

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") dated November 15, 2022, is entered into by and between CHINO HOLDING CO., a Delaware limited liability company, CHINO DEVELOPMENT CORPORATION., a California corporation, and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation (collectively "Master Developer") and LEWIS MANAGEMENT CORP., a Delaware corporation, ("Developer") and the City of Chino, a general law city and municipal corporation ("City"). Master Developer, Developer and City are collectively referred to as "Parties" and singularly as "Party."

RECITALS

Section 1 - The Development and Subdivision Improvement Agreements

A. On and after July 1, 2004, the City and Master Developer entered into the Preserve Development Agreement (**Exhibit A-1**), a First Amendment to Preserve Development Agreement dated December 2, 2008 (**Exhibit A-2**), a Second Amended Preserve Development Agreement dated January 21, 2014 (**Exhibit A-3**) and a Third Amended Preserve Development Agreement dated August 26, 2016 and recorded November 15, 2016 (**Exhibit A-4**) each of which is incorporated herein by this reference (collectively "the PDA"), authorizing the Master Developer to develop approximately 1,125 acres of land known as The Preserve, including a 322 acre conservation area, as depicted in **Exhibit B**, consistent with Government Code § 65864 and Chino Municipal Code § 20.03.060, in exchange for certain consideration, the sufficiency of which is acknowledged.

B. The PDA required the Master Developer to, *inter alia*, develop the Preserve in accordance with the PDA, Preserve Regulations (as defined in the PDA) and any subsequent legislation in effect at the time that an application for Development Approvals (as defined in the PDA) for each Development Project (as defined in the PDA) is deemed complete or such later time as permitted by applicable law, at the option of the City, according to the City's normal process and procedures. The PDA also required an annual compliance review by the City and annual progress reports by the Master Developer.

C. The PDA also required the Master Developer to, *inter alia*, "design, construct and dedicate those Public Facilities [as defined in the PDA]...in accordance with the plans and specifications approved by the City and any other agency with regulatory jurisdiction."

D. The PDA also required the Master Developer to, *inter alia*, "design, construct and dedicate the 'Perimeter Trail' [as defined in the PDA] and such other trails and paseos...in accordance with the plans and specifications approved by the City." In July 2015, the Master Developer obtained the consent of Southern California Edison to make improvements on the SCE Easement area referred to in the PDA as Edison Corridor Improvements (also known as and referred to in this Agreement as the "SCE Easement Trails", definition below) which was reviewed and approved by the City on July 25, 2018.

E. The PDA also required the City to, *inter alia*, review and monitor the progress of the development Disputes (as defined in the PDA) by the Master Developer annually.

F. Chino Holding Co. sold various lots within the Preserve to Chino Development Corp and Chino Preserve Development Corp ("Developer's Parcels"), which obligated Master Developer to comply with the PDA and other requirements. The Master Developer also retained certain lots ("Master Developer's Parcels").

G. At various times between 2007 and 2022 Master Developer entered into one or more Subdivision Improvement Agreements with the City relating to the Developer's Parcels (as defined in the PDA) and as described in **Exhibit C** to this Agreement (collectively the "SIAs"). Each SIA required Developer to complete all public improvements in Developer's Parcels a good and workmanlike manner, according to the approved plans and specifications under the inspection of and subject to approval by the City.

H. At various times after the City's Approval (as defined in the PDA) of the plans and specifications for each of the Master Developer's Parcels, Developer's Parcels and the SCE Easement Trails, the City's personnel field inspected the Master Developer's Parcels, Developer's Parcels and the SCE Easement Trails, and improvements thereon, many without objection. The Parties agree that some improvements were completed in accordance with the applicable plans and specifications, some improvements may not have been but were completed without objection by the City, and the Parties dispute whether certain other improvements were so completed.

I. In the interests of resolving all disputes related to the Master Developer's Parcels, the Developer's Parcels and the SCE Easement Trails, and improvements thereon, the Parties agree to work together to complete final approval and acceptance of the improvements, reduction and exoneration of the related bonds, occupancy permits and Development Impact Fee and other reimbursements, and deed of trust reconveyances.

J. Government Code §§ 65866 and 65865 provide that when "a local agency enters into a development agreement, the builder is entitled to proceed on the project under the local rules, regulations, and ordinances in effect at the time of the approval." (*1901 First Street Owner, LLC v. Tustin Unified School Dist.* (2018) 21 Cal.App.5th 1186, 1195.)

K. The following City Standard Drawings are applicable to the Disputes as defined in Recital DD below:

1. City of Chino Standard No. 107 for Intersection Knuckles dated October 25, 2017;
2. City of Chino Standard No. 230 for Sidewalks dated December 14, 2017, and its preceding versions;
3. City of Chino Standard No. 235A (dated February 20, 2007); 235B (dated April 11, 2005) and 235C dated April 11, 2005);
4. City published its City Standard Drawings Nos. 230 and 245 (dated October 15, 2017); and
5. City of Chino Policy on Accessible Pedestrian Facilities (December 3, 2019).

Section 2 – The ADA and Other Accessibility Regulations

L. In 1990, the United States Department of Justice (“DOJ”) created the first set of regulations under the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.), known as the 1991 Standards for Accessible Design (“1991 Standards”), which were based on the 1991 Americans with Disabilities Act Accessibility Guidelines (“1991 ADAAG”) developed by the United States Access Board (“Access Board”). The 1991 Standards did not include regulations specific to sidewalks or other public rights of way. Those regulations largely were focused on public accommodations, but courts have interpreted elements of those regulations to apply to government facilities and programs under Title II of the ADA. Implementing regulations provided that newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway. [28 C.F.R. § 35.1511 (1992)].

M. The 1991 ADAAG was later modified in 2004 (36 CFR part 1191, Appendices B and D) at which time the DOJ adopted the 2004 ADA Accessibility Guidelines (“2004 ADAAG”) as a component of its standards for accessible design.

N. The most current ADA regulations were published on September 10, 2010, known as the 2010 Standards for Accessible Design (“2010 Standards”).

O. The compliance date for new construction and alterations subject to 28 CFR §§ 36.401 or 36.402 is determined by 28 CFR § 36.406 which articulates the date of the last application for a building permit, permit extension or the start of physical construction or alteration if no permit is required. In the context of works in the public right of way, the Parties agree that the date of issuance of an encroachment permit indicates the start of physical construction or alterations.

P. Departures from particular requirements of applicable accessibility standards by alternative methods is permitted when it is clearly evident that “equivalent access to the facility or part of the facility is thereby provided.” [28 CFR § 35.151(c)].

Q. The United States Department of Transportation (“DOT”) is, however, the agency responsible for overseeing compliance with the ADA by public entities with respect to “programs, services and regulatory activities relating to transportation.” [28 CFR § 35.190(b)(8)]. The DOT then delegates the responsibility to ensure ADA compliance in the public right of way and on projects using surface transportation funds to the Federal Highway Agency (“FHWA”).

R. Within FHWA, the Office of Program Administration is concerned with the design of pedestrian facilities (e.g., sidewalks, curb ramps, and other related features or facilities) that accommodate persons with disabilities in the public right-of-way. These accessibility standards were developed primarily for buildings but are used for the features in the public right-of-way covered by accessibility standards.

S. Within the 2004 ADAAG and implementing regulations, with respect to curb ramps, the regulations state that newly constructed or altered streets, roads, or highways must contain curb ramps at any intersection having a curb between a street and a pedestrian walkway. [28 CFR § 35.151(i)]. Notably, this regulation does not state that newly constructed or altered streets must be modified to meet slope and landing requirements within streets or crosswalks.

T. As of the date of this Agreement, the Access Board is currently in the process of developing final guidelines specifically for the public right-of-way. A draft of the revised Draft Guidelines for Public Rights-of-Way was posted on the Access Board's web site in November 2005, and later amended in June 2011 ("PROWAG"); however, the PROWAG has not yet been adopted by the Access Board, nor have these proposed regulations been adopted by the DOJ.

U. While the PROWAG are not yet considered enforceable standards, FHWA considers the PROWAG to represent best practices for accessibility issues in the public right-of-way that are not otherwise covered by other DOJ or DOT standards.

V. The PROWAG provides the following guidance relevant to the issues in dispute in this Agreement:

1. *Cross Slope*: The cross slope of a pedestrian access route shall be 2 percent maximum. PROWAG, R302.6.
2. *Sidewalk*: Where a pedestrian access route is contained within a street or highway right-of-way, its grade shall not exceed the general grade established for the adjacent street or highway. PROWAG, R302.5.1.
3. *Pedestrian Access Route*:
 - a. **302.5.1 Within Street or Highway Right-of-Way**. Except as provided in R302.5.3, where pedestrian access routes are contained within a street or highway right-of-way, the grade of pedestrian access routes shall not exceed the general grade established for the adjacent street or highway.
 - b. **R302.5.2.1 Not Within Street or Highway Right-of-Way**. Where pedestrian access routes are not contained within a street or highway right-of-way, the grade of pedestrian access routes shall be 5 percent maximum.
 - c. **R302.5.3.1 Within Pedestrian Street Crossing**. Where pedestrian access routes are contained within a pedestrian street crossing, the grade of pedestrian access routes shall be 5 percent maximum.
 - d. **R302.5.4 Physical Constraints**. Where compliance with R302.5.1 or R302.5.2 is not practicable due to existing terrain or infrastructure, right-of-way availability, a notable natural feature, or similar existing physical constraints, compliance is required to the extent practicable.
 - e. **R302.6.1 Pedestrian Street Crossings Without Yield or Stop Control**. Where pedestrian access routes are contained within pedestrian street crossings without yield or stop control, the cross slope of the pedestrian access route shall be 5 percent maximum.
4. *Grade*: Grade is the slope parallel to the direction of pedestrian travel. Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route shall not exceed the general grade established

for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. PROWAG R302.5.

W. The California Department of Transportation ("CalTrans") issued its Design Information Bulletin No. 82-06: Pedestrian Accessibility Guidelines for Highway Projects ("DIB 82-06") on November 16, 2017, updating the prior guidance manual (DIB 82-03, issued in October 2006 and revised in September 2007) and is the master document for the design policies followed by CalTrans for newly constructed and altered sidewalks, crosswalks and other pedestrian walkways.

X. DIB 82-06 incorporates access guidelines from three sources: (1) 2010 Standards; (2) California Building Standards Code ("CBC") Title 24; and (3) the PROWAG. Although the CBC and 2010 Standards are not specifically written for public rights-of-way projects, CalTrans applies some of the provisions to the highway environment and includes DIB 82-06 in Section 4.3.1 (surface), Section 4.3.2 (vertical clearance), Section 4.3.3 (clear width), Section 4.3.5 (cross slope), Section 4.3.8 (curb ramps, Section 4.2.14 (detectable warning surfaces) and Section 4.3.19 (protruding objections).

Y. Until the draft PROWAG are adopted and binding, the 2010 Standards will be used by CalTrans, along with certain portions of PROWAG as the standards set forth in the DIB 03-06.

Z. CalTrans specifically articulates in DIB 82-06 that it is not possible to use the three main code sources (2010 Standards, PROWAG and CBC) in their entirety because many provisions conflict with each other. Since Title 24 criteria is not possible in many cases, the DIB uses the PROWAG criteria. DIB 82-06 was written to provide general design guidance on how to comply with various Federal laws and State codes on pedestrian accessibility for public use. Under DIB 82-06, all intersections that are altered are required to implement curb ramps. CalTrans has developed a seven-page Appendix specifically for curb ramps, recognizing the complexity of integrating pedestrian paths of travel with roadways, particularly for existing facilities.

AA. In *Schonfeld v. City of Carlsbad*, 978 F. Supp. 1329, 1335-41 (S.D. Cal. 1997), aff'd, 172 F.3d 876 (9th Cir. 1999) at 1339 n.11, the Court reasoned that § 35.150 did not require the city to build a curb ramp at every intersection. Rather, that provision simply required that the city's programs and services to be accessible as a whole, and it allowed Carlsbad to choose its method of complying with this requirement. The court held that the ADA allowed Carlsbad to compel disabled persons to travel a "marginally longer route" under some "limited circumstances," as long as its programs were still accessible as a whole. The mere fact that some city sidewalks did not have curb ramps was therefore insufficient to create a triable issue as to whether Carlsbad violated Title II. In reaching this conclusion, the court in *Schonfeld* relied on the ADA Title II Technical Assistance Manual. The Technical Assistance Manual similarly explains that, under 28 CFR § 35.150, "public entities are not necessarily required to construct a curb ramp at every such intersection," and that it may be appropriate to compel disabled persons to take a "marginally longer route."

BB. The City asserts that the "ADA prohibits the cross-slope in crosswalks accessed via a diagonal ramp from exceeding 2%" because a turn is required, citing ADA Standard 406.6 and CBSC 11B-406.3.2, and that certain sidewalks and curb ramps and related improvements at the Developer's Parcels do not comply with required regulations and specifications.

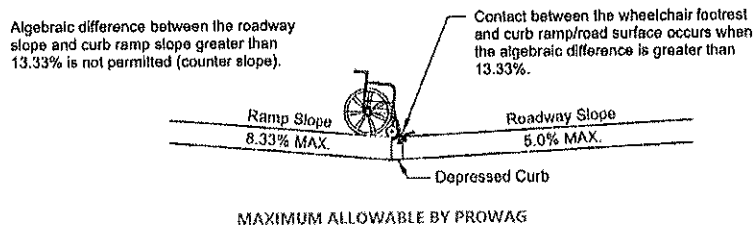
CC. The Master Developer and Developer assert that:

- a) Both ADAAG and the 2010 Standards (§406.2) permit a 5% counter slope, and that if the curb ramp slope is $\leq 5\%$ it legally does not constitute a "ramp" because a "ramp" is defined as an element exceeding 5% slope.
- b) The CBSC does not require a landing at the bottom of a curb ramp, rather, the law requires that the bottom of diagonal curb ramps are required to have a 48"x48" "clear space" "...outside the active traffic lanes" within the markings and are specifically permitted to have a 5% max. counter slope (§11B-406.5.8), as depicted in the Figure 406.2 provided below.



Figure 406.2 Counter Slope of Surfaces Adjacent to Curb Ramps

- c) The PROWAG provides that the cross-slope of ramps, blended transitions and turning spaces shall be 2% max, *except* at crossings without yield or stop control and midblock crossings, where the cross slope is permitted to be equal to the street or highway grade. R304.5.3.
- d) The PROWAG also permits the counter slope of the gutter or street at the foot of curb ramp runs, blended transitions, and turning spaces to be 5% maximum as shown below.



There are no adopted federal access regulations regarding trails such as those at the Preserve. The United States Access Board promulgated proposed regulations for outdoor developed areas in 2007 (not including trails), which were revised in 2009 and published in its Final Rule in 2013 (including trails). These proposed regulations have not yet been adopted, were not included in the 2010 ADA Standards, and do not apply to private development, nor to non-federal government agencies. Notably, the proposed guidelines applied only to newly designed and constructed "pedestrian trails" and altered portions of "pedestrian trails that connect to an accessible trail or designated trailhead." Where, as here, trails connect to inaccessible trails designed for access by heavy equipment, and do not connect to

a designated trailhead as legally defined, the technical provisions in the proposed regulations are not legally applicable.

- e) Under the Title 24 of the California Building Code, § 11B-246.7, only partial use by wheelchair occupants is required.
- f) Thus, where the primary use of the access pathways is for heavy equipment, but the trails are generally accessible to wheelchair users, sufficient accessibility is provided as constructed.
- g) The Public Works Director has discretion to approve minor deviations, as constructed, especially where the required change would constitute an "undue burden". Chino Muni. Code §19.01.120. (*Anthony v. Snider* (2004) 116 Cal.App.4th 643). An "undue burden" can be found in instances where existing large electrical boxes, traffic signals and related infrastructure are impractical to relocate, or where setbacks or other physical limitations impede exact compliance.

Section-3 - The Disputes

DD. As a result of these differing interpretation of the applicable standards and law, the City has: a) not finally accepted certain improvements constructed by the Master Developer or the Developer, b) declined to exonerate the various construction and improvement bonds and letters of credit ("Bonds") provided for Master Developer's or Developer's Parcels, c) declined to disburse funds due to the Master Developer or Developer pursuant to Development Impact Fee Reimbursement Agreements, EWTF Agreements, Traffic Signal Interconnect Agreements, Construction Credit and Reimbursement Agreements, CFD 2005-1 and other retention payments associated with the Master Developer's or Developer's Parcels ("Disbursements"); d) declined to reconvey various deeds of trust and/or other documents securing Master Developer 's or Developer's performance ("Reconveyances") and e) declined to accept improvements on and the public trail easement for the SCE Easement Trails, which resulted in the Parties anticipating the need for litigation regarding improvements on Master Developer's, Developer's Parcels and the SCE Easement Trails (the "Disputes").

EE. The Parties have engaged in extensive meetings and negotiations concerning the Disputes and, as a result thereof, now desire to resolve all of the issues encompassed in the Disputes and enter into this Agreement, to FINALLY, FULLY, COMPREHENSIVELY AND CONCLUSIVELY resolve the Dispute as well as all underlying and related contentions and allegations by the Parties, by and through this Agreement.

FF. The Parties understand that this Agreement is subject to the approval of the City Council.

GG. After the Effective Date, Master Developer and Developer will proceed to follow the City's process for final acceptance of previously approved improvements as set forth herein, reduction and exoneration of bonds as applicable, and reimbursement as applicable regarding the Master Developer's Parcels and subject improvements as set forth in **Exhibit D**, and as further detailed in ¶ 3(A)(iii), (iv) and (v).

NOW, THEREFORE, in consideration of the above Recitals, covenants and agreements therein, the Parties agree as follows:

SETTLEMENT

1. **DEFINITIONS.**

A. As used herein, the term "Claims" means all claims, charges, liabilities, damages, obligations, costs, expenses (including without limitation attorneys' fees), rights and causes of action of any kind, legal or equitable, whether known or unknown, anticipated or unanticipated, past, present or future, contingent or fixed, existing, claimed to exist or which may hereafter exist under the United States Constitution, the California Constitution, applicable common law, contract, tort or other federal, state, local, or municipal law or regulation, relating in any way to the facts and circumstances that give rise to the Disputes, whether said facts and circumstances occurred prior to or after the occurrence of the Disputes.

B. As used herein, the term "Agreement Date" means the date upon which this Agreement is signed by the Parties.

C. As used herein, the term "Effective Date" means the business day after this Agreement is approved by City Council.

D. As used herein, the term "SCE Easement Trails" means all related land and improvements constructed on Tract Map Nos. 16419 (Lots 4, 8, AF, AI and AL), 17057 (Lots F and J), 17058 (Lots 8 and D), 17572 (Lots B and D) and 20120 (Lot E), and related lots and letter maps.

2. **REPRESENTATIONS AND WARRANTIES.**

A. Each party hereby represents and warrants that:

(i) It has the power and authority to enter this Agreement.

(ii) None of the Claims released hereunder have been in the past or will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

3. **TERMS OF SETTLEMENT.**

A. **City Obligations.**

(i) Nothing in this Agreement is intended to or shall have the lawful effect of contracting away the City's zoning authority or any other aspect of the City's police power or any discretionary approval that rests solely with the City Council; provided, however, the City agrees it will not use its authority, power or any discretionary approval in a manner that it is inconsistent with the provisions of this Agreement. City Staff and counsel for the City have previously reviewed the terms and conditions of this Agreement and have advised the City Council as to the sum and substance of its terms, to the satisfaction of the Council. prior to any duly noticed public hearings. City Staff and

counsel for the City agree to recommend acceptance and approval of this Agreement, and all disputed improvements and projects described herein, consistent with the terms of this Agreement.

(ii) The City shall schedule such public hearings as are necessary on this Agreement as promptly as feasible at which hearing the Agreement shall be presented for approval. If the City Council fails to approve the Agreement within sixty (60) days following the Agreement Date, this Agreement shall be of no further force or effect on the sixty-first (61st) day.

a) Settlement as to Category A Parcels include the following Parcels and terms:

- i. All parcels accepted by the City on or before the Effective Date (Enumerated in **Exhibit D-1**).
- ii. All parcels previously transferred by the Master Developer or Developer to a homeowner's association or other private entity on or before the Effective Date (Enumerated in **Exhibit D-1**).
- iii. All parcels on which the plans and specifications for development or encroachment permits were approved by the City on or prior December 31, 2016 (Enumerated in **Exhibit D-1**).
- iv. As to Category A Parcels, no punch list work remains as a term of this Agreement, and the City shall undertake and bear responsibility for any and all remediation of public improvements thereon, except as specifically provided for in this Agreement.
- v. The Parties agree that the Category A parcels and related improvements will be deemed accepted by Staff as-is and final approvals issued promptly [within twenty (20) days, except during the December holidays], following the Master Developer or Developer's submission of a completed Checklist for Acceptance of Public Improvements/Security Release (**Exhibit E**) and a complete set of all documents required therein. All remaining Bonds related to such parcels shall be promptly [within five business (5) days, except during the December holidays], exonerated, with warranty bonds posted as required by law. Disbursements shall be promptly made, and Reconveyances promptly recorded following the City's regular administrative process. The twenty (20)-day time limit shall not apply to the City's review and approval of as-built drawings, which deadline shall instead be one (1) year from the date of submittal after which time such drawings shall be deemed accepted. The Parties agree to work in good faith to promptly identify and make necessary changes to the as-built drawings.
- vi. All parcels within the SCE Easement Trails shall be accepted as-is at such time as the 8' access trails are installed with decomposed granite in the areas set forth on Exhibit F hereto. The City will also accept a public trail easement over those SCE Easement Trails.

- vii. City Council's acceptance of the improvements described above—except parcels previously transferred to a homeowner's association or other private entity—shall include complete defense, indemnification and hold harmless Master Developer and/or Developer, as may be applicable based on that party's involvement in the project, in connection with any legal challenge brought by a third party, government entity or other person or entity relating to such improvements or this Agreement, with the City's legal counsel of choice.
- viii. As to these Parcels, Master Developer or Developer shall maintain security as required by Government § 66499.3 for a period of twelve (12) months. Within ten (10) business days after expiration of the warranty bond period, upon presentation of a bond release form by Developer substantially in compliance with **Exhibit G** hereto, City shall execute such bond release to permit exoneration thereof.

b) Settlement as to Category B Parcels include the following Parcels and terms:

- i. All parcels for which the plans and specifications for development or encroachment permits were approved by the City from and after January 1, 2017 through December 31, 2018 (Enumerated in **Exhibit D-2**).
- ii. The Parties agree that such parcels and related improvements will be deemed accepted by Staff, as-is, who shall recommend acceptance of such improvements to the City Council, subject to the Master Developer's or Developer's payment of Agreed Remediation Costs as set forth in **Exhibit H**.
- iii. The Parties agree that Category B parcels and related improvements will be deemed accepted and final approvals issued promptly [within twenty (20) days, except during the December holidays], following the Master Developer or Developer's submission of a completed Checklist for Acceptance of Public Improvements/Security Release (**Exhibit E**) and a complete set of all documents required therein. All remaining Bonds related to such parcels shall be promptly [within five business (5) days, except during the December holidays], exonerated, with warranty bonds posted as required by law. Disbursements shall be promptly made, and Reconveyances promptly recorded following the City's regular administrative process. The twenty (20)-day time limit shall not apply to the City's review and approval of as-built drawings, which deadline shall instead be one (1) year from the date of submittal after which time such drawings shall be deemed accepted. The Parties agree to work in good faith to promptly identify and make necessary changes to the as-built drawings.

- iv. The Agreed Remediation Costs shall be deposited with the City by Master Developer or Developer within ten (10) business days after the City accepts and approves the parcels and related improvements as set forth in (b)(ii), at which time all remaining Bonds or other security provided for such parcels shall be promptly exonerated as provided for herein. Disbursements shall be promptly made, and Reconveyances promptly recorded following the City's regular administrative process.
- v. For such parcels, Master Developer or Developer shall maintain security as required by Government § 66499.3 for a period of twelve (12) months. Within ten (10) business days after expiration of the warranty bond period, upon presentation of a bond release form by Developer substantially in compliance with **Exhibit G** hereto, City shall execute such bond release to permit exoneration thereof.
- vi. City Council's acceptance of the improvements described above shall include a complete defense, indemnification and hold harmless of Master Developer and Developer in connection with any legal challenge brought by a third party, government entity or other person or entity relating to such improvements or this Agreement, with the City's legal counsel of choice.
- vii. All other agreements between the parties relating to these Parcels and any security therefore are specifically superseded by this Agreement.

c) Settlement as to Category C Parcels include the following parcels and terms:

- i. All parcels on which the plans and specifications for development or encroachment permits were approved by the City after January 1, 2019, or plans submitted for approval by Developer to City before the Effective Date of this Agreement (Enumerated in **Exhibit D-3**).
- ii. The Parties agree that as to Category C Parcels approved by the City from and after January 1, 2019, and thereafter for those projects submitted to the City as of the Agreement Date, (Category C parcels) the City Staff shall approve such improvements and include them in this Agreement subject to the Master Developer's or Developer's compliance with the City's ADA Policy on Pedestrian Facilities (dated December 3, 2019).
- iii. In the event a dispute arises as to the meaning or interpretation of any provision in the above-referenced policy in (c)(ii), the Parties shall meet and confer in good faith toward resolution for thirty (30) days, after which time either party may refer the matter to counsel for resolution. Failing resolution among counsel within thirty (30)

days thereafter, the parties shall, within fifteen (15) days agree upon a qualified mediator (with at least ten (10) years of active experience in planning, construction and ADA compliance, if practicable), for resolution who shall conduct such mediation within thirty (30) days of appointment, if practicable. If mediation is not successful in resolving the parties' dispute, either party may file litigation to resolve the dispute.

- iv. Upon final approval of the parcels, all Bonds, Disbursements and other security shall be promptly released following the City's regular administrative process.

B. Developer's Obligations.

(i) Master Developer, Developer and each of their agents shall not oppose the City's approval of the Agreement and shall support, both verbally and in writing, if requested by the City, the City's acceptance of the Agreement ("Support Covenant"). This Support Covenant shall be of no further force or effect on the sixty-first (61st) day after the Agreement date if City Council fails to approve this Agreement unless the Parties agree in writing to extend this deadline.

(ii) Master Developer and Developer shall not file any lawsuits, administrative appeals pursuant to the City's Municipal Code, or take any other enforcement action on the Disputes whatsoever, in whatever shape or form, to challenge, appeal, or otherwise seek to influence in any respect, approval of the Agreement except as may be necessary to support or defend the validity of the Agreement during the period of time described in Para. 3(B)(i) above.

(iii) Master Developer or Developer shall deposit the Agreed Remediation Costs with the City as set forth above.

(iv) Master Developer and Developer agree to submit all required final approval documents in accordance with the provisions of Section 3(A), inclusive, and as to Category A and Category B parcels, as applicable, to complete the remaining work articulated in this Agreement. As to Category C parcels and the SCE Easement Trails, Developer will complete the remaining work on such parcels in accordance with the City's regular administrative process.

(v) The remaining work to be completed by Master Developer or Developer is as follows:

- i. Project Name: Flores (1) – Pine/Rincon and Pine/Mill Creek traffic signals and ramps will be installed.
- ii. Project Name: Harvest/TPAC (1) – AC cap paving, striping and monumentation for all backbone streets will be installed.
- iii. Project Name: Discovery Park – AC cap paving, striping and monumentation for the remaining portions of Discovery, Legacy and East Preserve Loop will be installed.

- iv. Project Name: SCE Easement Trails - the 8' access trails shall be installed with decomposed granite in the areas set forth on Exhibit F.

C. General Obligations of All Parties.

(i) The Parties will use their best efforts and cooperate as necessary in performing and implementing this Agreement in good faith.

(ii) As to the warranty bonds required by Government Code section 66499.3 for the Category A, B and C parcels, the parties have agreed that no claims shall be made under such bonds, as all potential claims have been waived in this Agreement. If a claim of defective construction or other fact allegedly giving rise to a claim under the Warranty Bond: a) the City shall investigate such allegations and reject such claim if appropriate; b) if the City considers the allegations to have merit, the parties will meet and confer and submit the allegations to mediation, consistent with Paragraph 3(A)(ii)(c)(ix) above, before tending such claim to the surety.

4. GENERAL RELEASE.

A. General Release and Discharge of Claims by Developer. Upon the Effective Date of this Agreement, Master Developer and Developer, for themselves and all of their predecessors, successors, assigns, representatives, attorneys, employees, officers, agents and affiliates¹, do hereby fully and forever release and discharge the City, and all of its predecessors, successors, assigns, representatives, attorneys, agents, elective and appointive council members, council boards, commissions, commissioners, officers, employees, of and from any and all Disputes, Claims, demands, rights, damages, costs, litigation expenses, attorneys fees, expert fees, consultant fees, other fees, interest, lost profits and earnings, diminution in the value of the business, loss of past, current, future and subsequent business and patronage, the value of the leasehold interest, the loss of goodwill, any inverse condemnation claims, any claims for the taking of property, and any other damages, costs or expenses arising from any and all Disputes relating to Master Developer's or Developer's parcels and the SCE Easement Trails that Master Developer or Developer may have or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claim, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the Disputes.

B. General Release and Discharge of Claims by City. Upon the Effective Date of this Agreement, City, for itself and all of its predecessors, successors, assigns, representatives, attorneys, employees, officers, agents, affiliates, elective and appointive council members, council boards, commissions, and commissioners, does hereby fully and forever release and discharge the Master Developer and Developer, and all of its predecessors, successors, assigns, representatives, attorneys, agents, affiliates, officers, directors and employees, of and from any and all Disputes, claims, demands, rights, damages, costs, litigation expenses, attorneys fees, expert fees, consultant

¹ "Affiliates" shall mean and include, without limitation, any and all officers, directors, shareholders, members, partners, trustees, parent companies, sister companies, affiliates, subsidiaries, employers, designees, attorneys, accountants, predecessors, successors, insurers, representatives, agents, designees, authorized parties and entities and related entities and individuals of a Party under this Agreement.

fees, other fees, interest, lost profits and earnings, and any other damages, costs and expenses arising from any and all Disputes relating to Master Developer's or Developer's parcels and the SCE Easement Trails that City may have or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claim, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the Disputes.

C. Waiver of Claims. It is the intention of the Parties, in executing this Agreement and receiving the consideration recited herein, that this Agreement will be effective as a full and final accord and satisfaction and general release of all Claims, debts, damages, liabilities, demands, obligations, costs, expenses, disputes, Disputes or causes of Disputes, that the Parties may have against each other by reason of any acts, circumstances or transactions relating in any way to the Disputes. In furtherance of this intention, the Parties hereby acknowledge that they are familiar with California Civil Code §1542 and that they hereby expressly waive the protection of that section, which provides as follows:

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

The Parties each waive and relinquish any right or benefit that they have or may have under California Civil Code §1542. That is, the Parties shall not invoke the benefits of California Civil Code §1542, or any such similar law, to prosecute or pursue any Claims released hereunder. In connection with such waiver and agreement, the Parties acknowledge that they are aware that they or their attorney may hereafter discover Claims or facts or legal theories in addition to or different from those which they know or believe to exist with respect to the Disputes, but that it is the intention hereby to fully, finally, and forever settle and release all of the Claims, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed by reason of any acts, circumstances, facts, events, or transactions relating in any way to the Disputes. It is expressly acknowledged and understood by the Parties to this Agreement that the Parties separately bargained for the foregoing waiver of the provisions of §1542 of the California Civil Code. The Parties consent that this release shall be given full force and effect in accordance with each and all the express terms and provisions, including those terms and provisions related to such unknown and unsuspected claims, demands, and causes of Disputes relating in any way to or arising out of the facts and circumstances underlying or connected with the Disputes.

For the sake of clarity, as to the warranty bonds required by Government Code section 66499.3, the parties have agreed that no claims shall be made under such bonds, as all potential claims have been waived in this Agreement.

D. Representations and Warranties. Each Party represents and warrants to the other that, except as otherwise expressly provided in this Agreement, they are not relying on any representation whatsoever, whether express or implied, including without limitation, representations of fact or opinion made by or on behalf of the Parties herein.

E. Mutual Indemnification. The Master Developer and Developer hereby agree that each, as applicable on a project by project basis based upon each entity's involvement therein, shall indemnify and defend and hold the City and its elected and appointed officials, boards, commissions, officers, agents, attorneys, representative, and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with any allegation that the warranties and representations made by Developer in this Agreement are false and/or for the breach of any of the terms and conditions of this Agreement by Master Developer or Developer. The City hereby agrees that it shall indemnify and defend and hold the Master Developer and Developer, as applicable on a project-by-project basis based upon each entity's involvement therein, and its predecessors, successors, assigns, representatives, attorneys, agents, affiliates, officers, directors and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with any allegation that the warranties and representations made by City in this Agreement are false and/or for the breach of any of the terms and conditions of this Agreement by City.

F. No Waiver of Agreement. Nothing herein shall be deemed as a waiver or release of the warranties, representations, rights and obligations of the Parties as set forth in this Agreement.

5. MISCELLANEOUS PROVISIONS.

A. Governing Law/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. Each party agrees that the laws of the State of California shall apply and that any claims brought hereunder shall be subject to the laws and statutes of California. The venue of any legal challenge to this Agreement shall be the San Bernardino County Superior Court or the United States District Court for the Central District of California – Eastern Division.

B. Integrated Agreement. This Agreement and the exhibits attached hereto, which are incorporated into and form a part of this Agreement, contain the entire understanding and agreement between the Parties. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties. The Parties acknowledge that this Agreement has been executed without reliance upon any such promise, representation, or warranty not contained herein.

C. Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.

D. Binding on Successors. This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the Parties and each of their respective successors in interest, including, but not limited to, their administrators, executors, owners, partners, officers, directors, shareholders, legal representatives, assignees, attorneys, successors, and agents or employees of the Parties hereto. Prior to assigning any rights or obligations Master Developer or Developer has or may have with respect to this Agreement to a third party, Master Developer or Developer shall obtain written confirmation and deliver to City that such assignee shall

be bound by the terms of this Agreement and that such Assignee shall also be entitled to receive the benefits of this Agreement.

E. Representation. The Parties affirmatively represent that they have been represented by counsel of their own choosing. They have read this Agreement and have had the terms used herein and the consequences thereof explained by their attorneys of choice.

F. Construction. This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties jointly prepared this Agreement. Any uncertainty and ambiguity shall not be interpreted against any one Party. Language in all parts of the Agreement shall be in all cases construed as a whole according to its plain meaning.

G. Attorneys' Fees and Costs. All attorneys' fees, expert fees and costs incurred through the date of this Agreement that relate in any way to the Disputes, the negotiation or preparation of this Agreement or any obligations called for herein, shall be borne by the respective Parties and each Party agrees to waive any claim, or claims, against any of the other Parties for the reimbursement of all, or any portion of said fees or costs. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs.

H. No Admission of Liability. This Agreement and the releases contained herein and the consideration referred to herein are done to save litigation expense and to effect the compromise and settlement of claims and defenses which are denied, disputed, and contested. Nothing contained herein shall be construed as an admission by any Party of any liability of any kind to any other Party. The Parties agree that each Party expressly denies that it is in any way liable or indebted to any other Party and no person interpreting this Agreement shall be able to infer that any Party has engaged in any conduct giving rise to liability to any other Party.

I. Gender Neutral. Whenever in this Agreement the context may so require, the masculine, feminine and neutral genders shall be each deemed to include the other and the singular and the plural shall refer to one another.

J. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile or electronically shall be deemed to have the same weight and effect as an original signature. The Parties may agree that an original signature will be substituted at some later time for any facsimile or electronic signature.

K. Captions and Interpretations. The paragraph titles and captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles or captions are not intended to define or describe the scope of any provision.

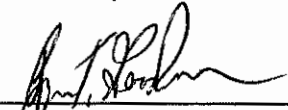
L. Invalid Clause May Be Severed. If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

M. Survival of Warranties and Representatives. The warranties and representations made in this Agreement are deemed to survive the execution of this Agreement.

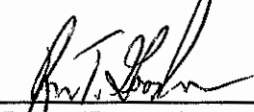
BY SIGNING THIS AGREEMENT, THE PARTIES CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written and their attorneys have indicated their approval as to form by their respective signatures in the appropriate spaces below.

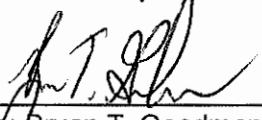
LEWIS MANAGEMENT CORP.,
a Delaware corporation

By: 
Name: Bryan T. Goodman
Its: Authorized Agent

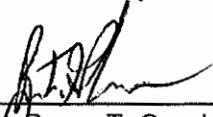
CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company
By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By: 
Name: Bryan T. Goodman
Its: Authorized Agent

CHINO DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan T. Goodman
Its: Authorized Agent

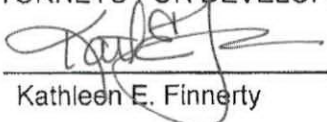
CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan T. Goodman
Its: Authorized Agent

Dated: November 15, 2022

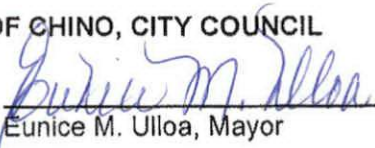
APPROVED AS TO FORM:

**K. FINNERTY LAW INC.
ATTORNEYS FOR DEVELOPER**

By: 
Kathleen E. Finnerty

Dated: November 15, 2022

CITY OF CHINO, CITY COUNCIL

By: 
Eunice M. Ulloa, Mayor

Dated: December __, 2022 1/23/2023

ATTEST:

By: 
Natalie Gonzaga, City Clerk

Dated: December __, 2022 1/23/23

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP
COUNSEL FOR CITY OF CHINO**


SIGNED IN COUNTERPART

By: _____
Fred Gallante, City Attorney

Dated: December __, 2022

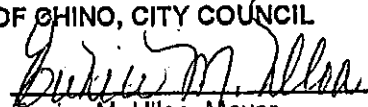
APPROVED AS TO FORM:

**K. FINNERTY LAW INC.
ATTORNEYS FOR DEVELOPER**

By: 
Kathleen E. Finnerty

Dated: November 15, 2022

CITY OF CHINO, CITY COUNCIL

By: 
Eunice M. Ulloa, Mayor

Dated: December __, 2022 1/23/2023

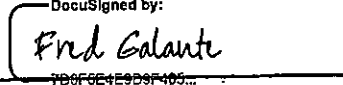
ATTEST:

By: 
Natalie Gonzaga, City Clerk

Dated: December __, 2022 1/23/23

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP
COUNSEL FOR CITY OF CHINO**

By: 
Fred Gallante, City Attorney

Dated: December __, 2022 1/24/2023

EXHIBITS LIST

- **EXHIBIT A-1** – Preserve Development Agreement
- **EXHIBIT A-2** – First Amendment to Preserve Development Agreement dated December 2, 2008
- **EXHIBIT A-3** – Second Amended Preserve Development Agreement dated January 21, 2014
- **EXHIBIT A-4** – Third Amendment to Preserve Development Agreement dated August 26, 2016
- **EXHIBIT B** – Property Depiction
- **EXHIBIT C** – Subdivision Improvement Agreements
- **EXHIBIT D-1** – The Parcels and Bonds in Dispute Category A
- **EXHIBIT D-2** – The Parcels and Bonds in Dispute Category B
- **EXHIBIT D-3** – The Parcels and Bonds in Dispute Category C
- **EXHIBIT E** – Checklist for Acceptance of Public Improvements/Security Release
- **EXHIBIT F** – SCE Easement Trails access trails diagrams
- **EXHIBIT G** – Bond Reduction and Bond Release Letters
- **EXHIBIT H** – Agreed Remediation Costs

EXHIBIT B

Depiction and Description of Developer's Parcels in Dispute

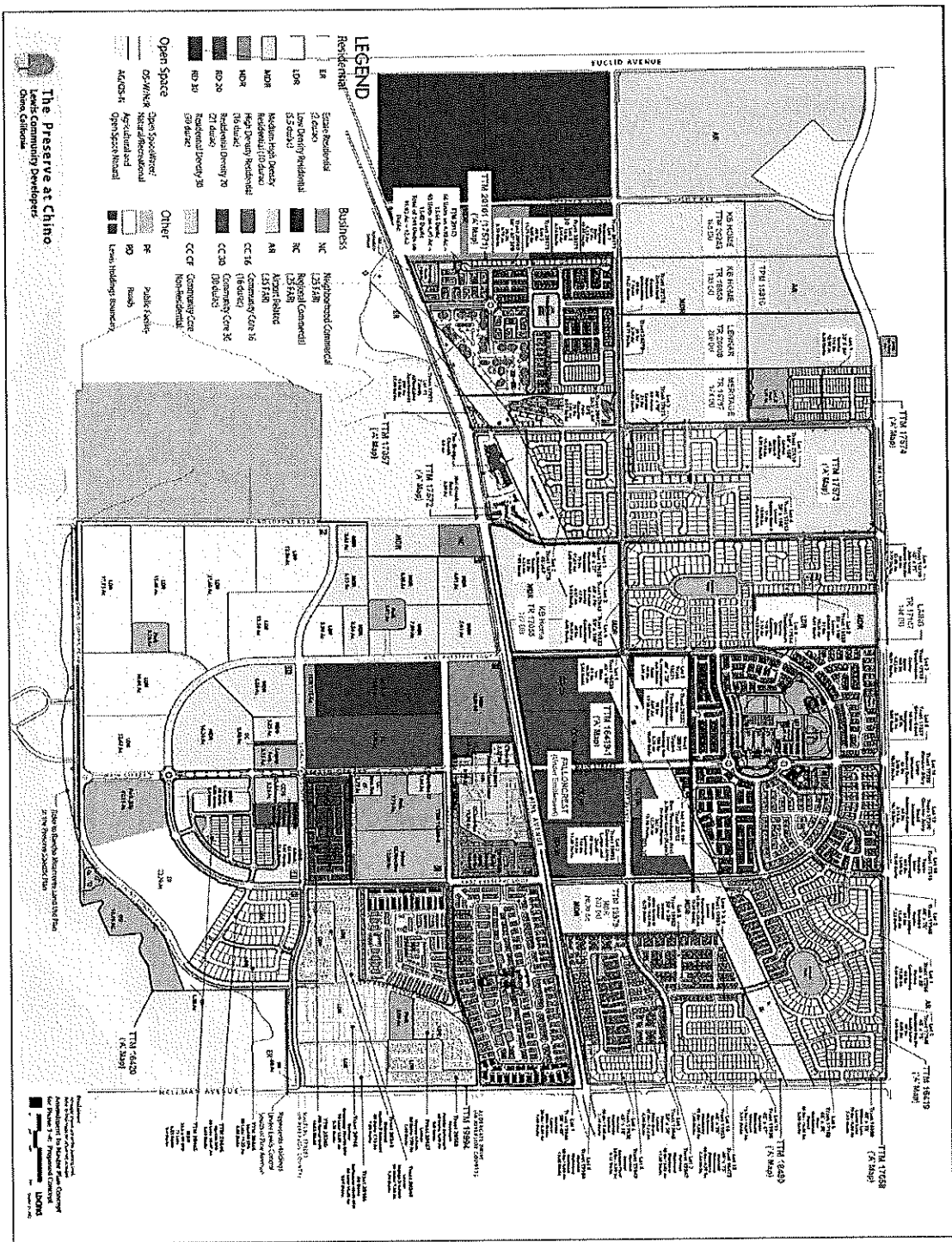


EXHIBIT C

Subdivision Improvement Agreements

- Tract 16420-3
- Tract 20161
- Tract 20164
- School Site Frontage Improvement Agreement
- Lot 11
- Tract 16419
- Tract 17057
- Tract 17572
- Tract 19994
- Tract 16420-1

EXHIBIT D-1

The Parcels and Bonds in Dispute

CATEGORY A										
Project Name	Tract Nos.	Principal/ Entity	(A.1) Previously Accepted by City	(A.2) Private Lot	(A.3) Date Plans App. prior to 12/31/16	Total Bond Amt Outstanding	Bonds to Be Released	Bonds Remaining	Bond #	
Preserve	16419	Chino Dev. Corp.	See Prior Accepted Improvements List on next page.		3/21/08	\$611,000	\$549,900	\$61,100	734735S	
Homecoming at The Preserve	16420 -1	LCD Homecoming @ The Preserve LLC		Y			\$168,400	\$151,560	\$16,840	351255S
Westra	17057	Chino Dev. Corp.				12/5/06	\$281,300	\$253,170	\$28,130	733009S
Westra	17057	Chino Dev. Corp.				12/5/06	\$71,800	\$64,620	\$7,180	733010S
Westra	17057	Chino Dev. Corp.				12/5/06	\$9,500	\$8,550	\$950	733011S
Westra	17057	Chino Dev. Corp.				12/5/06	\$93,400	\$84,060	\$9,340	733012S
Flores Outstanding work	17572	Chino Preserve Dev. Corp.				12/5/06	\$253,000	\$227,700	\$25,300	733013S
Flores	17572	Chino Preserve Dev. Corp.				12/5/06	\$258,000	\$232,200	\$25,800	733014S
Flores	17572	Chino Preserve Dev. Corp.				12/5/06	\$126,600	\$113,940	\$12,660	733015S
Harvest TPAC Outstanding work	18480	Chino Preserve Dev. Corp.				4/16/15	\$256,100	\$230,490	\$25,610	389873S
Harvest TPAC	18480	Chino Preserve Dev. Corp.			Y		\$270,500	\$243,450	\$27,050	389874S
Homecoming at The Preserve	19980	LCD Homecoming at The Preserve, LLC			Y		\$100,800	\$90,720	\$10,080	351254S
TOTAL FOR CATEGORY A						\$ 2,500,400	\$ 2,250,360	\$ 250,040		

PRIOR ACCEPTED IMPROVEMENTS INCLUDE:

All public improvements constructed by Lewis (as defined in this Agreement) within the Preserve Specific Plan that were built based upon Plans approved prior to December 31, 2016, and have been accepted for public use by the City, including, but not limited to the following:

B-Maps				
Tract Number	Homebuilder	Neighborhood	Notes	Note if Private
16420-1	LOC	Homecoming (Phases 1, 2, & 3)	CDC/CPDC Master Developer	
16519	John Laing	Secret Garden	CDC/CPDC Master Developer	
16520	Lennar	Garden Glen	CDC/CPDC Master Developer	
16521	K. Hovnanian	Ten Bloom Road	CDC/CPDC Master Developer	
16522	Centex	Canterbury Grove	CDC/CPDC Master Developer	
16523	Shea	Iris	CDC/CPDC Master Developer	
17148	Standard Pacific	Hidden Hollow	CDC/CPDC Master Developer	
17149	Standard Pacific	Shady Lane	CDC/CPDC Master Developer	
17150	Shea	Enchanted Forest	CDC/CPDC Master Developer	
17266	Pardee	Candlewood	CDC/CPDC Master Developer	
17357	KB Home	Evergreen	CDC/CPDC Master Developer	
17390	Brookfield	Mulberry	CDC/CPDC Master Developer	
17514	Centex	Citrus Commons	CDC/CPDC Master Developer	
17515	Centex	Agave	CDC/CPDC Master Developer	
17571	Western National	Affordable Apartments	CDC/CPDC Master Developer	
17574	Cal Atlantic	Amelia (Stark)	CDC/CPDC Master Developer	
17610	Centex	Canterbury Grove II	CDC/CPDC Master Developer	
17611	KB Home	Cantata	CDC/CPDC Master Developer	
17612	KB Home	Ariatta	CDC/CPDC Master Developer	
17613	Lennar	Garden Glen II	CDC/CPDC Master Developer	
17616	Shea	Tetherwind	CDC/CPDC Master Developer	
17635	Woodside	Palisades	CDC/CPDC Master Developer	
18479	Richmond American	Pineberry	CDC/CPDC Master Developer	
18693	KB Home	Lynbrook	CDC/CPDC Master Developer	

18778	K. Hovnanian	Sonata	CDC/CPDC Master Developer	
18890	William Lyon	Laurel Lane	CDC/CPDC Master Developer	
19935	Richmond American	Vineyard	CDC/CPDC Master Developer	
19936	Woodside	Sunrise Harvest	CDC/CPDC Master Developer	Private
19946	Lennar	Harvest Olive Grove	CDC/CPDC Master Developer	Private
19947	Richmond American	Heirloom	CDC/CPDC Master Developer	Private
19948	Lennar	Harvest Olive Grove	CDC/CPDC Master Developer	Private
19949	Lennar	Autumn Field/ Harvest Orchards	CDC/CPDC Master Developer	Private
19950	Richmond American	Heirloom/Harvest Gardens	CDC/CPDC Master Developer	Private
19951	Lennar	Summerfield	CDC/CPDC Master Developer	
19952	Lennar	Olive Grove II	CDC/CPDC Master Developer	
19953	Richmond American	Pineberry	CDC/CPDC Master Developer	
19980	LOC	Homecoming (Phase 4)	CDC/CPDC Master Developer	Private
20102	Tripointe Homes	Hazel	CDC/CPDC Master Developer	Private
20102-1	Tripointe Homes	Ivy	CDC/CPDC Master Developer	Private

A MAPS		
Tract Number	Homebuilder	Neighborhood
16419	Lewis (CDC and/or CPDC)	Major A-Map North of Pine
16419-1	Lewis (CDC and/or CPDC)	Major A-Map North of Pine
17058	Lewis (CDC and/or CPDC)	Major A-Map North of Pine
17574	Lewis (CDC and/or CPDC)	Amelia/Stark A-Map
17573	Lewis (CDC and/or CPDC)	A-Map: Habitat/Mitigation Area North of Pine
17572	Lewis (CDC and/or CPDC)	A-Map: Westra/Flores
17057	Lewis (CDC and/or CPDC)	A-Map: Westra/Flores
18480	Lewis (CDC and/or CPDC)	A-Map: Harvest

EXHIBIT D-2

CATEGORY B								
Project Name	Tract Nos.	Principal/ Entity	(B) Date Plans App. 1/1/1712/31/18	ORIGINAL BOND AMOUNT	Total Bond Amt Outstanding	Bonds to Be Released	Bonds Remaining	Bond #
Discovery Park <i>Outstanding work</i>	19994	Chino Preserve Dev. Corp.	11/9/17	\$ 9,844,300	\$ 3,311,600	\$ 2,980,440	\$ 331,160	379273S
TOTAL FOR CATEGORY B					<u>\$ 3,311,600</u>	<u>\$ 2,980,440</u>	<u>\$ 331,160</u>	

EXHIBIT D-3

CATEGORY C							
Project Name	Tract Nos.	Principal/Entity	(C) Date Plans App. After 1/1/19	ORIGINAL BOND AMOUNT	Total Bond Amt Outstanding	Bonds Remaining	Bond #
Town Center	16420-3	Chino Dev. Corp.	2021	\$8,664,600	\$8,664,600	\$8,664,600	24255496
Town Center	16420-3	Chino Dev. Corp.	2021	\$20,000	\$20,000	\$20,000	24255497
Discovery Park	Tract 20164 Monuments	Chino Preserve Dev. Corp.	2020	\$40,000	\$40,000	\$40,000	24247169
Van Vliet	Tract 20161 In Tract & Pine Stg 2 Imps	Chino Preserve Dev. Corp.	2020	\$6,861,500	\$2,094,600	\$2,094,600	24247170
Van Vliet	Tract 20161 Storm Drain Line "H"	Chino Preserve Dev. Corp.	2020	\$340,300	\$340,300	\$340,300	24247171
Van Vliet	Tract 20161 Pine/Euclid Imps	Chino Preserve Dev. Corp.	2020	\$1,733,300	\$1,733,300	\$1,733,300	24247172
Van Vliet	Tract 20161 Pine Stage 3 Imps	Chino Preserve Dev. Corp.	2020	\$4,028,400	\$4,028,400	\$4,028,400	24247173
Van Vliet	Tract 20161 Monuments	Chino Preserve Dev. Corp.	2020	\$30,000	\$30,000	\$30,000	24247174
TPAC	Verbena-Spirit & Pilot Street Bond	Chino Dev. Corp.	2020	\$29,088	\$29,088	\$29,088	36KO13193
Discovery Park	Tract 20164 Block 4	Chino Preserve Dev. Corp.	2020	\$8,327,400	\$8,327,400	\$8,327,400	36KO13200
TPAC	Lot 11- SE Corner of WPreserve Loop & Garden Pk	Chino Dev. Corp.	2019	\$344,200	\$344,200	\$344,200	36KO13162
Block 9	Block 9 School Frontage	Chino Preserve Dev. Corp.	2022	\$1,297,800	\$1,297,800	\$1,297,800	24255510
TOTAL CATEGORY C				<u>\$31,716,588</u>	<u>\$26,949,688</u>	<u>\$26,949,688</u>	

EXHIBIT E

Checklist for Acceptance of Public Improvements/Security Release

EXHIBIT F

SCE Easement Trails Access Trails Diagram

EXHIBIT G

Sample Form of Bond Reduction and Bond Release Letter

EXHIBIT H

REMEDATION PAYMENTS DUE FROM DEVELOPER TO CITY			
Ramps	6	\$7,000.00 per corner	\$42,000.00
Sidewalks	77,190	8% @ \$7.00 per sf	\$43,226.40
Total			\$85,226.40