

**THIRD AMENDMENT TO
ARBORETUM DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT (hereinafter "**Third Amendment**") is entered into effective on the date that the ordinance adopting this Third Amendment becomes effective (the "**Effective Date**") and amends that certain Arboretum Development Agreement made by and between the CITY OF FONTANA (hereinafter "**CITY**") and NORTH FONTANA INVESTMENT COMPANY, LLC, a Delaware limited liability company ("**DEVELOPER**"), recorded as Document No. 2009-0501456 on November 19, 2009, as amended by that certain First Amendment to Development Agreement recorded as Document No. 2017-0142267 on April 5, 2017, and that certain Second Amendment to Development Agreement recorded as Document No. 2021-0420491 on September 15, 2021, all in the Official Records of San Bernardino County (collectively, the "**Agreement**" or "**Development Agreement**"). This Third Amendment concerns all of the Property covered by the Agreement described in Exhibit "A" attached hereto.

CITY and DEVELOPER hereby agree to amend the Agreement as set forth herein. All capitalized terms used herein shall have the same meanings given those terms in the Agreement unless otherwise defined herein.

RECITALS

WHEREAS, CITY is authorized to amend the Agreement pursuant to Section 2.5 of the Agreement and Section 65868 of the Government Code; and

WHEREAS, the CITY has determined that there exists no uncured default by DEVELOPER under the Agreement as set forth in Section 2.3(ii) of the Agreement; and

WHEREAS, the CITY has determined that this Third Amendment will not result in any significant effects on the environment not previously analyzed in the Project's EIR (SCH #2006071109) and is not a "Project" as defined in Public Resources Code Section 21065 of the California Environmental Quality Act ("**CEQA**"), and has determined that all requirements of CEQA have been met with respect to this Third Amendment; and

WHEREAS, the CITY has approved an Amendment to the Specific Plan concurrent with its approval of this Third Amendment (the "**SPA Amendment**").

NOW, THEREFORE, CITY and DEVELOPER agree to amend the Agreement as follows:

1. Term. Section 2.3 of the Agreement is deleted in its entirety, and is amended and restated as follows:

"2.3 Term. The term of this Agreement shall commence on the Effective Date of the Second Amendment which was August 12, 2021, and shall continue for a period of ten (10) years thereafter (the "**Agreement Term**"). The Agreement Term shall extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the aforementioned ten (10) year Agreement Term provided that there exists no uncured default of which DEVELOPER has been given notice as to this Agreement or any other agreement or condition of approval relative to the development of the Property. The Agreement Term shall

further extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the aforementioned fifteen (15) year Agreement Term provided:

- (i) DEVELOPER shall have applied for and obtained building permits for at least forty percent (40%) of the residential DU's in accordance with the Development Approvals by January 1, 2030; and
- (ii) There exists no uncured default of which DEVELOPER has been given notices as to this Agreement or any other agreement or condition of approval relative to the development of the Property.

This final additional five (5) year period shall terminate unless DEVELOPER shall have applied for and obtained building permits for at least seventy percent (70%) of the residential DU's in accordance with the Development Approvals by January 1, 2040."

2. Development Impact Fees. Exhibit "E" to the Agreement is deleted in its entirety and replaced by Exhibit "E" attached hereto..

3. Circulation Improvement Fee Credit. The requirement in the former Exhibit "E" to the Agreement for the construction of the Citrus/Duncan Canyon traffic signal has been removed in Exhibit "E" attached hereto by the City resulting in a Circulation Fee adjustment of \$114.48 per multi-family dwelling unit (556 DUs at Gardens) and \$187.07 per single family dwelling unit (943 DUs at Meadows and Gardens) for a total true up payment obligation of \$240,057.89 as set forth in Exhibit "E" attached hereto (the "**True Up Payment**"). Developer shall pay to City the True-Up Payment upon the earlier to occur of (i) City's issuance of the final dwelling unit building permit within the Resort Village, or (ii) City's issuance of a total of 2,962 building permits within the overall Project. Further, Section 4.2.7 of the Agreement is hereby amended by deleting the first two sentences of Section 4.2.7 in their entirety and replacing them with the following, which shall read as follows and inserting the following in replace thereof:

"DEVELOPER shall construct and dedicate the regional circulation improvements having a value of Eight Million One Hundred Seventy-Five Thousand Two Hundred Sixty-Four and 07/100 Dollars (\$8,175,264.07) (the "**Circulation Credit**") set forth in Exhibit "E" in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Circulation Improvement Fee, which is Fourteen Million Four Hundred Forty-Two Thousand Four Hundred Seventy-Six and 00/100 Dollars (\$14,442,476.00), for constructing those improvements in accordance with Exhibit "E". The remaining Fair Share Obligation of Six Million Two Hundred Sixty-Seven Thousand Two Hundred Eleven and 93/100 Dollars (\$6,267,211.93) shall be paid as follows: for the first 1,028 single-family DU's, \$2,488.23 per DU, and for the first 2,436 condominium/townhouse DU's, \$1,522.71 per DU."

4. Planning Area C-1. A new Section 4.3.5 and new Exhibits "E-3" and "L-1", attached hereto, are hereby added to Section 4 of the Agreement, which shall read as follows:

"4.3.5. Planning Area C-1/Development Impact Fees/Excess Fee Credits. Notwithstanding anything to the contrary in Section 4.2 of the Agreement,

the following shall apply to Planning Area C-1 (“**PA C-1**”) in the Resort Village area of the Project as identified in Exhibit “B” attached hereto:

4.3.5.1 Development Impact Fees. The SPA, in part, modified the Land Use Plan for the Resort Village area of the Project to provide for the commercial development of PA C-1 which the City and Developer agree shall be deemed to contain approximately 65 EDUs (to be determined in accordance with City’s calculation of EDUs for commercial facilities in the Land Use Regulations). Subject to the “Excess Fee Credits” defined below, DEVELOPER shall pay to CITY the Development Impact Fees labeled “Commercial” in Exhibit “L-1” attached hereto (the “**Commercial DIF**”) which will be collected for each building permit issued within PA C-1 and paid at the time required for payment in the City’s Land Use Regulations. During the remainder of the Agreement Term, inclusive of all extensions thereof, commencing as of the Effective Date, the Commercial DIF set forth in Exhibit “L-1” shall not be increased with respect to PA C-1, nor shall any new Development Impact Fees be levied upon PA C-1; provided that DEVELOPER shall be subject to any new or increased Pass Through Fees. Any reduction in any Commercial DIF shall apply only to building permits for which the Commercial DIF was not previously paid. Upon expiration of the Agreement Term, inclusive of all extensions thereof, the DEVELOPER shall thereafter pay the amount of Commercial DIF legally adopted and in effect by then-applicable CITY Land Use Regulations.

4.3.5.2 Excess Fee Credits. CITY acknowledges and agrees that the total amount of fee credits received or to be received by DEVELOPER for its construction of certain public improvements under each of Sections 4.2.5 (Storm Drainage), 4.2.6 (Median Landscape), and 4.2.8 (Sewer Connection Credit) of the Agreement exceed the amount of Development Impact Fees payable by DEVELOPER for Storm Drainage, Median Landscape and Sewer Connection for all of the SFD and MF residential units approved for development in the Project as set forth in Exhibit “E” of the Agreement (the “**Excess Fee Credits**”). For that eighteen (18) month period commencing on the Effective Date of the Third Amendment to the Development Agreement, the CITY agrees that the Excess Fee Credits may be used by DEVELOPER as credits against the Commercial DIF charged for Storm Drainage, Median Landscape and Sewer Connection and payable by DEVELOPER for development of PA C-1 for commercial use. Exhibit “E-3” attached hereto identifies all of the Excess Fee Credits available for use by DEVELOPER to pay the Commercial DIF. Each application for a building permit within PA C-1 shall identify the type and amount of Excess Fee Credits being applied by Developer to that building permit. If building permits are issued within PA C-1 to the purchaser or lessee of a commercial lot from Developer, Excess Fee Credits necessary to pay the Commercial DIF charged for Storm Drainage, Median Landscape and Sewer Connection for such permits may be assigned by Developer to such purchaser or lessee. Any Excess Fee Credits not used by DEVELOPER during the aforementioned 18-month period shall be forfeited by DEVELOPER.

5. Exhibit B. Exhibit “B” in the Agreement is deleted and replaced by the new Exhibit “B” attached to this Third Amendment.

6. Integration. This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Third Amendment, the provisions of the Agreement shall govern the conduct of the parties. To the extent this Third Amendment conflicts with the Agreement, this Third Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Agreement.

SIGNATURES FOLLOWS IMMEDIATELY ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the dates set forth below and this Third Amendment shall be effective on the date that the ordinance adopting this Agreement becomes effective. The term "Effective Date" as used in this Third Amendment means the Effective Date of the Agreement as defined in Section 1.1.13 of the Agreement.

"CITY"

"DEVELOPER"

CITY OF FONTANA

NORTH FONTANA INVESTMENT COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Dated: _____

By: LC NORTH FONTANA, LLC,
a Delaware limited liability company - Its Member

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager

By: _____
Name: John M. Goodman
Its: Sr. EVP/CEO

ATTEST:

By: YH SUMMIT LLC,
a California limited liability company - Its Member

City Clerk, Fontana

By: YH COMMUNITIES, LLC,
a Delaware limited liability company
Its Manager

City Manager

By: _____
Name: Jack H. Young
Its: Executive Vice President

Deputy City Manager

APPROVED AS TO LEGAL FORM:

BEST, BEST & KRIEGER

By: _____
City Attorney

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]

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STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public,

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

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

WITNESS my hand and official seal.

[SEAL] _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public,

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

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

WITNESS my hand and official seal.

[SEAL] _____

EXHIBIT "A"
TO ARBORETUM DEVELOPMENT AGREEMENT

Description of Property

PARCEL 1:

THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST ONE-QUARTER, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP OFFICIAL GOVERNMENT SURVEY THEREOF.

EXCEPTING FROM THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 50% OF ALL OIL, GAS AND HYDROCARBONS IN AND UNDER SAID LAND, WITHOUT SURFACE RIGHTS, AS RESERVED IN THE DEED FROM LOUISE MATTIS, ET UX, RECORDED JUNE 3, 1964, IN BOOK 6161, PAGE 333, OFFICIAL RECORDS.

APN: 0239-081-04, 0239-081-12, 0239-081-13, 0239-081-14, 0239-081-20 AND 0239-081-21

PARCEL 2:

THE EAST 1/3 OF THE SOUTH 1/2 OF GOVERNMENT LOT 4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL GOVERNMENT PLAT THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1320 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 660 FEET; THENCE WEST 440 FEET; THENCE SOUTH 660 FEET; THENCE EAST 440 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTH 10 FEET THEREOF, AS CONVEYED TO J. P. LARKIN BY DEED DATED MAY 5, 1890, AND RECORDED MAY 16, 1890 IN BOOK 112, PAGE 395 OF DEEDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO SOUTHERN CALIFORNIA GAS COMPANY AS TO A 70% INTEREST AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, AS TO A 30% INTEREST, AS TENANTS IN COMMON, IN GRANT DEED RECORDED JANUARY 15, 1960 IN BOOK 5032, PAGE 276, OFFICIAL RECORDS.

APN: 0239-081-31

PARCEL 3A:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4544, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 69 OF PARCEL MAPS, PAGES 55 AND 56, RECORDS OF SAID COUNTY.

APN: 0239-081-40 THROUGH 0239-081-43

PARCEL 3B:

A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OVER THE MOST SOUTHERLY 30 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1

NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE UNITED STATES SURVEYOR GENERAL, DATED OCTOBER 14, 1875 AS CONVEYED TO ANTHONY J. RIZZO, ET UX, BY DEEDS RECORDED CONCURRENTLY ON APRIL 3, 1981 AS INSTRUMENT NOS. 81-072264, 81-072265 AND 81-072267, ALL OF OFFICIAL RECORDS.

PARCEL 4A:

THE SOUTHWEST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 0239-131-18 THROUGH 0239-131-21

PARCEL 4B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, DESCRIBED IN A DEED RECORDED IN BOOK 4349, PAGE 358 OF OFFICIAL RECORDS, SAN BERNARDINO BASE AND MERIDIAN AND AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, DESCRIBED IN A DEED RECORDED IN BOOK 4349, PAGE 359 OF OFFICIAL RECORDS, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL 5:

THE NORTH 10 ACRES OF THE SOUTH 18 ACRES OF THE FRACTIONAL NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THE SOUTH 8 ACRES OF THE FRACTIONAL NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE NORTH 2 ACRES OF THE FRACTIONAL SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF.

APN: 0239-131-35, 0239-131-36, 0239-131-38 AND 0239-131-39

PARCEL 6:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 0239-081-15, 029-081-16, 029-081-18 AND 029-081-19

PARCEL 7:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY FILED IN THE DISTRICT LAND OFFICE, OCTOBER 18, 1875.

APN: 0239-081-09, 029-081-28 AND 029-081-29

PARCEL 8:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL GOVERNMENT TOWNSHIP PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, MINERALS, ASPHALTUM AND HYDRO-CARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AS RESERVED BY DEED FROM JAMES R. JOHNSON AND MILDRED E. JOHNSON, HUSBAND AND WIFE, TO A. K. BERRY AND ELIZABETH H. BERRY, HUSBAND AND WIFE, RECORDED NOVEMBER 25, 1957 IN BOOK 4376, PAGE 205, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE SOUTH 80 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED OCTOBER 14, 1875, AS SET OUT IN THAT CERTAIN DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, RECORDED FEBRUARY 8, 1971 IN BOOK 7605, PAGE 289, OFFICIAL RECORDS OF SAID COUNTY.

SAID 80-FOOT DIMENSION BEING MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 19.

ALSO EXCEPTING THEREFROM THE NORTH 32.88 FEET OF THE SOUTH 112.88 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875, AS SET OUT IN THAT CERTAIN DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, RECORDED JUNE 30, 1977 IN BOOK 9210, PAGE 1812, OFFICIAL RECORDS OF SAID COUNTY.

APN: 0239-131-43

PARCEL 9:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF.

APN: 0239-131-14 AND 0239-131-22

PARCEL 10:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF.

EXCEPTING THEREFROM THE SOUTH 18 ACRES THEREOF.

APN: 0239-131-09

PARCEL 11:

THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAVING AND EXCEPTING THEREFROM THE NORTH 2 ACRES AND THE SOUTH 8 ACRES THEREOF, RUNNING ACROSS THE ENTIRE TRACT.

APN: 0239-131-06

PARCEL 12A:

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

APN: 0239-081-36

PARCEL 12B:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20 FEET OF GOVERNMENT LOT 5, SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 12C:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 20 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE EAST 20 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 12D:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 20 FEET OF THE WEST 200 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 13:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED 14, 1875.

APN: 0239-081-11

PARCEL 14A:

THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

APN: 0239-081-06

PARCEL 14B:

A RIGHT OF WAY AND EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20 FEET OF GOVERNMENT LOT 5, SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

PARCEL 15:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF FRACTIONAL NORTHWEST ONE-QUARTER AND THE NORTHEAST 1/4 OF FRACTIONAL NORTHWEST 1/4, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, APPROVED BY THE SURVEYOR GENERAL.

APN: 0239-131-03 AND 0239-131-10

PARCEL 16:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 80 FEET AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTH CALIFORNIA, A PUBLIC CORPORATION, IN DEED RECORDED FEBRUARY 27, 1970, IN BOOK 7395, PAGE 840, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, IN DEED RECORDED MARCH 1, 1977, IN BOOK 9124, PAGE 110, OFFICIAL RECORDS.

APN: 0239-131-45

PARCEL 17:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE

OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS EXCEPTED IN A DEED RECORDED AUGUST 18, 2014 AS INSTRUMENT NO. 2014-0298227 OF OFFICIAL RECORDS.

APN: 0239-081-37

PARCEL 18:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: 0239-131-23

EXHIBIT "B"
TO ARBORETUM DEVELOPMENT AGREEMENT
OVERALL LAND USE PLAN (UPDATED)



**EXHIBIT “E”
TO ARBORETUM DEVELOPMENT AGREEMENT**

[SEE ATTACHED]

The Meadows					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	LDR	30.3		259	259
2	LDR	28.2		128	128
3	LDR	21.5		198	198
		80.0	0	585	585

The Gardens					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	MDR	10.1	124	0	124
2	MDR	6.8	90		90
3	MDR	8.6	88		88
4	MDR	8.5	86		86
5	MDR	8.1	99		99
6	MDR	5.1	69		69
7	MDR	12.3		109	109
8	LDR	15.9		86	86
9	LDR	13.7		95	95
10	LDR	14.8		68	68
		103.9	556	358	914

The Resort					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	HDR	7.7	128		128
2	HDR	9.1	168		168
3	MDR	5.8	57		57
4	HDR	8.0	149		149
5	MDR	9.0	106		106
6	HDR	7.5	148		148
7	HDR	9.0	151		151
8	HDR	8.7	154		154
9	LDR	12.2		85	85
10	MDR	5.1	50		50
11	MDR	9.6	132		132
12	HDR	4.4	86		86
C-1	Comm	9.3			0
		105.4	1,329	85	1,414

The Arboretum					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	HDR	5.5	122		122
2	HDR	7.6	172		172
3	HDR	6.1	137		137
4	HDR	5.4	120		120
		24.6	551	0	551

Residential Acres	No. of Homes			
Community Total:	313.9	2,436	1,028	3,464

A. **POLICE FACILITIES IMPACT FEE**

POLICE FACILITIES IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family ¹	1,028	UNIT	\$ 472.00	\$ 485,216.00
Residential, Multi Family ² (Note: MF Fee 0-2 Bedrooms \$448)	2,436	UNIT	\$ 472.00	\$ 1,149,792.00
FAIR SHARE OBLIGATION				\$ 1,635,008.00

B. **LIBRARY FACILITIES IMPACT FEE**

LIBRARY FEES	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 99.00	\$ 101,772.00
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms \$94)	2,436	UNIT	\$ 99.00	\$ 241,164.00
FAIR SHARE OBLIGATION				\$ 342,936.00

***Description of area used for Flood Control Facilities Fee:**

Total Adjusted Gross Acreage per SP	413.2
Less K-8 School in The Meadows [NAP] and Elementary School in The Resort	36.5
Less Activity Center in The Resort [NAP] (Wright)	8.8
Less NAP in The Gardens (Lum)	9.9
Less NAP in The Resort (Baynosa)	3.4
Total Developer Gross Acreage	354.6

Description of area used for Storm Drain Facilities Fee:

Specific Plan Net Acreage	354.6
Parks	-31.1
Arboretum SP w/out parks	323.5
Internal Streets (25%)	-80.9
Arboretum Residential SD Acreage	242.6
Arboretum Park SD Acreage	31.1
Storm Drain Acreage	273.7

C. **FIRE FACILITIES IMPACT FEE**

FIRE FEES	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 164.00	\$ 168,592.00
Residential, Multi Family	2,436	UNIT	\$ 164.00	\$ 399,504.00
FAIR SHARE OBLIGATION				\$ 568,096.00

D. **SANITARY SEWAGE FACILITIES EXPANSION IMPACT FEE** [IEUA]

SANITARY SEWAGE FACILITY EXPANSION FEE*	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 6,955.00	\$ 7,149,740.00
Residential, Multi Family	2,436	UNIT	\$ 6,955.00	\$ 16,942,380.00
FAIR SHARE OBLIGATION				\$ 24,092,120.00

E. **SAN BERNARDINO COUNTY FLOOD CONTROL IMPACT FEE**

FLOOD CONTROL IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Total Project	354.6	AC	\$ 4,405.00	1,562,013.00
FAIR SHARE OBLIGATION				\$ 1,562,013.00

G. **SEWER CONNECTION IMPACT FEE**

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 876.61	\$ 901,155.08
Residential, Multi Family	2,436	UNIT	\$ 876.61	\$ 2,135,421.96
Subtotal				\$ 3,036,577.04
Total Construction Credit				\$ (3,511,779.30)

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00
60" Sewer Manhole				
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00
Contingency 35%				\$ 910,461.30
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30

H. **PUBLIC FACILITIES IMPACT FEE**

PUBLIC FACILITIES FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 445.00	\$ 457,460.00
Residential, Multi Family	2,436	UNIT	\$ 358.32	\$ 872,867.52
FAIR SHARE OBLIGATION				\$ 1,330,327.52

I. **MUNICIPAL SERVICES IMPACT FEE**

MUNICIPAL SERVICES FACILITIES FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 1,700.00	\$ 1,747,600.00
Residential, Multi Family	2,436	UNIT	\$ 1,700.00	\$ 4,141,200.00
FAIR SHARE OBLIGATION				\$ 5,888,800.00

J. **TRAFFIC/CIRCULATION IMPACT FEE**

TRAFFIC/CIRCULATION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 5,734.00	\$ 5,894,552.00
Residential, Multi Family	2,436	UNIT	\$ 3,509.00	\$ 8,547,924.00
Subtotal				\$ 14,442,476.00
Arterial Construction Credits (49% of Circulation Fee)		49%	of Circulation DIF	\$ (7,076,813.24)
Interchange Component Credit (51% of Circulation Fee)		10%	of Circulation DIF	\$ (1,098,450.83)
Total Circulation Construction Fee Credits				\$ (8,175,264.07)

FAIR SHARE OBLIGATION				
Residential, Single Family	1,028	41%	\$ 2,488.23	\$ 2,557,899.81
Residential, Multi Family	2,436	59%	\$ 1,522.71	\$ 3,709,312.12
Note: Circulation Fee Adjustment for Deletion of Citrus/Duncan Cyn Traffic Signal is \$114.48 per MF DU (556 DUs at Gardens) and \$187.07 per SF DU (943 DUs at Meadows and Gardens). Total True Up \$240,057.89.				
Note: Circulation Fee for 19960 et al, 19961 et al, and 19962 et al (Meadows Village) is \$1750.08 per SF DU. True Up Payment Addressed herein.				

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Casa Grande</u>				
Excavation	0	CY	\$ 6.00	\$ -
Remove Exist. AC	0	SF	\$ 1.25	\$ -
6.5" A.C. Pavement	0	TONS	\$ 95.00	\$ -
Sidewalk	14,280	SF	\$ 4.75	\$ 67,830.00
Sleeves	0	LF	\$ 15.00	\$ -
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00
Adjust Manhole to Grade	0	EA	\$ 800.00	\$ -
TOTAL CASA GRANDE				\$ 807,100.00

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Sierra Avenue</u>				
Excavation	3,709	CY	\$ 6.00	\$ 22,256.16
Remove Exist. AC	143,580	SF	\$ 0.45	\$ 64,611.00
6.5" A.C. Pavement	10,414	TONS	\$ 95.00	\$ 989,330.00
8" PCC Curb Only	4,770	LF	\$ 20.00	\$ 95,400.00
8" PCC Curb and Gutter	640	LF	\$ 16.50	\$ 10,560.00
Sidewalk	4,120	SF	\$ 4.75	\$ 19,570.00
Sleeves	1,200	LF	\$ 15.00	\$ 18,000.00
Traffic Signal [Grapeland/Segovia, Duncan Canyon]	2	EA	\$ 350,000.00	\$ 700,000.00
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
Adjust Manhole to Grade	23	EA	\$ 800.00	\$ 18,400.00
TOTAL SIERRA AVENUE				\$ 2,030,527.16

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Duncan Canvon</u>				
Excavation	3,715	CY	\$ 6.00	\$ 22,289.88
Remove Exist. AC	11,950	SF	\$ 0.45	\$ 5,377.50
6.5" A.C. Pavement	8,142	TONS	\$ 95.00	\$ 773,490.00
8" PCC Curb Only	9,953	LF	\$ 20.00	\$ 199,060.00
8" PCC Curb and Gutter	1,564	LF	\$ 16.50	\$ 25,806.00
Sidewalk	9,384	SF	\$ 4.75	\$ 44,574.00
Sleeves	2,980	LF	\$ 15.00	\$ 44,700.00
Traffic Signal [Cypress]	1	EA	\$ 350,000.00	\$ 350,000.00
Signal Interconnect (6-Pack w/96 Strand Fiber)	5,280	LF	\$ 35.00	\$ 184,800.00
Adjust Manhole to Grade	28	EA	\$ 800.00	\$ 22,400.00
TOTAL DUNCAN CANYON				\$ 1,672,497.38

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Citrus Avenue</u>				
Excavation	1,560	CY	\$ 6.00	\$ 9,359.40
Remove Exist. AC	54,890	SF	\$ 0.45	\$ 24,700.50
6.5" A.C. Pavement	2,426	TONS	\$ 95.00	\$ 230,470.00
8" PCC Curb Only	2,325	LF	\$ 20.00	\$ 46,500.00
Sleeves	480	LF	\$ 15.00	\$ 7,200.00
Traffic Signal		EA	\$ 400,000.00	\$ -
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
TOTAL CITRUS AVENUE				\$ 421,029.90

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Cypress Avenue</u>				
Excavation	1,249	CY	\$ 6.00	\$ 7,491.72
Remove Exist. AC	0	SF	\$ 1.25	\$ -
6.5" A.C. Pavement	8,038	TONS	\$ 95.00	\$ 763,610.00
8" PCC Curb and Gutter	1,370	LF	\$ 16.50	\$ 22,605.00
Sidewalk	8,240	SF	\$ 4.75	\$ 39,140.00
Sleeves	1,010	LF	\$ 15.00	\$ 15,150.00
Traffic Signal	0	EA	\$ 400,000.00	\$ -
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
TOTAL CYPRESS AVENUE				\$ 1,068,996.72

Subtotal - Casa Grande, Sierra Ave, Duncan Canyon, Citrus Avenue, Cypress Ave				\$ 6,000,151.16
Adjustment for Meadows Improvements at Citrus/Casa Grande & Cypress/Casa Grande Intersections				\$ 55,600.00
Contingency (35%)				\$ 2,119,512.91
PROJECT CIRCULATION CONSTRUCTION COMPONENTS				\$ 8,175,264.07

K **MEDIAN LANDSCAPE FEE**

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 279.00	\$ 286,812.00
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,436	UNIT	\$ 279.00	\$ 679,644.00
Subtotal				\$ 966,456.00
Total Construction Credit				\$ (2,126,312.10)
FAIR SHARE OBLIGATION				\$ (1,159,856.10)
Residential, Single Family	1,028	30%	\$ (334.83)	\$ (344,206.72)
Residential, Multi Family	2,436	70%	\$ (334.83)	\$ (815,649.38)
MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	FEE	TOTAL
Median Landscaping [Duncan Canyon, Citrus, Cypress, Sierra]*	143,186	SF	\$ 11.00	\$ 1,575,046.00
Subtotal				\$ 1,575,046.00
Contingency 35%				\$ 551,266.10
*Duncan Canyon (Citrus to Sierra); Citrus (between Tr. 16876/-1 and Duncan Canyon); Cypress (Duncan Canyon to Grapeland); Sierra (Duncan Canyon to Grapeland)				
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10

L. **PARK DEVELOPMENT FEE**

PARK DEVELOPMENT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 6,500.00	\$ 6,682,000.00
Residential, Multi Family	2,436	UNIT	\$ 5,981.70	\$ 14,571,421.20
Subtotal				\$ 21,253,421.20
Total Construction Credit				\$ (24,625,728.85)
FAIR SHARE OBLIGATION				\$ (3,372,307.65)
Residential, Single Family	1,028	31%	\$ (1,031.36)	\$ (1,060,241.53)
Residential, Multi Family	2,436	69%	\$ (949.12)	\$ (2,312,066.12)

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
Improvements for The Arboretum Park (10.7-AC)				
Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00
Clearing & Grubbing	10.7	AC	\$ 5,000.00	\$ 53,500.00
Excavation	44,000	CY	\$ 2.50	\$ 110,000.00
Est. 12" to 18" PVC Drain System	4,000	LF	\$ 24.00	\$ 96,000.00
Arboretum Park Hard/Softscape costs per Sitescapes Est. dated 6/12/08	1	LS	\$ 11,176,632.00	\$ 11,176,632.00
[Amenities include: Picnic Area w/ BBQs, Community Garden, Children's Play Park, Central Plaza w/ Fountain, etc.]				
SWPPP	1	EA	\$ 20,000.00	\$ 20,000.00
Subtotal				\$ 11,606,132.00

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
Improvements for The Meadows Park (4.6-AC)				
Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
Clearing & Grubbing	4.7	AC	\$ 5,000.00	\$ 23,500.00
Excavation	23,000	CY	\$ 2.50	\$ 57,500.00
Est. 6" to 12" PVC Drain System	1	LS	\$ 75,000.00	\$ 75,000.00
The Meadows Park Hard/Softscape costs per Sitescapes Est. dated June 2016	1	LS	\$ 3,735,255.00	\$ 3,735,255.00
[Amenities include: Central Pavilion Shade Structure, Themed Children's Play Area, 2 Half-court Basketball Courts, etc.]				
SWPPP	1	EA	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 4,001,255.00

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
Improvements for Meadows Pocket Park (.7-AC)				
Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
Clearing & Grubbing	0.7	AC	\$ 5,000.00	\$ 3,500.00
Excavation	3,400	CY	\$ 2.50	\$ 8,500.00
Est. 6" to 12" PVC Drain System	1	LS	\$ 15,000.00	\$ 15,000.00
The Meadows Pocket Park Hard/Softscape costs per Sitescapes Est. dated June 2016	1	LS	\$ 888,304.00	\$ 888,304.00
[Amenities include: Tot Lot, Outdoor Picnic Area with BBQs, Shade Structures, and Community Orchard]				
SWPPP	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal				\$ 959,304.00

Subtotal - Arboretum Park, Meadows Park, and Meadows Pocket Park				\$ 16,566,691.00
Contingency 35%				\$ 5,798,341.85
Total Park Improvements				\$ 21,405,728.85
Park Land Cost(Raw Land)	16.1	AC	\$ 200,000.00	\$ 3,220,000.00
PARK CONSTRUCTION CREDITS				\$ 24,625,728.85

M. **STORM DRAINAGE FACILITIES FEE**

STORM DRAINAGE	QUANT.	UNIT	FEE	TOTAL
Arboretum SP	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50
Park	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80
Subtotal	273.73			\$ 5,580,705.30
Total Construction Credits				\$ (13,661,885.25)
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
<u>MASTER PLAN DRAIN SYSTEM</u>				
30" RCP	885	LF	\$ 130.00	\$ 115,050.00
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00
60" RCP	940	LF	\$ 299.00	\$ 281,060.00
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00
72" RCP	300	LF	\$ 387.00	\$ 116,100.00
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00
Subtotal				\$ 10,119,915.00 ¹
Contingency 35%				\$ 3,541,970.25
SD CONSTRUCTION CREDITS				\$ 13,661,885.25

¹The Single-Family DIF is charged when an individual lot is created and will be transferred to a third-party homebuyer in Fee Simple Absolute

²The Multi-Family DIF is charged when a condominium lot is created and transferred to a third-party homebuyer.

**EXHIBIT “E-3”
TO ARBORETUM DEVELOPMENT AGREEMENT**

Excess Fee Credits

G. SEWER CONNECTION IMPACT FEE

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 876.61	\$ 902,031.69	
Residential, Multi Family	2,435	UNIT	\$ 876.61	\$ 2,134,545.35	
Subtotal				\$ 3,036,577.04	
Total Construction Credit				\$ (3,511,779.30)	

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00	
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00	
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00	
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00	
60" Sewer Manhole					
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00	
Contingency 35%				\$ 910,461.30	
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30	

Excess Sewer Connection Credits \$ 475,202.26

K. MEDIAN LANDSCAPE FEE

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	FEE	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 279.00	\$ 287,091.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,435	UNIT	\$ 279.00	\$ 679,365.00	
Subtotal				\$ 966,456.00	
Total Construction Credit				\$ (2,126,312.10)	
FAIR SHARE OBLIGATION				\$ (1,159,856.10)	
Residential, Single Family	1029	30%	\$ (334.83)	\$ (344,541.55)	
Residential, Multi Family	2,435	70%	\$ (334.83)	\$ (815,314.55)	

MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	FEE	TOTAL	COMMENT
Median Landscaping (Duncan Canyon, Citrus, Cypress, Sierra)*	143,186	SF	\$ 11.00	\$ 1,575,046.00	
Subtotal				\$ 1,575,046.00	
Contingency 35%				\$ 551,266.10	
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10	

Excess Median Landscape Credits \$ 1,159,856.10

M. STORM DRAINAGE FACILITIES FEE

STORM DRAINAGE	QUANT	UNIT	FEE	TOTAL	COMMENT
Arboretum SP	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50	
Park	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80	
Subtotal	273.73			\$ 5,580,705.30	
Total Construction Credits				\$ (13,661,885.25)	
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)	
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)	

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>MASTER PLAN DRAIN SYSTEM</u>					
30" RCP	885	LF	\$ 130.00	\$ 115,050.00	
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00	
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00	
60" RCP	940	LF	\$ 299.00	\$ 281,060.00	
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00	
72" RCP	300	LF	\$ 387.00	\$ 116,100.00	
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00	
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00	
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00	
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00	
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00	
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00	
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00	
Subtotal				\$ 10,119,915.00	
Contingency 35%				\$ 3,541,970.25	
SD CONSTRUCTION CREDITS				\$ 13,661,885.25	

Excess Storm Drain Credits \$ 8,081,179.95

EXHIBIT “L-1”
TO ARBORETUM DEVELOPMENT AGREEMENT
Arboretum Fee Schedule-Commercial
[As of Effective Date of Third Amendment]



DEVELOPMENT FEES City of Fontana

BUILDING AND SAFETY

FEE TYPE	RESIDENTIAL	COMMERCIAL	INDUSTRIAL
PLAN CHECK & PERMIT: GRADING BUILDING ELECTRICAL MECHANICAL PLUMBING DISABLED ACCESS STATE ENERGY	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054
SMI (min of \$.50)	0.00013 x VALUATION OF BLDG	0.00028 x VALUATION OF BLDG	0.00028 x VALUATION OF BLDG
PLANNING PLAN CHECK	\$191 PER SUBMITTAL \$95 FOR ROOM ADD/ALT	\$191 PER SUBMITTAL	\$191 PER SUBMITTAL
ENGINEERING PLAN CHECK (ON-SITE REVIEW)	\$120 PER SUBMITTAL \$60 PER ROOM ADD/ALT	\$120 PER SUBMITTAL	\$120 PER SUBMITTAL
FIRE PLAN CHECK	\$90 PER SUBMITTAL \$60 (INCLUDES: ADD/ALT) \$130 PER MISC PROJECT \$191 PER GRADING	\$350 PER SUBMITTAL/NEW CONST \$180 PER TENANT IMPROVEMENT \$130 PER MISC PROJECT \$191 PER GRADING	\$350 PER SUBMITTAL/NEW CONST \$180 PER TENANT IMPROVEMENT \$130 PER MISC PROJECT \$191 PER GRADING
BUILDING STANDARDS	\$1 PER \$25K VALUATION; MINIMUM OF \$1	\$1 PER \$25K VALUATION; MINIMUM OF \$1	\$1 PER \$25K VALUATION; MINIMUM OF \$1
COMPUTER FEES	\$.05 PER BLDG SF	\$.05 PER BLDG SF	\$.05 PER BLDG SF
TRAINING FEE	\$4 PER PERMIT	\$4 PER PERMIT	\$4 PER PERMIT
ARCHIVE	\$3 PER PLAN PAGE	\$3 PER PLAN PAGE	\$3 PER PLAN PAGE
MOBILE HOME	PER TITLE 25; CALIFORNIA REGULATIONS	N/A	N/A
NEW CERTIFICATE OF OCCUPANCY:	N/A	\$181.00	\$181.00
TEMPORARY CERTIFICATE OF OCCUPANCY	N/A	\$312.00	\$312.00
INCIDENTAL/NUISANCE INSPECTIONS	\$152.00	\$152.00	\$152.00
PLAN CHECK/PERMIT EXTENSION	\$123.00	\$123.00	\$123.00

PLANNING

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL PER S.F NEW DEVELOPMENT	INDUSTRIAL PER S.F NEW DEVELOPMENT
		0-2 BEDROOM	3+ BEDROOM		
CIRCULATION	\$6,685.00	\$4,092.00	\$4,092.00	\$10.03 - COMM//RETAIL \$8.12 - OFFICE	\$4.09/BLDG SQ FT
ACTIVE TRANSPORTATION PLAN	\$925.00	\$878.00	\$925.00	\$0.253	0.073
LOCAL ARTERIALS	\$518.00	\$492.00	\$518.00	\$0.141	0.041
TRAFFIC SIGNALS	\$160.00	\$154.00	\$160.00	\$0.044	0.013
LANDSCAPE MEDIAN	\$326.00	\$310.00	\$326.00	\$0.089	0.026
PUBLIC FACILITIES	\$520.00	\$494.00	\$520.00	\$0.142	0.042
POLICE	\$552.00	\$523.00	\$552.00	\$0.150	0.044
LIBRARY	\$116.00	\$110.00	\$116.00	\$0.031	0.009
FIRE FACILITIES	\$431.00	\$409.00	\$431.00	\$0.118	0.034
FINAL PLANNING INSPECTION	\$90.00	\$90.00	\$90.00	\$566.00	\$566.00



DEVELOPMENT FEES City of Fontana

PLANNING CONTINUED

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL	INDUSTRIAL
		0-2 BEDROOM	3+ BEDROOM	PER SF OF NEW DEVELOPMENT	PER SF OF NEW DEVELOPMENT
INCLUSIONARY*	*Residential: Applies to development of 5 or more units only			*Non Residential: Applies to development greater than 5,000 s.f.	
	\$1,574.00	\$768.00		\$1.31 - OFFICE \$1.61 - HOBBY/MEDICAL \$0.80 - HOTEL/MOTEL \$1.88 - RETAIL/ENTERTAINMENT	\$0.14 - MANUFACTURING/INDUSTRIAL \$0.15 - WAREHOUSE/DISTRIBUTION
PARK DEVELOPMENT:	\$7,733.00	\$7,347.00	\$7,733.00	N/A	N/A
MUNICIPAL SERVICES BASED ON FISCAL ANALYSIS	\$2,630.00	\$2,630.00	\$2,630.00	N/A	
LANDSCAPE PLAN CHECK	\$203.00 PER SFD (1) \$1,474.00 5 ACRES OR LESS \$2,835.00 MORE THAN 5 ACRES				
LANDSCAPE PERMIT ISSUANCE FEE	\$43.00				
LANDSCAPE INSPECTION FEE	\$67.00 PER SFD (1)				
MISCELLANEOUS FEES	\$286 X NO. OF SHEETS FOR REVISIONS TO CITY APPROVED PLANS \$54 X NO. OF SHEETS FOR GIS ARCHIVE (CFD & PUBLIC PARKS ONLY)				

ENGINEERING

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL	INDUSTRIAL
		0-2 BEDROOM	3+ BEDROOM	PER SF OF NEW DEVELOPMENT	PER SF OF NEW DEVELOPMENT
SEWER EXPANSION **Equivalent Dwelling Unit	\$8,620.00 PER DWELLING UNIT			\$8,620.00 PER EDU**	
SEWER CONNECTION MASTER	\$1,023.00 PER DWELLING UNIT			\$1,023.00 PER EDU**	
SEWER CONNECT PERMIT	\$25 PER CONNECTION				
SEWER DEPOSIT	N/A	\$60.24 PER BILLING ACCT	\$60.24 PER BILLING ACCT	\$60.24 PER BILLING ACCT	\$60.24 PER BILLING ACCT
STORM WATER PLAN CHECK (\$WQMP) & INSPECTION	\$3,349 PRELIMINARY & FINAL REVIEW \$ 1,020 AMENDMENT				
ENGINEERING FINAL INSP	\$37.00				
FLOOD CONTROL FEE: *	PER NET ACRE				
A. ETWANDA	\$9,790.00	\$9,790.00	\$9,790.00	\$9,790.00	\$9,790.00
STORM-DRAIN FEES: *					
A. DECLEZ NORTH	\$27,182	\$27,182	\$27,182	\$27,182	\$27,182
B. DECLEZ SOUTH	\$32,274	\$32,274	\$32,274	\$32,274	\$32,274
C. FONTANA EAST	\$16,550	\$16,550	\$16,550	\$16,550	\$16,550
D. UPPER ETWANDA	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508
E. MIDDLE ETWANDA	\$ 8,102	\$ 8,102	\$ 8,102	\$ 8,102	\$ 8,102
F. LOWER ETWANDA	\$ 9,713	\$ 9,713	\$ 9,713	\$ 9,713	\$ 9,713
G. I-10 NORTH	\$23,768	\$23,768	\$23,768	\$23,768	\$23,768
H. I-10 SOUTH	\$ 5,827	\$ 5,827	\$ 5,827	\$ 5,827	\$ 5,827
I. I-15 NORTH	\$22,226	\$22,226	\$22,226	\$22,226	\$22,226
J. PROJECTS 3-4	\$19,492	\$19,492	\$19,492	\$19,492	\$19,492

ENVIRONMENTAL

STORM WATER COMPLIANCE FEE	ALL NEW CONSTRUCTION (INSPECTION)
LOW PRIORITY: Less than 5 acres	\$396.00
MEDIUM PRIORITY: 5 acres, but less than 50 acres	\$793.00
HIGH PRIORITY: Greater than 50 acres	\$1,587.00
NON-COMPLIANCE RE-INSPECTION FEE	\$113.00/hr

☎: Check with Environmental Health for all other applicable fees

School: See School District for all applicable fees

Etowanda Unified District	(909) 899-2451	6061 East Ave. Etowanda Ave. Etowanda, CA.*
Cucamonga Unified School District	(909) 987-8942, x 238	8776 Archibald Ave. Rancho Cucamonga, CA.*
(*Certificates from these districts must also be accompanied by a certificate from the Chaffey Union H.S. District)		
Chaffey Union High School District	(909) 988-8511	211 W. Fifth St. Ontario, CA.*
(*Certificates from the Chaffey Union H.S. District must also be accompanied by a certificate from the Etowanda or Cucamonga District)		
Colton Unified School District	(909) 580-5000, x6642	325 N. Hermosa Avenue, Colton, CA.
Fontana Unified School District	(909) 357-7528, x 29456	9851 Catalba Ave. Fontana, CA.
Rialto Unified School District	(909) 421-7555	625 W. Rialto Ave. Rialto, CA.

**** Approximately 65 EDUs (To be determined in accordance with City calculation of EDU's for commercial facilities in the Land Use Regulations)**