

Contract No.: 2023-133

Approval Date: 9-20-2022

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT

THE PRESERVE DEVELOPMENT IMPACT FEE PROGRAM

(Sewer Main Improvements)

This CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 20th day of September 2022 ("**Effective Date**"), by and between CITY OF CHINO, a California municipal corporation ("**City**"), and CHINO DEVELOPMENT CORPORATION, a California corporation ("**CDC**") and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("**CPDC**") (CDC and CPDC being collectively referred to herein as "**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 of approval for Tracts 16419, 16419-1, 16420, 16420-1, 16797, 17057, 17571, 17572, and 19994 Developer was required to design and construct various sewer improvements as a condition to the development of The Preserve community.

B. Pursuant to a Reimbursement Agreement For Sewer Lift Station/Force Main (Project SW-143) Gravity Line (Projects SW 103) entered into January 15, 2019, between City and CDC, as amended by that certain First Amendment to Credit/Reimbursement Agreement For Sewer Lift Station/Force Main (Project SW-143) Gravity Line (Projects SW 103) entered into June 2, 2020 (collectively, the "**Reimbursement Agreement**"), City and CDC agreed that CDC would receive a credit or be reimbursed for the "Total DIF Cost" as defined therein in the amount of Twelve Million One Hundred Sixty-Two Thousand Four Hundred Thirty-Two Dollars (\$12,162,432), of which an estimated Ten Million Four Hundred Twenty-Two Thousand Nine Hundred Eight-Two Dollars (\$10,422,982) was apportioned to the Project SW-143 Sewer Lift Station/Force and an estimated One Million Seven Hundred Thirty-Nine Thousand Four Hundred Fifty Thousand Dollars (\$1,739,450) was apportioned to the Gravity Line Project SW-103.

C. In addition to the improvements referred to in the preceding Recital B above which were the subject of the Reimbursement Agreement, Developer has completed additional work required in connection with the design and construction of those certain sewer improvements which also service The Preserve, as more particularly described on Exhibit 1 attached hereto (the "**Additional Improvements**") and, in connection therewith, has expended an additional Thirteen Million One Hundred Sixty-Six Thousand Eight Hundred Ninety-Seven Dollars (\$13,166,897).

D. Developer has completed all work required in connection with the design and construction of the Additional Improvements according to the specifications of the City and under the inspection of, and to the satisfaction of the City Engineer of the City.

E. The Additional Improvements comprise a master-planned facility and are included in the City's Preserve Sewer Development Impact Fee ("DIF") program. The Additional Improvements are eligible for reimbursement to Developer by the City and credit against development impact fees ("DIFs") per the Chino Municipal Code, Chapters 3.45 entitled "Preserve Development Impact Fees" (the "DIF Ordinance") and, specifically, Section 3.45.130 thereof.

F. 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 development project for the same type of public facility so constructed, and shall be entitled to credit for eligible costs of constructing the public facilities.

G. 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 for the purposes of this Agreement) to which Developer is entitled for its design and construction of the Additional Improvements, (ii) to provide the methodology for the City's reimbursement to Developer and crediting to Sewer DIFs (defined in Section 2.2 below) of the Total DIF Cost 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.

H. Developer and City also desire to memorialize herein Developer's right to the highest priority reimbursement of funds or a fee credit from The Preserve Sewer DIF fund, excepting those reimbursements due to CDC arising from the Prior CDC Sewer Improvements (defined in Section 3 below).

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 Additional Improvements that are eligible for credit and reimbursement pursuant to the DIF Ordinance is Thirteen Million One Hundred Sixty-Six Thousand Eight Hundred Ninety-Seven Dollars (\$13,166,897) ("**Total DIF Cost**").

2.2 **Prior Credits and Reimbursements.** Pursuant to the Reimbursement Agreement, City previously approved of the issuance of credits and reimbursements to CDC for the Improvements (as defined in the Reimbursement Agreement) in the amount of Twelve Million One Hundred Sixty-two Thousand Four Hundred Thirty-two Dollars (\$12,162,432) against The Preserve Sewer DIFs ("**Sewer DIFs**") otherwise due and payable in connection with development within that certain real property owned by CDC and/or its affiliates, including CPDC, as more particularly described on Exhibit 2 attached hereto and made a part hereof ("**Developer's Properties**") pursuant to the DIF Ordinance. Such credits and reimbursements approved for issuance pursuant to the Reimbursement Agreement are separate and apart from and inapplicable to the Total DIF Cost

referred to herein which Total DIF Cost has been incurred by Developer in addition to the costs of the Improvements which are the subject of the Reimbursement Agreement.

2.3 **Credits and Reimbursements for the Additional Improvements.**

In addition to those credits and reimbursements approved for issuance to CDC pursuant to the Reimbursement Agreement, City agrees that the amount of the Total DIF Cost herein, namely, Thirteen Million One Hundred Sixty-Six Thousand Eight Hundred Ninety-Seven Dollars (\$13,166,897) (the “**Sewer DIF Credit and Reimbursement Amount**”), likewise, remains to be reimbursed to Developer or credited to Developer for future Sewer DIFs otherwise due and payable by Developer anywhere within the Developer’s Properties (“**Credits**”). Any Credits used by the Developer toward any future project on the Developer’s Properties shall be applied against the amount of the Sewer DIFs at the time the Developer becomes liable for its payment.

3. **Reimbursement.** Except for those Improvements which are the subject of the Reimbursement Agreement (“**Prior CDC Sewer Improvements**”), the public sewer improvements which comprise the Additional Improvements and are the subject of this Agreement were constructed and accepted by the City for use prior to the date of the completion and acceptance by the City of any other sewer 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 Additional Improvements shall have priority and be first in line over all other sewer facilities and improvements, excepting the Prior CDC Sewer Improvements. As such, as of the Effective Date and thereafter, as set forth in the following Section 4, City shall reimburse Developer the Total DIF Cost, less (i) the amount reimbursed to Developer for the Additional Improvements pursuant to this Agreement after the Effective Date and (ii) the amount of Credits applied pursuant to this Agreement after the Effective Date (“**Remaining Amount**”), to the full extent of available Sewer DIFs then held by City until the amount of the Total DIF Cost is reimbursed in full via DIF credits and/or reimbursements.

4. **Annual Reconciliation.** On the first business day following each July 1st, commencing on July 1, 2022, City and Developer representatives shall meet for the purpose of ascertaining Credits to Sewer 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 Sewer DIFs then held by the City. City and Developer shall prepare a document that reconciles the foregoing (“**Sewer DIF Credit and Reimbursement Reconciliation**”), which document shall be approved by the City Council. When approved by the City Council said Sewer DIF Credit and Reimbursement Reconciliation shall constitute a revision to and update of the previous year’s Sewer DIF Credit and Reimbursement Reconciliation and the outstanding Sewer DIF Credit and Reimbursement Amount and it shall be binding on the Parties. The Sewer 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 Sewer DIF Credit and Reimbursement Reconciliation is approved by the City Council. Such Sewer DIF Credit and Reimbursement Reconciliation shall be separate and apart from the annual reconciliation required by the Reimbursement Agreement and shall apply only to the Additional Improvements, the Total DIF Cost herein and the Credits and reimbursements issued pursuant to this Agreement.

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 3, 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 Development Services, 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: Nicholas S. Liguori, AICP Director of
Development Services
Email: nliguori@cityofchino.org

With Copy to:

Aleshire & Wynder, LLP
188881 Von Karman Ave., Suite 1700
Irvine, CA 92612
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 **Reimbursement Agreement.** Nothing herein may be construed to amend, modify or alter the Reimbursement Agreement and the Parties hereby agree that the Reimbursement remains unchanged and in full force and effect.

7.14 **Entire Agreement.** This Agreement contains the entire agreement between City and Developer with respect to the Additional Improvements and the Total DIF Cost herein and supersedes any prior oral or written statements or agreements between City and Developer. For avoidance of doubt, the Reimbursement Agreement does not apply to the Additional Improvements or the Total DIF Cost herein.

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

| | |
|-----------|--|
| Exhibit 1 | Description of Additional Improvements |
| Exhibit 2 | List of Developer's Properties |
| Exhibit 3 | 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: John M. Goodman
Name: John M. Goodman
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

AND/OR

CHINO PRESERVE
DEVELOPMENT CORPORATION,
a California corporation

By: John M. Goodman
Name: John M. Goodman
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

"CITY"

CITY OF CHINO, a municipal corporation

By: Linda Reich
Linda Reich, City Manager

DATED: Sept. 23, 2022

ATTEST:

Angela Robles
Angela Robles, City Clerk

APPROVED AS TO CONTENT:

Nicholas S. Ligouri
Nicholas S. Ligouri, AICP Director of
Development Services

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

SIGNED IN COUNTERPART

By: _____
Fred Galante, 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.

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: John M. Goodman
Name: John M. Goodman
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

AND/OR

CHINO PRESERVE
DEVELOPMENT CORPORATION,
a California corporation

By: John M. Goodman
Name: John M. Goodman
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

"CITY"

CITY OF CHINO, a municipal corporation

By: Linda Reich
Linda Reich, City Manager

DATED: Sept. 23, 2022

ATTEST:

Angela Robles
Angela Robles, City Clerk

APPROVED AS TO CONTENT:

N. S. Ligouri
Nicholas S. Ligouri, AICP Director of
Development Services

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

DocuSigned by:
By: Fred Galante
Fred Galante, 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.

ACKNOWLEDGMENT

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 San Bernardino


On August 29, 2022 before me, Stacie Marie Lopez, Notary Public
(insert name and title of the officer)

personally appeared John M. Goodman,
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)

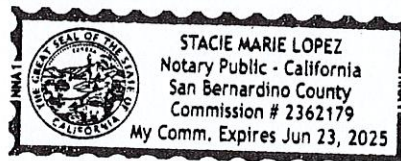


EXHIBIT 1

DESCRIPTION OF ADDITIONAL IMPROVEMENTS

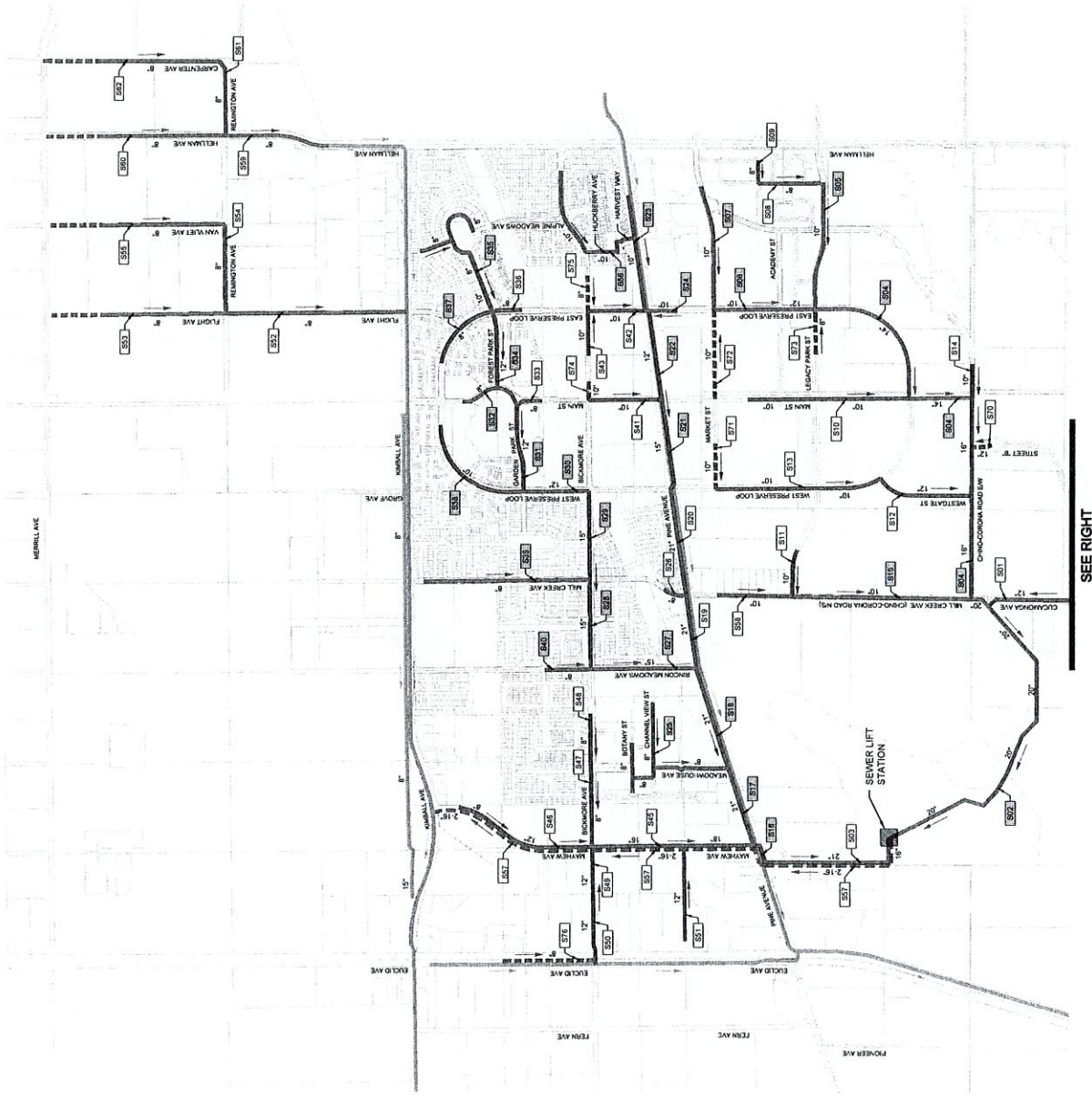
[ATTACHED]

"THE PRESERVE" - SEWER DIF

LEGEND

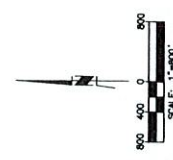
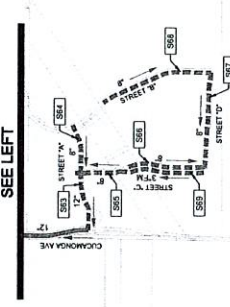
- | | |
|--------------------------|-------|
| EXISTING SEWER (DIF) | ----- |
| EXISTING SEWER (NON-DIF) | ----- |
| EXISTING FORCE MAIN | ----- |
| FUTURE SEWER (DIF) | ----- |
| FUTURE SEWER (NON-DIF) | ----- |
| REGIONAL SEWER | ----- |
| REACH NUMBER | S01 |

Highlighted Reach Numbers (Lewis Sewer Mains)



SEE RIGHT

SEE LEFT



PROACTIVE
ENGINEERING CONSULTANTS
www.proactiveengineering.net (949) 755-2402
21002 Irvine Canyon Drive, Suite 110, Folsom, CA 95630

PREPARED ON 3/18/2021

EXHIBIT 2

LIST OF DEVELOPER'S PROPERTIES

[ATTACHED]

Exhibit - 2

| Development | Description | TRACT | Total Units | BPs Issued | BPs Remaining | Sewer Credits |
|--------------------------|--------------------------|---------|--------------|--------------|---------------|--------------------------|
| Shea | Teatherwind | 17616 | 162 | 162 | -- | \$ (119,718.00) |
| Lennar | Garden Glen II | 17613 | 51 | 51 | -- | \$ (44,472.00) |
| Centex | Canterbury Grove | 17610 | 48 | 48 | -- | \$ (39,693.00) |
| Brookfield | Agave | 17515 | 104 | 104 | -- | \$ (76,298.00) |
| Pardee | Citris Commons | 17514 | 118 | 118 | -- | \$ (76,558.00) |
| Brookfield | Mulberry-Casita/Cottage | 17390 | 126 | 126 | -- | \$ (95,117.00) |
| Pardee | Candlewood | 17266 | 64 | 64 | -- | \$ (56,909.00) |
| KB | Evergreen | 17357 | 58 | 58 | -- | \$ (44,419.00) |
| KB | Lot 2 | 17611 | 21 | 21 | -- | \$ (15,813.00) |
| KB | Lot 3 | 17612 | 42 | 42 | -- | \$ (31,626.00) |
| KB | Lynbrook | 18693 | 114 | 114 | -- | \$ (85,942.00) |
| Shea | Enchanted Forest | 17150 | 55 | 55 | -- | \$ (47,960.00) |
| Std Pac | Shady Lane | 17149 | 60 | 60 | -- | \$ (52,532.00) |
| Std Pac | Hidden Hollow | 17148 | 81 | 81 | -- | \$ (63,103.00) |
| Shea | Iris | 16523 | 61 | 61 | -- | \$ (46,909.00) |
| Centex | Canterbury Grove I | 16522 | 48 | 48 | -- | \$ (36,912.00) |
| K. Hov | Ten Bloom Rd. | 16521 | 69 | 69 | -- | \$ (47,564.00) |
| K. Hov | Sonata | 18778 | 65 | 65 | -- | \$ (48,945.00) |
| Lennar | Garden Glen I | 16520 | 51 | 51 | -- | \$ (42,387.00) |
| J. Laing | Secret Glen | 16519 | 84 | 84 | -- | \$ (59,304.00) |
| Woodside | Lot 1 | 17635 | 79 | 79 | -- | \$ (76,527.00) |
| Deboer | De-boer | 18890 | 14 | 14 | -- | \$ (11,494.00) |
| Western National | Affordable Apartments | 17571 | 250 | 250 | -- | \$ (162,750.00) |
| Cal Atlantic | Amelia (Stark) | 17574 | 110 | 110 | -- | \$ (91,584.00) |
| William Lyon | Laural Lane | 18890 | 56 | 56 | -- | \$ (45,792.00) |
| Lennar | Harvest Olive Grove | 19946 | 30 | 30 | -- | \$ (25,443.00) |
| Richmond American | Heirloom | 19947 | 42 | 42 | -- | \$ (35,616.00) |
| Lennar | Harvest Olive Grove | 19948 | 27 | 27 | -- | \$ (22,896.00) |
| Lennar | Autumn Field/Harvest | 19949 | 82 | 82 | -- | \$ (69,536.00) |
| Richmond American | Heirloom/harvest Gardens | 19950 | 62 | 62 | -- | \$ (52,576.00) |
| Woodside | Sunrise Harvest | 19936 | 56 | 56 | -- | \$ (55,104.00) |
| Richmond American | Pineberry | 18479 | 68 | 68 | -- | \$ (94,611.00) |
| Richmond American | Pineberry | 19953 | 10 | 10 | -- | \$ (14,460.00) |
| Richmond American | Vineyard | 19935 | 73 | 73 | -- | \$ (101,841.00) |
| Lennar | Summerfield | 19951 | 93 | 93 | -- | \$ (118,017.00) |
| Lennar | Olive Grove II | 19952 | 57 | 57 | -- | \$ (72,333.00) |
| Tripoint Homes | Hazel | 20102 | 133 | 99 | 34 | \$ (103,527.00) |
| Tripoint Homes | Ivy | 20102-1 | 134 | 85 | 49 | \$ (88,085.00) |
| William Lyon | Verbena | 20232 | 70 | -- | 70 | -- |
| Lennar | Morning Sun | 20223 | 106 | -- | 106 | -- |
| Richmond American | Liberty Deluxe | 20170 | 80 | -- | 80 | -- |
| Lewis | The Bungalows | 20171 | 123 | -- | 123 | -- |
| Lewis | Stark repeat | 20172 | 76 | -- | 76 | -- |
| Richmond American | Liberty Deluxe | 20270 | 36 | -- | 36 | -- |
| Lewis | Block 4 (TBD) | 20165 | 79 | -- | 79 | -- |
| Lewis | Block 4 (TBD) | 20166 | 69 | -- | 69 | -- |
| Lennar | Block 4 (TBD) | 20167 | 60 | -- | 60 | -- |
| Richmond American | Block 4 (TBD) | 20168 | 68 | -- | 68 | -- |
| Lennar | Block 4 (TBD) | 20248 | 56 | -- | 56 | -- |
| Lewis | Block 4 (TBD) | 20249 | 56 | -- | 56 | -- |
| Lewis Homecoming | Phase 1 | 16420-1 | 152 | 152 | -- | \$ (70,680.00) |
| Lewis Homecoming | Phase2 | 16420-1 | 189 | 189 | -- | \$ (87,885.00) |
| Lewis Homecoming | Phase 3 | 16420-1 | 458 | 458 | -- | \$ (212,970.00) |
| Lewis Homecoming | Phase 4 | 19980 | 454 | 454 | -- | \$ (237,896.00) |
| Total Residential | | | 4,990 | 4,028 | 962 | \$ (2,983,804.00) |

| | | |
|--------------------------------|-----------|--------------------|
| Commercial - New Bldg Car Wash | \$ | (4,502.08) |
| Commercial - 7/11 & Gas | \$ | (2,754.40) |
| <u>Commercial - Jiffy Lube</u> | <u>\$</u> | <u>(3,573.68)</u> |
| Total Commercial | \$ | (10,830.16) |

| | | |
|------------------------------|-----------|-----------------------|
| Total Credits to Date | \$ | (2,994,634.16) |
|------------------------------|-----------|-----------------------|

EXHIBIT 3

DIF CREDIT ADDENDUM

[Assignment of Credit]

- Contract No.: _____
- Assignor: CHINO DEVELOPMENT CORPORATION & CHINO PRESERVE DEVELOPMENT CORPORATION
- Project Name: SEWER MAIN IMPROVEMENTS
- DIF Credit and Reimbursement Summary:

| | Actual Costs | Credits Applied | Balance |
|-----------------------|-----------------|------------------|-----------------|
| Sewer DIF | \$13,166,897.00 | | |
| | Balance | Credits Assigned | Balance Forward |
| Assigned Credit Sewer | | | |

CHINO DEVELOPMENT CORPORATION & CHINO PRESERVE DEVELOPMENT CORPORATION are 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]

ASSIGNEE:

CHINO DEVELOPMENT CORPORATION:

Signature, Title

Signature, Title

Date: _____

Date: _____

CHINO DEVELOPMENT CORPORATION:

Signature, Title

CITY OF CHINO ACKNOWLEDGEMENT:

Signature, Title

Date: _____