Eight Hundred Fifty-Four Dollars and Six Cents (\$137,854.06) shall be paid to City.

(g) Prior to the recordation of the first final map within Planning Area 7A (as designated in the MVSP), a fee of One Hundred Thirty-Four Thousand One Hundred Eleven Dollars and no Cents (\$134,111.00) shall be paid to City.

**5.4 Infrastructure Easements and Rights of Way.** City and Developer shall cooperate in connection with any arrangements for granting, abandoning or relocating existing, or creating any new, utility or other easements, facilities, property rights or rights of way (collectively, "**ROW**"), necessary to effectuate the development of the Offsite Improvements; and if any such ROW is owned by Developer, City, or an agency of City, then Developer, City or such agency of City shall, at the request of Developer, subject to the rights of any third party with respect thereto, take such actions and execute such documents as may be necessary to grant, abandon, relocate and/or revest such ROW, as necessary in connection with the development of the Offsite Improvements. If and to the extent Developer requests such cooperation from City, Developer shall reimburse City for all costs and expenses incurred by City in connection with this Section 5.4. Any requested abandonment or relocation of a ROW pursuant to this Section 5.4 shall provide that any rights and/or benefits under such existing ROW shall be substantially and adequately replaced by any new ROW and/or the resulting Offsite Improvements (including, if necessary, any interim rights pending completion of the resulting McCall Boulevard Improvements).

## **5.5 McCall Boulevard Improvements.**

**5.5.1 Construction Obligation.** Developer shall, in accordance with Applicable Laws, pay for (subject to the reimbursement obligations set forth in Section 5.5.5, below)

and construct the McCall Boulevard Improvements pursuant to a Public Improvements Agreement in a form acceptable to City.

**5.5.2 Construction Timing.** Unless the Parties agree to alternate timing in accordance with Section 5.5.3, the McCall Boulevard Improvements shall be completed pursuant to the following schedule:

- *Commencement of design of the McCall Boulevard Improvements:* Within thirty (30) days following the Effective Date.
- *Completion and approval of design of the McCall Boulevard Improvements:* Within twenty-four (24) months following the Effective Date; provided, however, that this deadline may be modified to account for delays not caused by Developer and beyond Developer's control, as reasonably determined by the City Manager or their designee.
- *Commencement of physical construction of the McCall Boulevard Improvements:* Within twenty-five (25) months following the Effective Date; provided, however, that this deadline may be modified to account for delays not caused by Developer and beyond Developer's control, including, but not limited to Developer's inability (after making diligent and commercially reasonable efforts) to obtain any necessary third party right of way, real estate interests, or utility realignments, as reasonably determined by the City Manager or their designee.
- *Completion of the McCall Boulevard Improvements:* Issuance of a Subsequent Development Approval that results in any of the following: (i) cumulative Forecasted Daily Trips from the residential development components of all Subsequent Development Approvals exceeding seven thousand six hundred seventy-nine (7,679), (ii) cumulative Forecasted Daily Trips from the business park and commercial-business park development components of all Subsequent Development Approvals exceeding thirteen thousand and forty (13,040), or (iii) cumulative Forecasted Daily Trips from all Subsequent Development Approvals exceeding twenty thousand seven hundred nineteen (20,719).

**5.5.3 Alternative Construction Timing Option.** As an alternative to the schedule set forth in Section 5.5.2, the Parties may agree to a phasing plan for the McCall Boulevard Improvements that is based on the results of a mutually approved traffic study analysis/sensitivity analysis which shall be (i) funded by Developer but commissioned by City, and (ii) designed to ensure that roadway operation on and/or in the vicinity of the McCall Boulevard Improvements does not fall below LOS E. Developer's obligations with respect to construction of the McCall Boulevard Improvements, including performance and labor and materials security and warranty obligations, and City's obligations with respect to acceptance thereof, shall be set forth in a Public Improvements Agreement in a form reasonably acceptable to the City Attorney.

**5.5.4 Acceptance of Public Improvements.** The McCall Boulevard Improvements are to be offered for dedication to City for ownership, operation and maintenance consistent with the Applicable Law as it may be modified from time to time. City shall use good faith efforts to accept the McCall Boulevard Improvements within sixty (60) days after Developer's written request in accordance with the Public Improvements Agreement.

**5.5.5 Reimbursement.** City shall reimburse Developer for the McCall Excess Contribution within three (3) years following the Notice of Completion from one or more of the following sources: (i) fair share contributions from other landowners that will receive a material benefit from the McCall Boulevard Improvements, (ii) special tax or bond proceeds from a land-based financing district, including without limitation a CFD and/or a RBBB, where such proceeds are eligible for use for reimbursement of all or a portion of the McCall Excess Contribution, (iii) funds from Community Benefit Agreements for battery storage facilities, and (iv) City's General Fund. Notwithstanding the foregoing, City may reduce the McCall Excess Contribution amount, and thereby reduce City's reimbursement obligation under this Section 5.5.5, as follows:

(a) Developer shall be responsible for seeking Eligible TUMF Reimbursements/Credits from the Western Riverside Council of Governments Transportation Uniform Mitigation Fee program, and City shall be entitled to reduction in the McCall Excess Contribution in an amount equal to the Eligible TUMF Reimbursements/Credits.

(b) If City Council determines in its reasonable discretion that completion of the pedestrian bridge is not feasible within the timeframes required in Exhibit F (*i.e.*, approval of construction drawings prior to first production Certificate of Occupancy for residential development; and certificate of completion prior to issuance of Certificate of Occupancy for two hundred fiftieth (250<sup>th</sup>) residential unit), then City may waive and release Developer from its obligation to construct the pedestrian bridge and in exchange reduce the McCall Excess Contribution in an amount equal to three million nine hundred thousand dollars (\$3,900,000) *minus* the reasonable costs incurred by Developer to design and construct the pedestrian bridge prior to City making the election authorized by this Section 5.5.5(b).

## **5.6 Highway 74 Improvements.**

**5.6.1 Construction Obligation and Timing.** Developer shall, in accordance with Applicable Laws, pay for and construct the Highway 74 Improvements pursuant to a Public Improvements Agreement in a form acceptable to City.

**5.6.2 Construction Timing.** Unless the Parties agree to alternate timing in accordance with Section 5.6.3, the Highway 74 Improvements shall be completed pursuant to the following schedule:

- *Commencement of design of the Highway 74 Improvements:* Within thirty (30) days following the Effective Date.
- *Completion and approval of design of the Highway 74 Improvements:* Within thirty-six (36) months following the Effective Date; provided, however, that this deadline may be modified to account for delays not caused by Developer and beyond Developer's control, as reasonably determined by the City Manager or their designee.
- *Commencement of physical construction of the Highway 74 Improvements:* Within thirty-seven (37) months following the Effective Date; provided, however, that this deadline may be modified to account for delays not caused by Developer and beyond Developer's control, as reasonably determined by the City Manager or their designee.
- *Completion of the Highway 74 Improvements:* Issuance of a Certificate of Occupancy that causes any of the following: (i) cumulative Forecasted Daily Trips from the business park and commercial-business park development components of all Subsequent Development Approvals exceeding ten thousand seven hundred ninety-six (10,796), or (ii) cumulative Forecasted Daily Trips from all Subsequent Development Approvals in Planning Area 13 (as defined in the MVSP) exceeding zero (0).

**5.6.3 Alternative Construction Timing Option.** As an alternative to the schedule set forth in Section 5.6.2, the Parties may agree to a phasing plan for the Highway 74 Improvements that is based on the results of a mutually approved traffic study analysis/sensitivity analysis which shall be (i) funded by Developer but commissioned by City, and (ii) designed to ensure that roadway operation on and/or in the vicinity of the Highway 74 Improvements does not fall below LOS E. Developer's obligations with respect to construction of the Highway 74 Improvements, including performance and labor and materials security and warranty obligations, and City's obligations with respect to acceptance thereof, shall be set forth in a Public Improvements Agreement in a form reasonably acceptable to the City Attorney.

**5.6.4 Acceptance of Public Improvements and Notice of Completion.** The Highway 74 Improvements are to be offered for dedication to Caltrans for ownership, operation, and maintenance consistent with the Applicable Law as it may be modified from time to time. City shall use good faith efforts to accept the Highway 74 Improvements within sixty (60) calendar days of Developers' written request in accordance with the Public Improvements Agreement.

**5.7 Forecasted Daily Trip Tracking.** Prior to each Subsequent Development Approval, and prior to each Certificate of Occupancy, Developer shall provide to City Manager or their designee an update on (i) the number of Forecasted Daily Trips associated with such Subsequent Development Approval, and (ii) the cumulative number of Forecasted Daily Trips for all Subsequent Development Approvals issued as of the date of the report (and including the Forecasted Daily Trips required by subdivision "(i)" of this section, with such total subdivided into

categories for residential, business park and commercial business park, and commercial (including retail) development. Alternatively, the Parties may mutually agree to another method for periodically tracking Forecasted Daily Trip Tracking.

6. RESERVED.

7. FINANCING FOR PUBLIC IMPROVEMENTS AND SERVICES.

**7.1 Formation of CFDs and/or RBBDs.** City may request that Developer agree to form or annex the Property into one of more CFD(s) and/or RBBD(s). Developer, on behalf of itself and its successors in interest, hereby irrevocably consents to formation and/or annexation of the Property into such CFD(s) and/or RBBD(s) and waives any and all right of protest or objection with respect to such formation and/or annexation. Developer agrees to cooperate with City and take all necessary action to accomplish the formation and/or annexation of the Property into the CFD(s) and/or RBBD(s), for the purposes of funding maintenance services for the Project and/or funding improvements, including without limitation the Offsite Improvements, that benefit the Project. Developer agrees to cooperate in the imposition of assessments related to the CFD(s) and/or RBBD(s), including without limitation, if required by City, the submission of a ballot to City by Developer (or its successors in interest) in favor of the formation of and/or annexation into the CFD(s) and/or RBBD(s) and the levying of such assessments. Nothing herein shall be construed as a commitment by City to form or annexation the Property into CFD(s) and/or RBBD(s), or as a limitation on City's legislative discretion with respect thereto. Developer has agreed to the financing provisions set forth in this Section 7.1 and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement. Unless the Parties mutually agree in writing, a CFD and/or RBBD shall not be used to fund improvements or pay Development Impact Fees that are otherwise the obligation of Developer under this Agreement.

**7.2 Covenant Regarding CFD.** For avoidance of doubt, the Parties agree that this Agreement includes and constitutes a covenant not to contest the formation of and/or annexation of the Property into CFD(s) and/or RBBD(s) as set forth in Paragraph 7.1. The covenant shall be binding upon successive owners of the Property, or any portion thereof, and shall also be binding upon any and all homeowners associations that have covenants, conditions, and restrictions governing the use of the Property.

8. DEFAULT AND REMEDIES.

**8.1 Specific Performance Available.** The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance is a particularly appropriate remedy for the enforcement of this Agreement and should be available to Developer and City because the size, nature and scope of the Project, make it impractical or impossible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer and/or City may be foreclosed from other choices they may have had to utilize or condition the uses of the Property or portions thereof. Developer and City have invested significant time and resources in performing extensive planning and processing for the Project and in negotiating and agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this



Agreement, such that it would be extremely difficult to determine the sum of money which would adequately compensate Developer and/or City for such efforts. The Parties therefore agree that specific performance shall be the sole remedy available for a breach of this Agreement.

**8.2 Money Damages Unavailable.** Neither Developer nor City shall not be entitled to any monetary compensation, whether characterized as money damages or injunctive or other relief compelling the payment of money, including attorney fees, from the other Party by reason of, arising out of, based upon, or relating to (a) the interpretation, enforcement, performance, or breach of any provision of this Agreement, or (b) the respective rights or duties of any of the Parties under the Development Approvals, the Subsequent Development Approvals, any Development Requirement, the Land Use Regulations, or the Subsequent Land Use Regulations. Notwithstanding the foregoing, City may recover from Developer any fees or public benefits owed under or pursuant to this Agreement.

**8.3 Termination of Agreement.**

**8.3.1 *Termination of Agreement for Default of Developer.*** City in its discretion may terminate this Agreement for any failure of Default by Developer; provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 4.3 and thereafter providing written notice to Developer of the Default setting forth the nature of the Default and the actions, if any, required by Developer to cure such Default and, where the Default can be cured, Developer has failed to take such actions and cure such Default within thirty (30) days after the effective date of such notice or, in the event that such Default cannot be cured within such thirty (30) day period but can be cured within a longer time, as reasonably determined by City in its sole discretion, Developer has failed to commence the actions necessary to cure such Default within such thirty (30) day period and to diligently proceed to complete such actions and cure such Default.

**8.3.2 *Termination of Agreement for Default of City.*** Developer in its discretion may terminate this Agreement for any Default by City; provided, however, Developer may terminate this Agreement pursuant to this Section only after providing written notice by Developer to City of the Default setting forth the nature of the Default and the actions, if any, required by City to cure such Default and, where the Default can be cured, the failure of City to cure such Default within thirty (30) days after the effective date of such notice or, in the event that such Default cannot be cured within such thirty (30) day period, the failure of City to commence to cure such Default within such thirty (30) day period and to diligently proceed to complete such actions and to cure such Default.

**8.3.3 *Rights and Duties Following Termination.*** Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, or (ii) any Default in the performance of the provisions of this Agreement which has occurred prior to said termination.

9. INDEMNIFICATION AND THIRD PARTY LITIGATION.

**9.1 Indemnities by Developer.**

9.1.1 *General Indemnity.* Developer agrees to indemnify, protect, defend, and hold harmless the City Parties from and against any and all Claims which may arise, directly or indirectly, from the acts, omissions, or operations of Developer or Developer's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting solely from the intentional or active negligence of the City Parties. Notwithstanding the foregoing, (i) City shall have the right to select and retain counsel to defend any such action or actions and Developer shall pay the cost thereof; provided, however, that the Parties agree to attempt in good faith to coordinate and/or consolidate their defense of any Claim that is subject to the indemnification provisions of this Section; and (ii) this indemnity obligation shall not apply to any Claim for which Developer has provided a separate indemnity to City by way of a separate instrument mutually accepted by the Parties.

9.1.2 *Prevailing Wage Indemnity and Notice to Developer of Labor Code Section 1781.* In connection with, but without limiting, the indemnification obligations set forth in Section 9.1.1, Developer hereby expressly acknowledges and agrees that City is not by this Agreement affirmatively representing, and has not previously affirmatively represented, to Developer or any contractor(s) of Developer for any construction on or Development on or adjacent to the Property, in writing or otherwise, in a call for bids or any agreement or otherwise, that any work to be undertaken on the Property, as may be referred to in this Agreement or construed under this Agreement, is *not* a "public work," as defined in Labor Code Section 1720, or under any similar existing or hereinafter enacted law or regulation. The Parties agree that, in connection with the Development and construction (as defined by Applicable Law) of the Project, including, without limitation, any and all public works (as defined by Applicable Law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or federal law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. With respect to the foregoing, Developer shall be solely responsible, expressly or impliedly and legally and financially, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, and labor laws and standards, and City makes no representation, either legally and/or financially, as to the applicability or non-applicability of any federal, state and local laws to the construction of the Project as it may be amended pursuant hereto or otherwise.

Without limiting the foregoing, Developer shall indemnify, protect, defend and hold harmless the City Parties, with counsel reasonably acceptable to City, from and against "increased costs" as defined in California Labor Code Section 1781 (including City's reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) in connection with the Development or construction (as defined by Applicable Law) of or on the Property, that results or arises in any way from (1) non-compliance by Developer of the requirement, if and to the extent applicable, to pay federal or state prevailing wages and hire apprentices, or (2) failure by Developer to provide any required disclosure or identification as required by California Labor Code Sections 1720 *et seq.* including without

limitation specifically Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

**9.2 Indemnification Procedures.** Wherever this Agreement requires Developer to indemnify any City Party:

9.2.1 *Prompt Notice.* City shall promptly notify Developer in writing of any Claim.

9.2.2 *Cooperation.* City shall reasonably cooperate with Developer's defense, provided Developer reimburses City's actual reasonable out of pocket expenses (including Legal Costs) of such cooperation.

9.2.3 *Settlement.* Any settlement shall require the prior written consent of both City and Developer, which consent shall not be unreasonably withheld if the settlement is objectively financially reasonable. If City refuses to authorize a settlement that is objectively financially reasonable, it shall be responsible for costs and damages of the Claim that are in excess of those incurred through the date of City's rejection of the proposal, plus the amount of the proposal.

9.2.4 *City Cooperation.* City shall reasonably cooperate with Developer's defense, provided Developer reimburses City for its actual reasonable out of pocket expenses (including Legal Costs) of such cooperation.

9.2.5 *Insurance Proceeds.* Developer's obligations shall be reduced by net insurance proceeds City actually receives for the matter giving rise to indemnification.

**9.3 Third Party Litigation.** City shall promptly notify Developer of any Claim against City and/or any City Party, and/or any other administrative or judicial action to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement. Developer agrees to reimburse City for its reasonable Legal Costs incurred in connection with the defense of the Claim and to fully defend and indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding. City and Developer agree to cooperate in the defense of such action(s).

**9.4 Challenge to Enforceability of Specific Obligations.** The Parties have determined in good faith that each of the provisions of this Agreement are valid and enforceable. Notwithstanding, if a court of competent jurisdiction finds invalid or unenforceable any provision of this Agreement purporting to supersede or otherwise render ineffectual any federal, state, or local law or regulation in existence as of the Effective Date, Developer shall perform its obligations under such law or regulation as it existed on the Effective Date, or as otherwise specifically directed by a court of competent jurisdiction.

## 10. MORTGAGEE PROTECTION.

The Parties hereto agree that this Agreement shall not prevent or limit Developer from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City

acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with Applicable Laws, City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of Default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Default during the remaining cure period allowed such Party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. However, no Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to develop the Property or receive any benefit provided under this Agreement unless it first agrees in writing to fully comply with this Agreement and the Development Plan.

## 11. MISCELLANEOUS PROVISIONS.

**11.1 Option to Terminate Due to Litigation.** If a lawsuit is filed challenging the Development Approvals or the ordinance approving this Agreement within the time periods for the filing of such lawsuits under the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) or the State Planning and Zoning Law (Government Code Section 65000 *et seq.*), then the Parties shall meet and confer concerning the potential impact of the lawsuit on this Agreement and the Development of the Project. Within thirty (30) days of such meeting, if Developer determines that such litigation may have an unacceptable adverse impact on the Project

or its rights under this Agreement, Developer may in its discretion terminate this Agreement by sending City a written notice of such termination, and the Parties shall be relieved of any further obligations to this Agreement, to the extent that such obligations have not been performed or have been incurred prior to such termination. Developer acknowledges and agrees that if this Agreement is terminated, other than by court order, City shall have the option to restore the General Plan, the Specific Plan, and zoning to the condition that existed prior to the adoption of the Development Approvals or ordinance approving this Agreement. In no event, however, shall Developer bring or cause to bring a lawsuit in any court against City to invalidate any provision in this Agreement that would result in the ability of Developer to keep the Development Approvals without having to comply with the terms and conditions of this Agreement.

**11.2 Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5. Amendments approved by the Parties, and any termination, shall be similarly recorded.

**11.3 Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

**11.4 Estoppel Certificate.** Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in Default in the performance of its obligations set forth in this Agreement or, if in Default, to describe therein the nature and amount of any such Defaults. A Party receiving a request hereunder shall execute and return such Certificate within sixty (60) days following the receipt thereof. Any third party including a Mortgagee shall be entitled to rely on the Certificate.

**11.5 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of any Party has been materially altered or abridged by such holding.

**11.6 Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. Any dispute between City and Developer over this Agreement shall be filed, and tried, in the Superior Court of the County of Riverside, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party or in favor of City shall not be employed in interpreting this Agreement, each of the Parties having been represented by counsel in the negotiation and preparation hereof.

11.7 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.8 **Singular and Plural.** As used herein, the singular of any word includes the plural.

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

11.10 **Waiver.** Failure of 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 such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

11.11 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

11.12 **Force Majeure.** Subject to the limitations set forth below, the Term of this Agreement and the time within which any Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is rendered impossible by a Force Majeure Delay that is beyond the reasonable control of the Party seeking the extension. An extension of time shall be for the period of the Force Majeure Delay and shall commence to run from the time of the commencement of the cause, if written notice by the Party claiming such extension is sent to the other Parties within ten (10) days of the commencement of the cause. If written notice is sent after such ten (10) day period, then the extension shall commence to run upon the receipt of such notice. the cumulative extensions for mediation, arbitration, litigation, or other administrative or judicial proceeding commenced by a third party and involving the Development Approvals or Subsequent Development Approvals or this Agreement shall not exceed fifteen (15) months, unless otherwise agreed to in writing in accordance with Section 11.13. The cumulative extensions of time for all other categories and types of Force Majeure Delays for individual performance obligations hereunder shall not exceed six (6) months. The cumulative extensions of the expiration of this Agreement as a result of Force Majeure Delays shall not exceed eighteen (18) months, unless otherwise agreed to in writing in accordance with Section 11.13.

11.13 **Extension of Time Limits.** The time limits set forth in this Agreement may be extended by mutual consent in writing of the Parties without amendment to this Agreement. Except as otherwise specified in this Agreement, each Party may agree or refuse to agree to any extension of time in its sole and absolute discretion.

11.14 **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

11.15 **Successors in Interest.** As provided in Government Code Section 65868.5, and except as otherwise provided in this Agreement, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon, and inure to the benefit of, City

and Developer, and their respective duly authorized successors and assigns. In no event shall this Agreement impose obligations.

**11.16 Counterparts.** This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if each of the Parties had executed the same instrument.

**11.17 Project as a Private Undertaking.** It is specifically understood and agreed by and between the Parties hereto that the Development of the Project is a private undertaking, that no Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property and the owner of such property.

**11.18 Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any Party at any time, the other Parties shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

**11.20 Amendments in Writing/Cooperation.** Except as provided in Section 11.20.1 below, this Agreement may be amended only by written consent of both Parties or their successors-in-interest or assignees. Any amendment to this Agreement shall comply with the process requirements of the Development Government Code provisions for the amendment of Development Agreements.

**11.20.1 Modifications Delegated to the City Manager.** The City Manager is delegated the authority to make the following categories of modifications to this Agreement:

(a) Clerical and Conforming Revisions. The City Manager is authorized to correct typographical errors, references to draft documents, statutes, ordinances, page numbers, maps, and make similar clerical and conforming changes to this Agreement, or to any of the documents contemplated herein. If the City Manager elects to record any revised version of a previously-recorded document contemplated by this Agreement in order to reflect any clerical and confirming changes: (i) the City Manager shall provide Developer with thirty (30) days written notice of intent to record the revised document; (ii) the Parties agree that after thirty (30) days' notice City Manager may record the revised document; and (iii) the Parties agree that the date upon which the original version of the

document was recorded shall remain and be deemed to be that document's date of recordation.

(b) Incorporation and Identification of Subsequent Development Approvals. The City Manager is authorized to, at their discretion or upon request by Developer, execute and record in the Official Records a Notice of Subsequent Development Approval.

(c) Administrative Adjustments. The City Manager is authorized, in their discretion, to enter into Administrative Adjustments and shall not, except to the extent otherwise required by law, require notice of public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to execute an Administrative Adjustment or, in their discretion, seek approval of an Administrative Adjustment by City resolution.

**11.21 Authority to Execute.** The Person or Persons executing this Agreement on behalf of Developer warrants and represents that he/they have the authority to execute this Agreement on behalf of his/their corporation, partnership or business entity and warrants and represents that he/they has/have the authority to bind Developer to the performance of its obligations hereunder.

**11.22 Notice.** Any notice or communication required under this Agreement between the City and Developer must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated below as the Party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices delivered by facsimile transmission shall be deemed to have been given on the first business day following the date of transmission to the facsimile number. A Party may at any time, by giving ten (10) days' written notice to the other Parties, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

|               |   |
|---------------|---|
| To Developer: | Minor Ranch LLC<br>3200 Park Center Drive<br>Suite 1000<br>Costa Mesa, CA 92626<br>Attention: Dave Bartlett, Vice-President |
|---------------|---|

|                 |   |
|-----------------|---|
| With a copy to: | Songstad Randall Coffee Humphrey<br>3200 Park Center Drive<br>Suite 950<br>Costa Mesa, CA 92626<br><br>Attention: Tim Randall |
|-----------------|---|

|          |                 |
|----------|-----------------|
| To City: | City of Menifee |
|----------|-----------------|



City Hall  
29844 Haun Rd  
Menifee, California 92586  
Attn: City Manager

With a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

[Signatures Attached]

City: CITY OF MENIFEE

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

(SEAL)

Developer: Minor Ranch LLC, a Delaware  
limited liability company.

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

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 )  
 ) ss:  
COUNTY OF )

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_  
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

## **EXHIBIT A**

### **Legal Description of the Property**

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

PARCEL 1 (APN: 331-260-006, 331-260-007, 331-260-008, 331-260-009, AND 331-260-012)

LOTS 100, 101, 102, 103, 104, 105, 106, 107, 108, AND 109 OF ROMOLA FARMS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 20 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT "B" (MCKINLEY ROAD) ADJOINING LOTS 105 THROUGH 112 OF SAID ROMOLA FARMS NO. 2.

TOGETHER WITH LOT "A" (MENIFEE ROAD) ADJOINING LOTS 100 THROUGH 104, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

EXCEPT THOSE PORTIONS DESCRIBED AS PARCELS 1 AND 2 IN THE DEED TO SOUTHERN SURPLUS REALTY CO., RECORDED JUNE 1, 1973, AS INSTRUMENT NO. 71076 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.

ALSO, EXCEPT THAT PORTION OF SAID LOT 101, AS DESCRIBED IN JUDGMENT AND FINAL DISTRIBUTION IN SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, CASE NO. NEP 13893, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 18, 1973, AS INSTRUMENT NO. 78707 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ON THE NORTH LINE OF SAID LOT 637.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 66 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT 66 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (APN: 331-270-005):

LOTS 1542 THROUGH 1557 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT "E" (MCKINLEY ROAD), ADJOINING LOTS 1542 THROUGH 1549 OF SAID ROMOLA FARMS NO. 15.

TOGETHER WITH THOSE PORTIONS OF LOT "O" (ROMOLA BOULEVARD) AND LOT "F" (MALAGA ROAD) ADJOINING LOTS 1550 THROUGH 1557, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "T" (MCLAUGHLIN ROAD) ADJOINING LOTS 1549 AND 1550, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

EXCEPT THEREFROM LOT "E" THAT PORTION DESCRIBED AS PARCEL 2 IN THE DEED TO SOUTHERN SURPLUS REALTY CO., RECORDED JUNE 1, 1973, AS INSTRUMENT NO. 71076 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.

EXCEPT THEREFROM THAT PORTION CONTAINED IN ROADWAY DEDICATION RECORDED APRIL 20, 2015, AS INSTRUMENT NO. 2015-0157535 OF OFFICIAL RECORDS.

PARCEL 3 (APN: 331-300-013):

THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF EXCEPT THAT PORTION INCLUDED WITHIN THE EXTERIOR BOUNDARY LINES OF

ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS.

ALSO, EXCEPT ANY PORTION INCLUDED IN ROADS ALONG THE NORTH AND EAST SIDES OF SAID LAND, STATE HIGHWAY 74, ALSO KNOWN AS ROMOLA BLVD., AND BRIGGS ROAD.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1994, AS INSTRUMENT NO. 253035 OF OFFICIAL RECORDS.

ALSO, EXCEPT THEREFROM THAT PORTION CONVEYED TO PERRIS UNION HIGH SCHOOL DISTRICT, BY A DOCUMENT RECORDED APRIL 22, 2003, AS INSTRUMENT NO. 2003-283189 OF OFFICIAL RECORDS.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 6, 2018, AS INSTRUMENT NO. 2018-0084786 OF OFFICIAL RECORDS.

PARCEL 4 (APNS: 331-300-002 AND 331-300-007):

LOTS 1563, 1564, 1565, 1582, 1583, 1584, 1595, 1596, 1597, 1614, 1615, AND 1616 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT H (MATEROS ROAD) OF SAID ROMOLA FARMS NO. 15.

TOGETHER WITH LOT "G", THE EAST HALF OF (MALAGA ROAD) ADJOINING LOTS 1563 THROUGH 1565, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE NORTH HALF OF LOT "R" (MCLAUGHLIN ROAD) ADJOINING LOTS 1565, 1582, 1597, AND 1614, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "A" (BRIGGS ROAD) LYING ADJACENT TO LOTS 1614 AND 1615 WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

ALSO, EXCEPT THEREFROM THAT PORTION CONVEYED TO PERRIS UNION HIGH SCHOOL DISTRICT, BY A DOCUMENT RECORDED APRIL 22, 2003, AS INSTRUMENT NO. 2003-283189 OF OFFICIAL RECORDS.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 6, 2018, AS INSTRUMENT NO. 2018-0084786 OF OFFICIAL RECORDS.

PARCEL 5 (APN: 331-260-005):

THAT PORTION OF LOT 101 OF ROMOLA FARMS NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 20 OF MAPS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 101; THENCE EAST ON THE NORTH LINE OF SAID LOT 63, 7.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT, 66 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT 66 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (APN: 331-280-005):

LOTS 984 TO 988, 1012 TO 1017 AND THE WEST 20 FEET OF THAT PORTION OF LOT L (MCKINLEY ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656, OF OFFICIAL

RECORDS, ADJOINING LOTS 1012 THROUGH 1017 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THE EAST HALF OF LOT "K" (MENIFEE ROAD) ADJOINING LOTS 984 THROUGH 987, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "B" (MCLAUGHLIN ROAD) ADJOINING LOTS 984 AND 1017, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

PARCEL 7 (APN: 331-290-004):

LOTS 1018 THROUGH 1024, LOT 1024A, LOTS 1044 THROUGH 1051, AND THE EAST 20 FEET OF THAT PORTION OF LOT L (MCKINLEY ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, ADJOINING LOTS 1018 THROUGH 1023, OF ROMOLA FARMS NO. 10 AS PER PLAT RECORDED IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

TOGETHER WITH LOT "B" (MCLAUGHLIN ROAD) ADJOINING LOTS 1018 AND 1051, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "Q" (MALAGA ROAD) ADJOINING LOTS 1044 THROUGH 1051, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE NORTH HALF OF LOT "D" (ROUSE ROAD) ADJOINING LOT 1044, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

PARCEL 8 (APNS: 333-170-006 AND 333-170-012):

LOTS 1043, 1052, 1053, 1053A, 1066 THROUGH 1073, 1080, 1081, 1082, AND 1083 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF LOT "D" (ROUSE ROAD) ADJOINING LOTS 1043, 1052, 1069, 1070 AND 1083, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

ALSO, TOGETHER WITH THAT PORTION OF LOT "P" (MALAGA ROAD) ADJOINING LOTS 1043 AND 1052 WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

ALSO, TOGETHER WITH THAT PORTION OF MATTHEWS AVENUE (FORMERLY ROMOLA AVENUE) ADJOINING LOTS 1043, 1052, 1053, 1053A, 1066, AND 1067, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE WEST HALF OF LOT "U" (BRIGGS ROAD FORMERLY ALICANTES ROAD) ADJOINING LOTS 1080 THROUGH 1082, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "R" (MATEROS ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, ADJOINING LOTS 1066 THROUGH 1070, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THAT PORTION OF MATTHEWS AVENUE (FORMERLY ROMOLA AVENUE) ADJOINING LOT 1073, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

PARCEL 9 (APN: 333-170-011):

THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE PORTION THEREOF INCLUDED IN ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, THE PORTION THEREOF INCLUDED IN THE RIGHT OF WAY OF CALIFORNIA SOUTHERN RAILWAY:

ALSO EXCEPTING THE PORTION THEREOF SHOWN AS "SCHOOL LOT, 2.10 ACRES" ON SAID MAP OF ROMOLA FARMS NO. 10.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 27, 1965, AS INSTRUMENT NO. 110651 OFFICIAL RECORDS.

PARCEL 10 (APNS: 331-300-004 AND 331-300-005):

LOTS 1566 THROUGH 1581, AND LOTS 1598 THROUGH 1613 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH LOT "B" (MATEROS ROAD) ADJOINING LOTS 1574 THROUGH 1581 AND 1598 THROUGH 1605, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

ALSO, TOGETHER WITH THE SOUTH HALF OF LOT "R" (MCLAUGHLIN ROAD) ADJOINING LOTS 1566, 1574 THROUGH 1581, 1598 THROUGH 1605, AND 1613, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.



ALSO, TOGETHER WITH THE NORTH HALF OF (ROUSE ROAD) ADJOINING LOTS 1573, 1574, AND 1605, 1606, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

PARCEL 11 (APN: 333-170-013):

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 20 RODS; THENCE SOUTH 20 RODS; THENCE EAST 20 RODS; THENCE NORTH 20 RODS TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION INCLUDED IN ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO, EXCEPT THEREFROM ANY PORTION INCLUDED IN ROUSE ROAD AND ALICANTES ROAD, AS SHOWN ON ABOVE REFERRED TO MAP.

PARCEL 12

A WATER EASEMENT AND WELL SITE EASEMENT AS GRANTED IN GRANT DEED RECORDED APRIL 22, 2003, AS INSTRUMENT No. 2003-283190 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

WATER EASEMENT

THOSE PORTIONS OF LOTS 1615 AND 1616 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15 OF MAPS AT PAGES 98 THROUGH 100 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF SAID ROMOLA FARMS NO. 15, A DISTANCE OF 105.67 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 39.00 FEET, MEASURED AT RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2158.21 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 20.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 59.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2158.21 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.



## WELL SITES

### PARCEL 1

THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF ROMOLA FARMS NO. 15, AS SHOWN ON MAP ON FILE IN BOOK 15 OF MAPS, AT PAGES 98 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 80.21 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID BRIGGS ROAD PER DOCUMENT RECORDED JUNE 24, 1994, AS INSTRUMENT NO. 253035, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 48.00 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 52.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 92.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 48.00 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 52.00 FEET TO THE TRUE POINT OF BEGINNING.

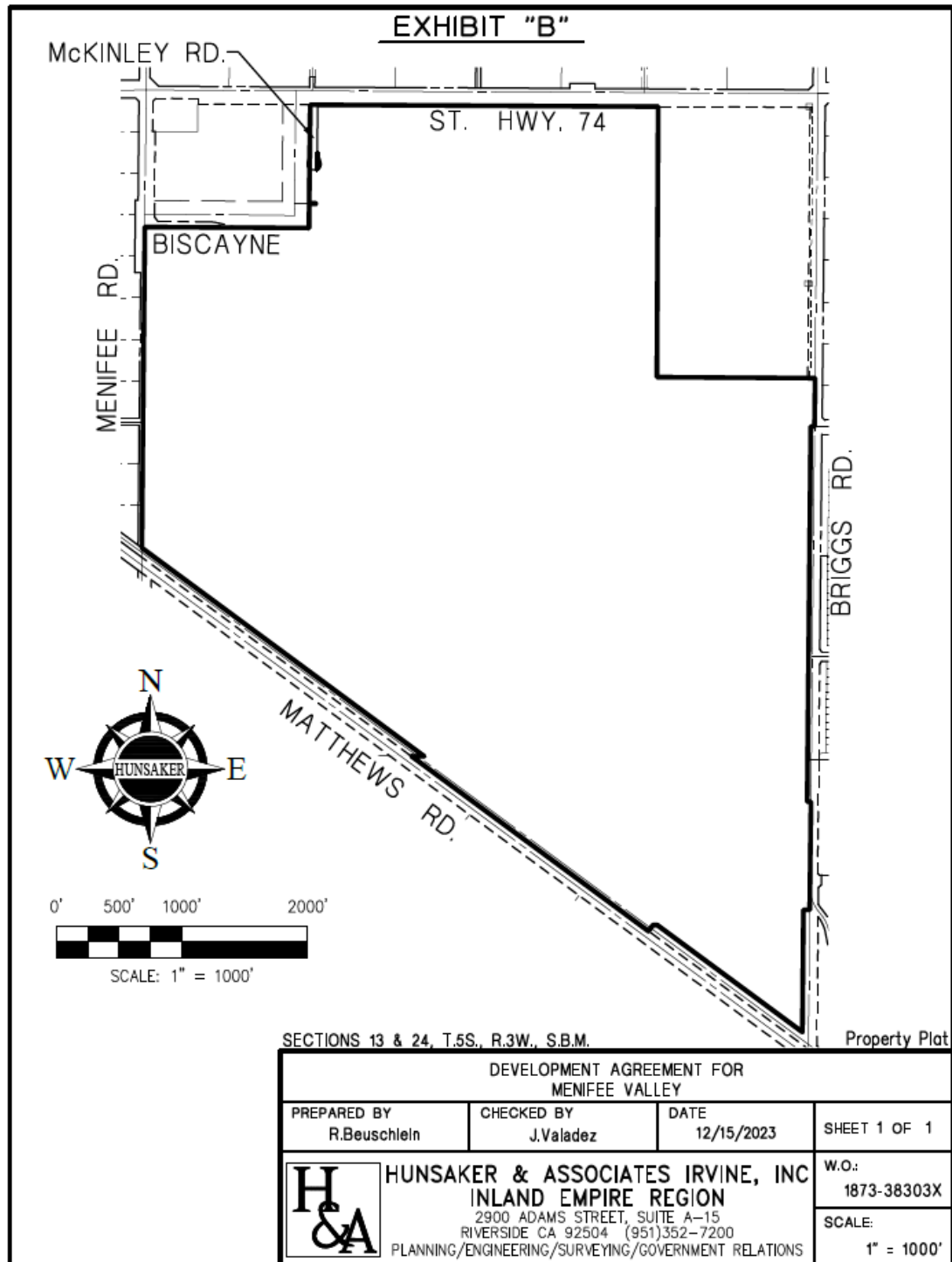
### PARCEL 2

THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

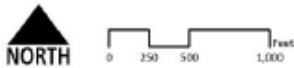
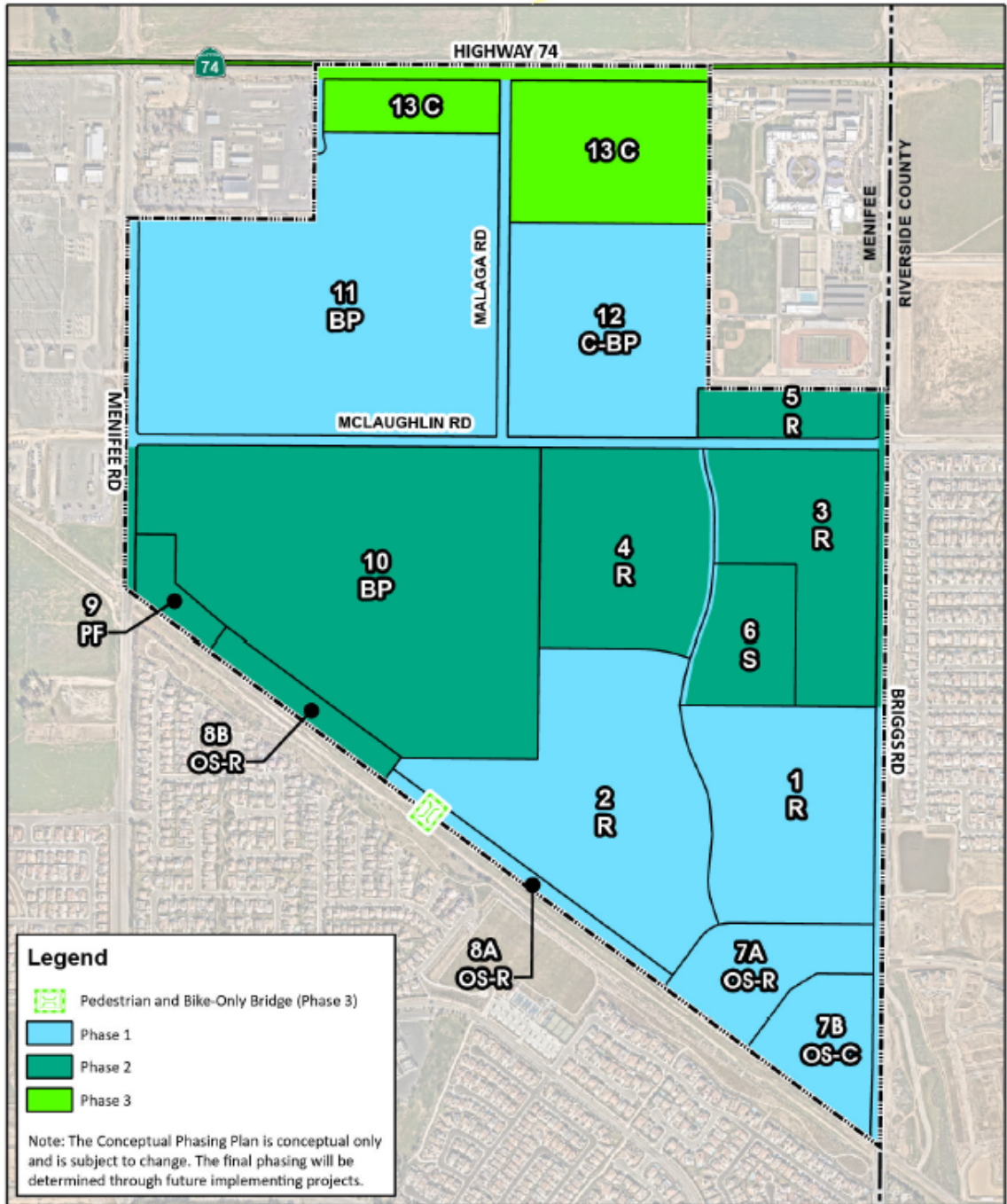
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF ROMOLA FARMS NO. 15, AS SHOWN ON A MAP ON FILE IN BOOK 15 OF MAPS, AT PAGES 98 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 1491.48 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID BRIGGS ROAD, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 60.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 90.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

## EXHIBIT B

### Map Showing Property and Its Location



**EXHIBIT C**  
**Conceptual Phasing Plan**



*Conceptual Phasing Plan*

**EXHIBIT D**

**RESERVED**

## **EXHIBIT E<sup>1</sup>**

### **Offsite Improvements and Fair Share Obligations**

#### **Schedule 1: Offsite Improvements Constructed by Developer**

##### **Offsite Intersection Improvements**

###### **Highway 74 at Meniffee (Int 47)**

1. Northbound: 2 left turn lanes, 2 through lanes, 2 right turn lanes
2. Southbound: 2 left turn lanes, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 3 through lanes, 1 right turn lane
4. Westbound: 2 left turn lanes, 1 through lane, 1 through/right turn lane

###### **Highway 74 at McKinley (Int 52)**

1. Northbound: 1 left turn lane, 1 right turn lane
2. Southbound: N/A
3. Eastbound: 3 through lanes, 1 right turn lane
4. Westbound: 1 left turn lanes, 2 through lanes

###### **Highway 74 at Malaga (Int 53)**

1. Northbound: 2 left turn lanes, 1 through lane striped out in interim, 1 right turn lane
2. Southbound: N/A
3. Eastbound: 2 left turn lanes striped out in interim, 3 through lanes, 1 right turn lane
4. Westbound: 2 left turn lanes, 2 through lanes

###### **Highway 74 at Briggs (Int 56)**

1. Northbound: 2 left turn lanes, 2 through lanes, 1 right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
3. Eastbound: 2 left turn lanes with on lane striped out in interim, 3 through lanes, 1 right turn lane
4. Westbound: 2 left turn lanes, 2 through lanes, 1 right turn lane

###### **Meniffee at Biscayne (Int 48)**

1. Northbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left/through/right turn lane
4. Westbound: 1 left turn lane, 1 through/right turn lane

###### **Meniffee at McLaughlin (Int 49)**

1. Northbound: 2 left turn lanes, 3 through lanes, 1 right turn lanes
2. Southbound: 2 left turn lanes, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 1 through lane, 1 right turn lane (2 eastbound lanes on departure side dropping to 1 lane to accept 2xSBL from Meniffee)
4. Westbound: 2 left turn lanes, 1 through lane, 1 right turn lane (2 westbound lanes on departure side dropping to 1 lane (to accept 2xNBL from Meniffee)

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<sup>1</sup> **This is the Current Version of Exhibit E as of January 4, 2024. It is subject to City staff review and verification.**



**Schedule 1: Offsite Improvements Constructed by Developer, continued**

**Menifee at Project Drive 1/Civic Property (Int 50)**

1. Northbound: 2 through lanes, 1 through/right turn lane
2. Southbound: 1 left turn lane, 2 through lanes
3. Eastbound: N/A
4. Westbound: 1 left/right turn lane

**Briggs at Heritage Highschool Driveway (Int 57)**

1. Northbound: 1 left turn lane, 2 through lanes
2. Southbound: 2 through lanes, 1 right turn lane
3. Eastbound: 1 left turn lane, 1 right turn lane
4. Westbound: N/A

**Briggs at McLaughlin (Int 58)**

1. Northbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 1 left/through/right turn lane
4. Westbound: 1 left turn lane, 1 through/right turn lane

**Briggs at Project Driveway 5 (Int 59) (not signalized)**

1. Northbound: 2 through lanes
2. Southbound: 1 through lane, 1 through/right turn lane
3. Eastbound: 1 right turn lane
4. Westbound: N/A

**Briggs at Meadow Oak (Int 60)**

1. Northbound: 1 left turn lane, 1 through lanes, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 1 through/right turn lane
4. Westbound: 1 left turn lane, 1 through/right turn lane

**Briggs at Project Driveway 6 (Int 61) (not signalized)**

1. Northbound: 2 through lanes
2. Southbound: 1 through lane, 1 through/right turn lane
3. Eastbound: 1 right turn lane
4. Westbound: N/A

**Briggs at Hillridge Street (Int 62)**

1. Northbound: 1 left turn lane, 1 through lanes, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 1 through/right turn lane
4. Westbound: 1 left turn lane, 1 through/right turn lane

## **Schedule 1: Offsite Improvements Constructed by Developer, continued**

### **Briggs at Matthews (Int 63)**

1. Northbound: 1 through lanes, 1 through/right turn lane
2. Southbound: 1 left turn lane, 2 through lanes
3. Eastbound: NA
4. Westbound: 1 left turn lane, 1 right turn lane

### **McCall at Encanto (Int 70)**

1. Northbound: 1 left turn lane, 1 through lane, 1 right turn lane
2. Southbound: 1 left turn lane, 1 through/right turn lane
3. Eastbound: 1 left turn lane, 1 through lane, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

### **McCall at Sherman (Int 71)**

1. Northbound: 1 left turn lane, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

### **McCall at Via Entrada/Hillpointe Drive (no Intersection #)**

1. Northbound: 1 left/through/right turn lane
2. Southbound: 1 left/through/right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

### **McCall at Antelope (Int 72)**

1. Northbound: 1 left turn lane, 1 through/right turn lane
2. Southbound: 1 left turn lane, 1 through lane, 1 right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

### **McCall at Aspel (no Intersection #) (not signalized)**

1. Northbound: 1 left/through/right turn lane
2. Southbound: 1 left/through/right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

### **McCall at Menifee Medical Center/Oakhurst Avenue (no Intersection #)**

1. Northbound: 1 left/through/right turn lane
2. Southbound: 1 left/through/right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane

## **Schedule 1: Offsite Improvements Constructed by Developer, continued**

### **McCall at Junipero (Int 73)**

1. Northbound: 1 left/through/right turn lane
2. Southbound: 1 left turn/through lane, 1 right turn lane
3. Eastbound: 1 left turn lane, 2 through lanes, 1 through/right turn lane
4. Westbound: 1 left turn lane, 3 through lanes, 1 right turn lane

### **McCall at Menifee (Int 74)**

1. Northbound: 2 left turn lanes, 2 through lanes, 1 through/right turn lane
2. Southbound: 2 left turn lanes, 2 through lanes, 2 right turn lane
3. Eastbound: 2 left turn lanes, 3 through lanes, 1 right turn lane
4. Westbound: 2 left turn lanes, 2 through lanes, 1 right turn lane

## **Offsite Roadway Segment Improvements**

### **Highway 74: West of Menifee:**

- 2 eastbound lanes transitioning to 3 lanes
- 2 westbound lanes (no curb)

### **Highway 74: Menifee to Briggs**

- 3 eastbound lanes
- 2 westbound lanes (no curb)

### **Highway 74: East of Briggs**

- 3 eastbound lanes dropping to 2 lanes
- 2 westbound lanes (no curb)

### **Menifee: North of Highway 74**

- 2 northbound lanes dropping to 1 lane (no curb)
- 1 southbound lane transitioning to 2 lanes (no curb)

### **Menifee: Highway 74 to Matthews**

- 3 northbound lanes
- 2 southbound lanes

### **Menifee: South of Matthews**

- 2 northbound lanes
- 2 southbound lanes dropping to 1 lane (no curb)

### **Briggs: North of Highway 74**

- 2 northbound lanes dropping to 1 lane (no curb)
- 1 southbound lane transitioning to 2 lanes (no curb)



**Schedule 1: Offsite Improvements Constructed by Developer, continued**

Briggs: Highway 74 to Matthews

- 2 northbound lanes
- 2 southbound lanes

Briggs: South of Matthews

- 1 northbound lane transitioning to 2 northbound lanes
- 2 southbound lanes

McCall: Encanto to Menifee

- 3 eastbound lanes
- 3 westbound lanes

McLaughlin: Menifee to Matthews

- 1 eastbound lane on approach side, 2 eastbound lanes on departure side dropping to 1 lane (to accept 2xSBL from Menifee)
- 1 westbound lane on approach side, 2 westbound lanes on departure side dropping to 1 lane (to allow for 2xNBL from Menifee)
- 44' curb to curb

Matthews: McLaughlin to 250' SE of Encanto

- 1 northwestbound lane
  - 1 southwestbound lane
  - 46' curb to curb (to match existing widened sections)
-

Schedule 2: Total Fair Share Fees to be Paid by Developer

| Offsite Improvement - Intersection  | Net Total Improvement Cost | Project Pro Rata Share Percentage | Project Pro Rata Fair Share Cost (*) |
|---|----------------------------|-----------------------------------|--------------------------------------|
| 4. Cambern Avenue/Central Avenue - SR-74                                      | \$5,000                    | 10.13%                            | \$510                                |
| 6. El Toro Cutoff Road/Central Avenue - SR-74                                 | \$594,000                  | 4.65%                             | \$27,630                             |
| 10. SR-74/River Road  | \$593,990                  | 5.93%                             | \$35,230                             |
| 14. C Street/4th Street - SR-74   | \$5,000                    | 21.63%                            | \$1,090                              |
| 15. D street/4th Street - SR-74   | \$5,000                    | 13.82%                            | \$700                                |
| 16. Perris Boulevard/4th Street - SR-74                                       | \$5,000                    | 7.31%                             | \$370                                |
| 19. Redlands Avenue/4th Street - SR-74  | \$346,000                  | 10.66%                            | \$36,890                             |
| 22. Dunlap Drive/Nuevo Road   | \$47,910                   | 2.82%                             | \$1,360                              |
| 23. Menifee Road/Nuevo Road   | \$4,209,500                | 5.21%                             | \$219,320                            |
| 24. Menifee Road/Porter Street/Central Avenue                                 | \$1,231,770                | 11.10%                            | \$136,730                            |
| 25. Menifee Road/San Jacinto Avenue   | \$1,277,650                | 12.16%                            | \$155,370                            |
| 26. Menifee Road/Ellis Avenue   | \$1,035,420                | 18.15%                            | \$187,930                            |
| 27. Menifee Road/Mapes Road   | \$732,870                  | 18.83%                            | \$138,000                            |
| 30. Trumble Road/SR-74  | \$235,700                  | 44.53%                            | \$104,960                            |
| 34. Palomar Road/SR-74  | \$594,420                  | 49.10%                            | \$291,870                            |
| 35. Goetz Road/Ethanac Road   | \$864,220                  | 2.94%                             | \$25,410                             |
| 36. Murrieta Road/Ethanac Road  | \$1,040,740                | 5.01%                             | \$52,150                             |
| 37. Barnett Road/Ethanac Road   | \$20                       | 8.28%                             | \$10                                 |
| 40. I-215 NB Ramps/Ethanac Road   | \$150,580                  | 22.81%                            | \$34,350                             |
| 41. Encanto Drive/Ethanac Road  | \$110,700                  | 25.77%                            | \$28,530                             |
| 42. Sherman Road/Ethanac Road   | \$1,000,380                | 38.31%                            | \$383,250                            |
| 43. Jackson Avenue/Ethanac Road   | \$473,340                  | 48.15%                            | \$227,920                            |
| 44. Antelope Road/Ethanac Road  | \$225,870                  | 50.72%                            | \$114,570                            |
| 45. Palomar Road/Matthews Road  | \$1,234,280                | 38.46%                            | \$474,710                            |
| 46. Menifee Road/Watson Road  | \$923,420                  | 20.63%                            | \$190,510                            |
| 55. Briggs Road/Watson Road   | \$664,990                  | 11.28%                            | \$75,020                             |
| 77. Briggs Road/McCall Boulevard  | \$460                      | 20.52%                            | \$100                                |
| 81. Briggs Road/Simpson Road  | \$1,105,190                | 9.37%                             | \$103,560                            |
| 85. Murrieta Road/Newport Road  | \$252,900                  | 5.14%                             | \$13,000                             |
| 86. Evans Road/Newport Road   | \$5,000                    | 13.28%                            | \$670                                |
| 87. Bradley Road/Newport Road   | \$5,000                    | 14.75%                            | \$740                                |
| 89. Haun Road/Newport Road  | \$5,000                    | 17.82%                            | \$900                                |
| 92. Antelope Road/Newport Road  | \$5,000                    | 9.43%                             | \$480                                |
| 93. Menifee Road/Newport Road   | \$5,000                    | 11.95%                            | \$600                                |
| 97. Vista Place - Winchester Road (SR-79)/SR-74                               | \$697,170                  | 36.75%                            | \$256,210                            |
| 98. Warren Road/Florida Avenue  | \$5,000                    | 22.38%                            | \$1,120                              |
| 100. Sanderson Avenue/Florida Avenue  | \$5,000                    | 18.20%                            | \$910                                |
| 101. Sanderson Avenue/Acacia Avenue   | \$5,000                    | 12.46%                            | \$630                                |
| 108. San Jacinto Street/Florida Avenue  | \$5,000                    | 10.02%                            | \$510                                |
| <b>Total Project Pro Rata Fair Share Costs - Intersection Improvements</b>    |                            |                                   | <b>\$3,323,820</b>                   |
|   |                            |                                   |                                      |
| Offsite Improvement - Roadway Segment   | Net Total Improvement Cost | Project Pro Rata Share Percentage | Project Pro Rata Fair Share Cost (*) |
| 41. Nuevo Road between Dunlap Drive and Menifee Road                          | \$24,922,270               | 3.43%                             | \$854,830                            |
| 45. Ethanac Road between Case Road and I-215 SB Ramps                         | \$1,100                    | 6.20%                             | \$70                                 |
| 65. Simpson Road between Lindenberger Road and Briggs Road                    | \$1,083,260                | 18.43%                            | \$199,640                            |
| 88. Menifee Road between Matthews Road and McCall Blvd                        | \$1,422,100                | 40.22%                            | \$571,970                            |
| <b>Total Project Pro Rata Fair Share Costs - Roadway Segment Improvements</b> |                            |                                   | <b>\$1,626,510</b>                   |
|   |                            |                                   |                                      |
| <b>Total Fair Share Fees to be Paid by Developer</b>                          |                            |                                   | <b>\$4,950,330</b>                   |
| (*) Project Fair Share Pro Rata Costs are rounded up to next \$10 increment   |                            |                                   |                                      |

Above information from Table A - Intersection Improvement Cost Estimates, and Table B - Roadway Segment Improvement Cost Estimates, both as prepared by LSA and dated 12/22/2023

**Schedule 3: Developer's Fair Share Obligation for McCall Improvements**

| McCall Boulevard Improvements - Intersection                                | Net Total Improvement Cost | Project Pro Rata Share Percentage | Project Pro Rata Fair Share Cost (*) |
|---|----------------------------|-----------------------------------|--------------------------------------|
| 70. Encanto Drive/McCall Boulevard  | \$631,960                  | 34.45%                            | \$217,720                            |
| 71. Sherman Road/McCall Boulevard   | \$859,000                  | 38.10%                            | \$327,280                            |
| 72. Antelope Road/McCall Boulevard  | \$1,168,780                | 37.24%                            | \$435,260                            |
| 73. Junipero Road/McCall Boulevard  | \$961,970                  | 40.65%                            | \$391,050                            |
| 74. Menifee Road/McCall Boulevard   | \$3,201,540                | 39.06%                            | \$1,250,530                          |
| <b>Total Project Pro Rata Fair Share Costs - Intersection Improvements</b>  |                            |                                   | <b>\$2,621,840</b>                   |
| McCall Boulevard Improvements - Roadway Segment                             | Net Total Improvement Cost | Project Pro Rata Share Percentage | Project Pro Rata Fair Share Cost (*) |
| 57. McCall Boulevard between Encanto Drive and Sherman Road                 | \$2,530,080                | 35.38%                            | \$895,150                            |
| 58. McCall Boulevard between Sherman Road and Antelope Road                 | \$3,194,590                | 34.09%                            | \$1,089,040                          |
| 59. McCall Boulevard between Antelope Road and Junipero Road                | \$5,322,970                | 37.49%                            | \$1,995,590                          |
| 60. McCall Boulevard between Junipero Road and Menifee Road                 | \$384,620                  | 41.41%                            | \$159,280                            |
| <b>Total Project Pro Rata Fair Share Costs - Roadway Segments</b>           |                            |                                   | <b>\$4,139,060</b>                   |
| <b>Total Estimated Pro Rata Fair Share Obligation</b>                       |                            |                                   | <b>\$6,760,900</b>                   |
| <b>Grand Total Estimated Improvement Costs</b>                              | <b>\$18,255,510</b>        |                                   |                                      |
| <b>Total Fair Share Obligation as Percentage of Total Improvement Costs</b> |                            | <b>37%</b>                        |                                      |
| <b>McCall Excess Contribution as Percentage of Total Improvement Costs</b>  |                            | <b>63%</b>                        |                                      |
| (*) Project Fair Share Pro Rata Costs are rounded up to next \$10 increment |                            |                                   |                                      |

Note: Developer is constructing improvements and therefore not subject to payment of the McCall Boulevard Fair Share Fees

Above information from Table A - Intersection Improvement Cost Estimates, and Table B - Roadway Segment Improvement Cost Estimates, both as prepared by LSA and dated 12/22/2023

## **EXHIBIT F**

### **Community-Wide and Area-Wide Infrastructure and Park Benefits**

| Infrastructure/Park Feature                   | Developer Provides  | Developer Receives   | Timing <sup>2</sup>  | Developer's Excess Contributions   |
|---|---|--|--|--|
| <b>1. Fire Station / Public Facility Site</b> | <p>Developer shall dedicate fee title to approximately 4.87 acres free and clear of liens and encumbrances for the development of a Fire Station and/or Public Facility</p> <p>Developer shall contribute \$10 million to City for the construction of a Fire Station and/or Public Facility on the site.</p> | <p>Development Impact Fee credits in an amount not to exceed Fire DIF otherwise applicable to the Project, estimated at \$2.7 million.</p> | <p><u>Site Conveyance:</u> A Grant Deed conveying a legal lot for the fire station shall be provided to City in a form acceptable to City Attorney, within ten (10) business days following recordation of Final Map 38303.</p> <p><u>Pad Ready:</u> Mass grading and utility stubs to property of all utility types shall be completed no later than April 1, 2025.</p> <p><u>Frontage Improvements:</u> All frontage improvements shall be completed no later than the earlier of (i) sixty (60) days prior to issuance of the first Certificate of Occupancy for Business Park/Commercial Business Park and (ii) April 1, 2026.</p> <p><u>Financial Contribution:</u> Developer shall pay to City \$2.5 million of the \$10 million contribution prior to the earlier of issuance of first residential building permit or April 1, 2024 and the remaining \$7.5 million prior to April 1, 2025.</p> | <p>Land Value:</p> <p>\$3.3 million</p> <p>Fire Station Contribution:</p> <p>\$10 million</p> <p><b>Total Excess Contribution:</b></p> <p>\$10.6 million</p> |
| <b>2. Sports/Aquatic Park (16.7 Acres)</b>    | <p>Developer shall build and dedicate the Sports/Aquatic Park.</p>  | <p>Development impact fee credit in an amount not to exceed Park DIF otherwise</p>   | <p>Plot Plan must be approved within 6 months following recordation of the tract map creating Park Lot.</p>  | <p>Land Value:</p> <p>\$11.4 million (required by Quimby Act)</p>  |

<sup>2</sup> Notwithstanding the times set forth in this table, the parties may, in their sole and absolute respective discretion, mutually agree to modify timing for the delivery of the improvements described in this Exhibit F, without the need for an amendment to the Agreement.

| Infrastructure/Park Feature       | Developer Provides  | Developer Receives   | Timing <sup>2</sup>  | Developer's Excess Contributions  |
|-----------------------------------|---|--|--|---|
|                                   |   | <p>applicable to the Project, estimated at \$1.7 million.</p> <p>Conveyance of the land for the Sports Park shall satisfy a portion of Developer's Quimby Act obligations.</p> | <p>Construction drawings must be approved prior to 1<sup>st</sup> production Certificate of Occupancy for residential development.</p> <p>The Park must be complete and open to the public prior to issuance of Certificate of Occupancy for the two hundred fiftieth (250<sup>th</sup>) residential unit.</p>   | <p>Construction Costs:</p> <p>\$15.7 million</p> <p><b>Total Excess Contribution:</b></p> <p>\$14.0 million</p>                                       |
| 3. Pedestrian Bridge <sup>3</sup> | Developer shall build and dedicate the Pedestrian Bridge  |  | <p>Construction drawings must be approved prior to first production Certificate of Occupancy for residential development.</p> <p>Certificate of completion must be issued prior to issuance of Certificate of Occupancy for the two hundred fiftieth (250<sup>th</sup>) residential unit.</p>  | <p>Construction Cost:</p> <p>\$3.9 million</p> <p><b>Total Excess Contribution:</b></p> <p>\$3.9 million</p>  |
| 4. Paseo 8A / Paseo 8B            | Developer shall build and dedicate to City Paseo 8A and Paseo 8B (totalling approximately 14 acres), with the exception of the proposed EMWD well site. | Conveyance of the land for Paseo 8A / Paseo 8B shall satisfy a portion of Developer's Quimby Act obligations.  | <p>Class I bicycle trail and contiguous pedestrian trail within PA 7A, Paseo 8A, Paseo 8B, and PA 9 must be completed prior to issuance of the first Certificate of Occupancy within any of Planning Areas 1, 2, 9, and 10 (as designated in the MVSP).</p> <p>The balance of Paseo 8A must be completed prior to first residential Certificate of Occupancy.</p> <p>The balance of Paseo 8B must be completed prior to the earlier of (i) issuance of the first building permit for any non-residential building within 600 feet of nearest residential to the south, and</p> | <p>Land Value:</p> <p>\$9.0 million</p> <p>Construction Costs:</p> <p>\$8.5 million</p> <p><b>Total Excess Contribution:</b></p> <p>\$8.5 million</p> |

<sup>3</sup> Obligation may be waived and released by City pursuant to Section 5.5.5(b).

| Infrastructure/Park Feature                                      | Developer Provides   | Developer Receives | Timing <sup>2</sup>   | Developer's Excess Contributions |
|--|--|--------------------|---|----------------------------------|
|  |  |                    | (ii) the first Certificate of Occupancy within Planning Area 10 (as designated in the MVSP).  |                                  |
| 5. Private Community Recreation Center/Clubhouse                 | Developer shall build a private community recreation center/clubhouse. Estimated construction cost is \$2.2 million.                                   | N/A                | Private Recreation Center/Clubhouse shall be completed prior to 1 <sup>st</sup> production residential Certificate of Occupancy.  | N/A                              |
| 6. Retail / Specialty Commercial along Highway 74 East of Malaga | Developer shall construct no less than 115,000 square feet of retail/specialty commercial development in Planning Area 13 (as designated in the MVSP). | N/A                | Certificate(s) of occupancy must be issued for a minimum 34,500 s.f. of the retail/specialty commercial along Highway 74 East of Malaga prior to issuance of a Certificate of Occupancy that causes any of the following: (i) cumulative Forecasted Daily Trips from the residential development components of all Subsequent Development Approvals exceeding seven thousand six hundred seventy-nine (7,679), (ii) cumulative Forecasted Daily Trips from the business park and commercial-business park development components of all Subsequent Development Approvals exceeding thirteen thousand and forty (13,040), or (iii) cumulative Forecasted Daily Trips from all Subsequent Development Approvals exceeding twenty thousand seven hundred nineteen (20,719). <sup>4</sup> | N/A                              |

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<sup>4</sup>This requirement may be deferred upon Developer's presentation to City of a Market Feasibility Analysis that demonstrates to City's satisfaction that completion of the improvement in the time required is not economically feasible.

| Infrastructure/Park Feature                                | Developer Provides   | Developer Receives | Timing <sup>2</sup>  | Developer's Excess Contributions |
|--|--|--------------------|--|----------------------------------|
| <b>7. Initial Industrial Infrastructure Improvements</b>   | Developer shall construct and dedicate to City: <ul style="list-style-type: none"> <li>• Meniffee Road improvements along Project frontage</li> <li>• Meniffee/McLaughlin intersection improvements</li> <li>• Malaga Road to McLaughlin Road (within Project boundaries)</li> <li>• McLaughlin Road in project (up to and including roundabout)</li> <li>• McLaughlin Road from Meniffee Road to Case Road</li> <li>• Case Road to within two hundred fifty (250) feet of Ethanac Road</li> </ul> | N/A                | All improvements must be completed and dedicated to and accepted by City prior to issuance of the first Certificate of Occupancy for Business Park and/or Commercial -Business Park development.   | N/A                              |
| <b>8. Secondary Industrial Infrastructure Improvements</b> | Developer shall construct and dedicate to the City and/or Caltrans, as applicable: <ul style="list-style-type: none"> <li>• Highway 74 along project frontage west of Malaga</li> <li>• Highway 74/Malaga intersection/traffic signal</li> <li>• Highway 74/Meniffee Road intersection</li> </ul>  | N/A                | All improvements must be completed and dedicated to and accepted by the City and/or Caltrans, as applicable, prior to issuance of the first Certificate of Occupancy for any building other than Buildings 1, 3, and 4 (as designated on the MVSP) | N/A                              |
| <b>9. Residential Infrastructure Improvements</b>          | Developer shall construct and dedicate to the City: <ul style="list-style-type: none"> <li>• Briggs Road along project frontage</li> <li>• Meniffee Valley Road (spine road)</li> <li>• McLaughlin Road east of roundabout to Briggs Road</li> </ul>   |                    | All improvements must be completed and dedicated to and accepted by the City prior to issuance of the first Certificate of Occupancy for any residential development in the Project.   |                                  |
| <b>10. Highway 74 Residential-Related Improvements</b>     | Developer shall construct and dedicated to the City and/or Caltrans, as applicable, all roadway improvements for the intersection of Briggs Road and Highway 74.   | N/A                | All improvements must be completed and dedicated to and accepted by the City and/or Caltrans, as applicable, prior to the two hundredth (200 <sup>th</sup> ) Certificate of Occupancy for residential development in the Project.                  | N/A                              |

| Infrastructure/Park Feature                           | Developer Provides  | Developer Receives | Timing <sup>2</sup>   | Developer's Excess Contributions |
|---|---|--------------------|---|----------------------------------|
| <b>11.</b> Highway 74 Commercial-Related Improvements | Developer shall construct and dedicatet to the City and/or Caltrans, as applicable all roadway improvements for Highway 74 along the project frontage for Planning Area 13 (as defined in the MVSP) | N/A                | All improvements must be completed and dedicated to and accepted by the City and/or Caltrans, as applicable, prior to issuance of the first Certificate of Occupancy for any commercial development in the Project. | N/A                              |