

Contract No.: _____

Approval Date: _____

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT

THE PRESERVE CIRCULATION (STREETS, SIGNALS and BRIDGES) DEVELOPMENT IMPACT FEE PROGRAM

(Circulation Projects 2004-2019)

This CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT (“**Agreement**”) is entered into this 19th day of November 2024 (“**Effective Date**”), by and between CITY OF CHINO, a California municipal corporation (“**City**”), and [CHINO DEVELOPMENT CORPORATION, a California corporation and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation] (“**Developer**”). City and Developer are sometimes hereinafter referred to individually as “**Party**” and jointly as “**Parties**”.

RECITALS

A. Pursuant to that certain Preserve Development Agreement No. 2004-073, effective July 1, 2004, as amended, among City, Developer and Developer’s affiliate Chino Holding Company and the conditions for Tracts 16419, 16419-1, 16420, 16420-1, 16797, 17057, 17571, 17572, 17574, 18480 and 19994 (“**Developer’s Properties**”), but excluding work done on Pine Avenue known as Stages 1-3 that are covered in City Reimbursement Contract No. 2022-029 (“**Developer’s Properties**”), Developer was required to design and construct various Circulation Facilities as a condition to the development of The Preserve community.

B. Developer has completed all work required in connection with the design and construction of that certain work described in the Summary of Improvements attached hereto as Exhibit A (the “**Project**”) according to the specifications of the City and under the inspection of, and to the satisfaction of the City Engineer of the City.

C. The Circulation Facilities are master-planned facilities and are included in the City’s Preserve Circulation (Streets, Signal and Bridges Development Impact Fee (“**DIF**”) program. The Project is eligible for reimbursement to Developer by the City and credit against development impact fees (“**DIFs**”) pursuant to the Chino Municipal Code, Chapters 3.45 entitled “Preserve Development Impact Fees” (the “**DIF Ordinance**”) and, specifically, Section 3.45.130 thereof.

D. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a DIF is imposed, Developer shall be eligible to receive reimbursement and a fee credit toward the DIFs imposed on the Project for the same type of public facility so constructed, and shall be entitled to credit for eligible costs of constructing the public facilities.

E. City and Developer desire to enter into this Agreement (i) to memorialize their agreement as to the Total DIF Cost (defined in Section 2.1 below) to which Developer is entitled for its design and construction of the Project, (ii) to provide the methodology for the City’s

reimbursement to Developer and crediting to The Preserve Circulation DIFs (defined in Section 2.2 below) of the Total DIF Costs and (iii) to establish the requirements for Developer's transfer or application of all or any portion of available Credits (defined in Section 2.3 below) to a third party.

F. Developer and City also desire to memorialize herein Developer's right to the highest priority reimbursement of funds from The Preserve Circulation DIF fund.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree as follows:

AGREEMENT:

1. **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. **Preserve DIF Credit and Reimbursement.**

2.1 **Total DIF Cost.** The City Engineer has determined that the total costs of the Project that are eligible for credit and reimbursement pursuant to the DIF Ordinance is Thirty-Five Million One Hundred Thirty-One Thousand Five Hundred Twenty-Eight and 37/100 Dollars (\$35,131,528.37) ("**Total DIF Cost**").

2.2 **Past Project Credits and Reimbursements.** City has previously issued credits to Developer in the amount of Twenty Eight Million Two Hundred Eight Thousand Five Hundred Fifty-Three and 49/100 Dollars (\$28,208,553.49) against The Preserve Circulation DIFs ("**Circulation DIFs**") otherwise due and payable in connection with development within Developer's Properties pursuant to the DIF Ordinance ("**Past Project Credits and Reimbursements**"), as more particularly set forth in Exhibit B titled "Circulation DIF Credits and Reimbursement Reconciliation" attached hereto and made part of hereof.

2.3 An amount equal to the Total DIF Cost less the Past Project Credits and Reimbursements (the "**Remaining Circulation DIF Credit and Reimbursement Amount**"), namely Six Million Nine Hundred Twenty-Two Thousand Nine Hundred Seventy-Four and 88/100 Dollars (\$6,922,974.88), remains to be reimbursed to Developer or credited to Developer for future Circulation DIFs otherwise due and payable by Developer anywhere within the Developer's Properties ("**Credits**"). Because, as of the Effective Date, Developer has already incurred the Total DIF Cost, Circulation DIFs applicable to homes within Developer's Property for which building permits are issued after the Effective Date shall be in the amount of the Circulation DIF in effect as of the Effective Date and, in the event that the City increases the City's Circulation DIFs, such increase shall not be applicable to Developer's Property after the Effective Date.

3. **Reimbursement.** The public facilities which comprise the Project and are the subject of this Agreement were constructed and opened for use by the City prior to the date of the opening for use by the City of any other Circulation facilities which may be eligible for reimbursement. Accordingly, pursuant to the first-in/first-out provision of the DIF Ordinance (*i.e.*, Section 3.45.130.A7), reimbursement to Developer for the Project shall have priority and be first in line over all other Circulation facilities. As such, as of the Effective Date and thereafter, as set forth in the following Section 4, City shall reimburse Developer the Total DIF Costs, less (i) the amount of the Past Project Credits, and (ii) the amount of Credits applied after the Effective Date ("**Remaining Amount**"), to the full extent of available Circulation DIFs then held by City until the

Total DIF Costs are reimbursed in full via DIF credits and reimbursements.

4. **Annual Reconciliation.** On the first business day following each July 1st, commencing on July 1, 2025, City and Developer representatives shall meet for the purpose of ascertaining Credits to the Circulation DIFs issued by City to the Developer after the Effective Date for Developer's Properties, the amount of any reimbursements made to Developer, the amount of the Remaining Amount, and the Circulation DIFs then held by the City. City and Developer shall prepare a document that reconciles the foregoing, which document shall be approved by the City Council. When approved by the City Council said reconciliation document shall constitute a revision to and update of the Circulation DIF Credit and Reimbursement Reconciliation and the Circulation DIF Credit and Reimbursement Amount and it shall be binding on the Parties. The Circulation DIFs held by City which are subject to reimbursement to Developer shall then be paid by City to Developer within thirty (30) days after the date that such Circulation DIF Credit and Reimbursement Reconciliation is approved by the City Council.

5. **DIF Addendum.** Developer shall have the right to assign all or portions of Developer's rights to Credits hereunder in accordance with the requirements specified in the DIF Credit Addendum attached hereto as Exhibit C, which assignment will require City's written acknowledgement. Developer understands that strict compliance with the assignment restrictions is critical to allow City to track the total amount of Credits previously applied and remaining and Developer's failure to comply with the assignment requirements in the DIF Credit Addendum may result in delays in the processing of Credit assignments by the City.

6. **Assignment.** Developer may assign this Agreement to a third party subject to the approval of City's Director of Public Works, which shall not be unreasonably withheld. If Developer desires to assign this Agreement, Developer shall provide detailed information as to the proposed assignee as requested by City.

7. **Miscellaneous.**

7.1 **Relationship between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

7.2 **Authority to Enter Agreement.** Each person executing this Agreement on behalf of Developer represents and warrants that he or she has the legal power, right and authority to execute this Agreement on behalf of Developer and that this Agreement is binding upon Developer.

7.3 **Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any person shall be in writing and either served personally, communicated electronic mail (with a receipt requested), or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: Hye Jin Lee
Director of Public Works Development
Email: HJLee@cityofchino.org

With Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.
Email: fgalante@awattorneys.com

To Developer: Chino Development Corporation 1156
North Mountain Avenue
Upland, CA 91786
Attn: Mr. Bryan T. Goodman

With a copy to: Lewis Management Corp. 1156
North Mountain Avenue
Upland, CA 91786
Attn: Jay Dupre, Esq
Email: jj.dupre@lewismc.com

7.4 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

7.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and executed by both Parties.

7.6 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

7.7 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

7.8 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

7.9 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.10 **Governing Law; Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action

or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California.

7.11 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

7.12 **City Officers and Employees.** No officer or employee of City shall be personally liable to Developer or any successors in interest in the event of any default or breach by City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to City or any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to City or their successors in interest or for breach of any obligation of the terms of this Agreement.

7.13 **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

7.14 **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

<u>Exhibit A</u>	Summary of Improvements Included in the Project
<u>Exhibit B</u>	Circulation DIF Credit and Reimbursement Reconciliation
<u>Exhibit C</u>	DIF Credit Addendum

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

“DEVELOPER”

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

“CITY”

CITY OF CHINO,
a municipal corporation

By: _____
Linda Reich Date
City Manager

ATTEST:

By: _____
Natalie Gonzaga Date
City Clerk

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee Date
Director of Public Works

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante Date
City Attorney

DEVELOPER: ONE PERSON AUTHORIZED BY THE APPLICABLE ENTITY FORMATION DOCUMENTS SHALL EXECUTE THIS AGREEMENT. COPIES OF APPLICABLE DOCUMENTS EVIDENCING SUCH AUTHORITY SHALL BE PROVIDED TO CITY. DEVELOPER SIGNATURE SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE APPLICABLE FORMATION DOCUMENTS FOR THE ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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personally appeared _____,
Name(s) of Signer(s)

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

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Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

SUMMARY OF IMPROVEMENTS INCLUDED IN BUDGET

[attached]

Chino Preserve
City of Chino - DIF
As of 6/30/2019 (Revised 10/4/2024)
Category: Streets

Description	6/30/2019	Additions / (Subtractions)	Revised 05/08/2023	Additions / (Subtractions)	Revised 05/23/2023	Additions / (Subtractions)	8		Revised 3/21/2024
							3-21-2024 (Subtractions)		
Pre-Approved CFD Costs									
CFD 2003-3 Base Draw # 12 - Tract 16419-1 Phase 1 Streets	3,678,059.53	-	3,678,059.53	-	3,678,059.53	-			3,678,059.53
CFD 2003-3 Supplement Draw # 12 - Tract 16419-1 Phase 1 Streets	2,405,102.98	-	2,405,102.98	-	2,405,102.98	-			2,405,102.98
CFD 2003-3 Base Draw # 13 - Phase 1 Streetscapes 16419-1	2,141,610.71	-	2,141,610.71	-	2,141,610.71	-			2,141,610.71
CFD 2003-3 Supplement Draw # 13 - Phase 1 Streetscapes 16419-1	371,980.68	-	371,980.68	-	371,980.68	-			371,980.68
CFD 2003-3 Base Draw # 15 - Tract 16419 Phase 2 Streets	2,173,685.61	-	2,173,685.61	-	2,173,685.61	-	(453,495.50)		1,720,190.11
CFD 2003-3 Base Draw # 17 - Kimball Basins Streetscapes	776,978.38	-	776,978.38	-	776,978.38	-			776,978.38
CFD 2003-3 Supplement Draw # 17 - Kimball Basins Streetscapes	212,226.19	-	212,226.19	-	212,226.19	-			212,226.19
CFD 2003-3 Base Draw # 19 - Hellman Street Improvements	736,859.39	-	736,859.39	-	736,859.39	-			736,859.39
CFD 2003-3 Base Draw # 20 - Phase 2 Streetscapes 16419	649,812.34	-	649,812.34	-	649,812.34	-	(649,812.34)		-
CFD 2003-3 Base Draw # 24 - Tract 17571 Streets	1,117,723.38	-	1,117,723.38	-	1,117,723.38	-	(592,428.77)		525,294.61
CFD 2003-3 Base Draw # 26 - Homecoming Phase 1 Streets	2,449,220.07	-	2,449,220.07	-	2,449,220.07	-			2,449,220.07
CFD 2003-3 Base Draw # 30 - Tract 17571 Streetlights	324,465.38	-	324,465.38	-	324,465.38	-	(324,465.38)		-
CFD 2003-3 Base Draw # 31 - Tract 17571 Streetscapes	226,965.35	-	226,965.35	-	226,965.35	-	(226,965.35)		-
CFD 2003-3 Base Draw # 32 - Homecoming Phase 2 Streets	817,107.36	-	817,107.36	-	817,107.36	-			817,107.36
Share of CFD-2003-3 Draw # 14 - Tract 16797 Street, Sewer, Water	518,498.48	-	518,498.48	-	518,498.48	-			518,498.48
Pre-Approved CFD Costs Subtotal	18,600,295.83	-	18,600,295.83	-	18,600,295.83	-	(2,247,167.34)		16,353,128.49
DIF Eligible Costs Not Submitted on CFD Draws as of 6/30/2019									
CFD Streets Ph 1	2,465,121.09	-	2,465,121.09	(41,400.00)	2,423,721.09	(55,440.00)	-		2,368,281.09
CFD Streets Ph 2	3,445,766.13	-	3,445,766.13	(3,332.18)	3,442,433.95	-			3,442,433.95
Harvest CFD Streets	4,997,673.04	-	4,997,673.04	(194,562.75)	4,803,110.29	(638,570.51)	(231,948.90)		3,932,590.88
Homecoming Tr 16420-1 & 16420-2	1,514,426.40	-	1,514,426.40	(226,391.30)	1,288,035.10	-	-		1,288,035.10
Pine Avenue	5,289,637.35	(4,255,639.34)	1,033,998.01	-	1,033,998.01	-	-		1,033,998.01
South of Pine Ave Ph 3 & 4	4,049,780.24	-	4,049,780.24	-	4,049,780.24	-	-		4,049,780.24
Stark Tr 17574	1,711,498.74	-	1,711,498.74	(58,931.75)	1,652,566.99	-	-		1,652,566.99
Streets Related to Lift Station	21,056.57	(21,056.57)	-	-	-	-	-		-
Tr 162 Gateway Monuments	-	-	-	1,010,713.62	1,010,713.62	-	-		1,010,713.62
Additional Costs Subtotal	23,494,959.56	(4,276,695.91)	19,218,263.65	486,095.64	19,704,359.29	(694,010.51)	(231,948.90)		18,778,399.88
Total Lewis Cost of Improvements	42,095,255.39	(4,276,695.91)	37,818,559.48	486,095.64	38,304,655.12	(694,010.51)	(2,479,116.24)		35,131,528.37

- 1 - See attached allocation worksheet for allocation method of street cost
- 2 - See attached cost detail worksheet and checks/invoices for support
- 3 - Revised 05/08/2023 to remove Pine Ave Ph 1-3 improvements covered by a separate agreement 2022-029 dated 6/15/2021
- 4 - Revised 05/08/2023 to remove road work related to Lift Station improvements - not DIF eligible
- 5 - Revised 06/28/2023 to reclassify \$456k of monuments cost & add \$422k of add'l monuments cost plus 15% for soft cost
- 6 - Revised 11/21/2023 to further remove Pine Ave Ph 1-3 improvements covered by a separate agreement 2022-029 dated 6/15/2021
- 7 - Revised 11/21/2023 to remove temp Bickmore Ave improvements from Euclid Ave to Tr 17571
- 8 - Revised 3/21/24 to remove non-DIF streets costs and revise allocation of costs

Summary Breakout of Streets Costs by Street

PRL 3/21/24

Allocation Exhibit Names

Street	CFD Streets			CFD Streets		CFD Streets		CFD Streets		Totals	Street
	CFD Street Ph 1	CFD Street Ph 2	CFD Streets Harvest	Homecoming Ph 1 & 2 Includes Pine Ave	Hellman Avenue	South of Pine Ave Ph 3 & 4	Stark Tr 17574 & Kimball Ave/Rincon	CFD Streets Tr 17571			
Bickmore Avenue	\$ 1,376,363.12	\$ 772,507.57	\$ 2,048,908.30	\$ -	\$ -	\$ -	\$ -	\$ 54,630.95	\$ 4,252,409.94	Bickmore Avenue	
East Preserve Loop Road	\$ 1,500,336.87	\$ -	\$ -	\$ 661,481.62	\$ -	\$ 757,012.58	\$ -	\$ -	\$ 2,918,831.07	East Preserve Loop Road	
Flight Avenue	\$ 437,014.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437,014.27	Flight Avenue	
Kimball Avenue	\$ 2,792,136.66	\$ 1,113,252.50	\$ -	\$ -	\$ -	\$ -	\$ 2,422,497.09	\$ -	\$ 6,327,886.25	Kimball Avenue	
Main Street	\$ 1,256,207.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,256,207.69	Main Street	
Mill Creek Avenue	\$ 1,060,436.14	\$ 60,064.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120,500.38	Mill Creek Avenue	
Pine Avenue	\$ 204,665.77	\$ 1,276,400.43	\$ 1,057,232.18	\$ 2,537,265.10	\$ -	\$ -	\$ -	\$ 470,663.86	\$ 5,546,227.34	Pine Avenue	
West Preserve Loop	\$ 1,819,718.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819,718.51	West Preserve Loop	
Alpine Meadows Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Alpine Meadows Avenue	
Forest Park Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Forest Park Street	
Hellman Avenue	\$ -	\$ 257,399.17	\$ 826,450.41	\$ 580,679.69	\$ 736,859.39	\$ 1,153,557.71	\$ -	\$ -	\$ 3,554,946.37	Hellman Avenue	
Meadow Valley Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Meadow Valley Avenue	
Rincon Meadows Avenue	\$ -	\$ 683,633.76	\$ -	\$ -	\$ -	\$ -	\$ 441,660.95	\$ -	\$ 1,125,294.71	Rincon Meadows Avenue	
Market Street	\$ -	\$ -	\$ -	\$ 698,514.14	\$ -	\$ 47,880.22	\$ -	\$ -	\$ 746,394.36	Market Street	
Discovery Park Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 977,148.21	\$ -	\$ -	\$ 977,148.21	Discovery Park Avenue	
Legacy Park Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,114,181.51	\$ -	\$ -	\$ 1,114,181.51	Legacy Park Street	
Meadowhouse Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Meadowhouse Avenue	
Botany Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Botany Avenue	
Channel View Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Channel View Street	
Hollyhock Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Hollyhock Avenue	
Olive Grove Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Olive Grove Avenue	
	\$ 10,446,879.03	\$ 4,163,257.67	\$ 3,932,590.89	\$ 4,477,940.55	\$ 736,859.39	\$ 4,049,780.23	\$ 2,864,158.04	\$ 525,294.81	\$ 31,196,760.61		
Excludes Traffic Signals	\$ 518,196.00	\$ 999,366.00	\$ -	\$ 1,110,420.00	\$ -	\$ -	\$ 296,112.00	\$ -	\$ 2,924,094.00		
Excludes TR 162 Gateway Monuments	\$ 41,400.00	\$ 3,332.18	\$ 194,562.75	\$ 226,391.30	\$ -	\$ -	\$ 58,931.75	\$ -	\$ 524,617.98	Submitted in separate package 6/28/23	
Excludes TR 162 Gateway Monuments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,095.63	Submitted in separate package 6/28/23	
									\$ 3,934,807.61		

Total Breakdown Streets
plus Traffic Signals & Monuments \$ 35,131,568.22

EXHIBIT B

CIRCULATION DIF CREDIT AND REIMBURSEMENT RECONCILIATION

[attached]

Streets- DIF Credits Summary as of 4/22/2024

Project	Builder	Tract No.	Density	Total Units	Building Permits	Credits Issued
Secret Garden	John Laing	16519	LDR	84	84	\$ 468,399.00
Garden Glen I	Lennar	16520	LDR	51	51	\$ 447,216.00
Ten Bloom Rd	K. Hov.	16521	LDR	69	69	\$ 375,659.00
Canterbury Grove I	Centex	16522	LDR	48	48	\$ 389,376.00
Iris	Shea	16523	LDR	61	61	\$ 494,832.00
Citrus Commons	Centex	17514	HDR	118	118	\$ 842,125.00
Agave	Centex	17515	MDR	104	104	\$ 602,724.00
Evergreen	KB	17357	MDR	58	58	\$ 413,051.00
Mulberry - Casita	Brookfield	17390	MDR	63	63	\$ 417,512.00
Mulberry - Cottage	Brookfield	17390	MDR	63	63	\$ 417,512.00
Tetherwind	Shea	17616	MDR	162	162	\$ 945,756.00
Enchanted Forest	Shea	17150	LDR	55	55	\$ 505,890.00
Hidden Hollow	Standard Pacific	17148	LDR	81	81	\$ 586,040.00
Candlewood	Pardee	17266	LDR	64	64	\$ 547,101.00
Shady Lane	Standard Pacific	17149	LDR	60	60	\$ 421,440.00
Canterbury Grove II	Centex	17610	LDR	48	48	\$ 399,651.00
Garden Glen II	Lennar	17613	LDR	51	51	\$ 469,098.00
Affordable Apartments	Western National	17571	HDR	250	250	\$ 1,801,250.00
Homecoming- Ph 1	LMC	16420-1	HDR	152	152	\$ 878,617.00
Homecoming- Ph 2	LMC	16420-1	HDR	189	189	\$ 1,223,775.00
Homecoming- Ph 3	LMC	16420-1	HDR	458	458	\$ 2,965,550.00
Homecoming- Ph 4	LMC	19980	HDR	454	454	\$ 3,520,316.00
Cantata	KB	17611	LDR	21	21	\$ 143,199.00
Ariatta	KB	17612	LDR	42	42	\$ 286,398.00
Lynbrook	KB	18693	MDR	114	114	\$ 777,366.00
Palisades	Woodside Homes	17635	LDR	79	79	\$ 999,555.00
De-boer	Deboer	18890	LDR	70	70	\$ 554,235.00
Sonata	K. Hov.	18778	LDR	65	65	\$ 443,235.00
Amelia (stark)	Cal Atlantic	17574	MDR	110	110	\$ 888,910.00
Lot 14/15 - Hazel	TriPointe	20102	HDR20	133	133	\$ 773,171.00
Lot 14/15 - Ivy	TriPointe	20102-1	HDR20	134	134	\$ 779,242.00
Lot 11 - Verbena	William Lyon	20232	HDR20	70	70	\$ 407,330.00
Lot 11 - Morning Sun	Lennar	20231	HDR20	106	106	\$ 616,814.00
Van Vliet	Richmond American	20170	MDRD	80	80	
Van Vliet	Richmond American	20270	MDRD	36	36	
Van Vliet	Pulte	20172	MDRD	76	76	\$ 978,721.00
Van Vliet	TriPointe	20171	MDRA	123	123	
Van Vliet	Beazer	20173	MDRA	149	70	
Block 4	Century	20165	LDR	79	79	
Block 4	KB Home	20166	LDR	69	69	
Block 4	Lennar	20167	LDR	60	60	
Block 4	Richmond American	20168	LDR	68	68	\$ 1,183,497.00
Block 4	Lennar	20248	LDR	56	56	
Block 4	Richmond American	20249	LDR	56	56	
Total				4539	4460	\$ 27,964,563.00
						Pine/Mill Creek Commercial \$ 185,466.49
						<u>Van Vliet Rec. Center</u> \$ 58,524.00
						Total Credits as of 4/22/24 \$ 28,208,553.49

Credits exclude:

Homecoming Ph 5 (Contract 2022-163)
 Harvest (Contract 2022-029)
 TM 16420-4

Transportation DIF Credit Summary

Existing Contracts	Tract Map No.	Development	Allocated Credits
2022-029	18480	Harvest (for Pine)	\$ 5,303,376.00
2022-163	16420-3	Commercial Town Center	\$ 3,527,236.00
2023-249	16420-4	Block 9 - Independence	\$ 1,285,559.00
(Proposed DIF Agreement for Projects Constructed from 2004			\$ 28,208,553.49
Total DIF Credits Issued to Lewis (as of April 2024)			\$ 38,324,724.49
Validated Costs (Projects 2004-2019)			\$ 35,131,528.37
Allocated DIF Credits Proposed DIF Agreement			\$ (28,208,553.49)
Remaining Credit Balance			\$ 6,922,974.88

EXHIBIT C

**DIF CREDIT ADDENDUM
EXHIBIT D**

**ADDENDUM NO. 1
(Assignment of Credit)**

- ❖ Contract No.: _____
- ❖ Assignor: _____
- ❖ Project Name: _____
- ❖ DIF Credit and Reimbursement Summary:

	Total Credit Amount	Credits Applied	Balance
Circulation DIF	\$35,131,528.37	(\$28,208,553.49)	\$6,922,974.88
	Balance	Credits Assigned	Balance Forward
Assigned DIF Credit	\$		

Chino Preserve Development Corporation is hereby transferring DIF *Credit* in the amount of \$<<>> to:

- ❖ Assignee: _____

- ❖ Credit Transfer Amount: \$ _____
- ❖ Remaining Credit: \$ _____

“Any transfer or assignment of credits or reimbursement rights acknowledged in this Addendum shall be made in accordance with City procedures, on a form approved by and acknowledged by the City. All parties to this Addendum agree that City will have no obligation to recognize or honor an assignment or transfer that does not comply with the terms of this Addendum.”

[SIGNATURES ON FOLLOWING PAGE]

“DEVELOPER”

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

“CITY”

CITY OF CHINO,
a municipal corporation

By: _____
Hye Jin Lee
Director of Public Works

“ASSIGNEE”

By: _____
Name, Title