

AGREEMENT AND PERMIT TO ENTER

THIS AGREEMENT AND PERMIT TO ENTER (the “**Agreement**”), dated as of June ____, 2026 for identification purposes only, is made by and between the City of Fontana, California, a municipal corporation (the “**Owner**”) and Fontana Courtplace I Housing Partners, L.P., a California limited partnership (the “**Permittee**”), with reference to the following:

RECITALS

A. Permittee owns that certain real property located at [REDACTED] Sierra Avenue, Fontana, California (the “**Site**”), and Owner is the owner of certain real property adjacent to the Site located at [REDACTED] Sierra Avenue, Fontana, California (the “**Owner’s Property**”).

B. In connection with Permittee’s development of an affordable housing complex on the Site (the “**Project**”), Permittee has requested Owner’s permission to access a portion of the Owner’s Property described on Exhibit “A” hereto (the “**Licensed Premises**”) for the purpose of staging construction equipment and materials in connection with Permittee’s development of the Project.

C. Permittee and Owner desire to enter into this Agreement to provide, among other things, Owner’s consent to the entry on to the Licensed Premises by Permittee, its contractors, subcontractors and agents (collectively, the “**Permittee Parties**”) in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, Owner and the Permittee agree as follows:

1. Owner. Owner represents that it is the owner in fee of the Licensed Premises and has the right to grant the license described herein.

2. Grant. Owner hereby grants to the Permittee Parties, a limited and revocable license (the “**License**”) to enter upon the Licensed Premises, to the extent necessary to: store construction materials, stockpile dirt for use on the Owner’s Property during construction, construct and operate a ramp for the purposes of offloading dirt onto the Licensed Premises and stage vehicles and equipment in connection with the development of the Project (the “**Work**”). Permittee acknowledges and agrees that the Licensed Premises are accepted in their “As Is” condition, with all faults, and Owner makes no representation or warranty regarding the condition, suitability, or fitness of the Licensed Premises for Permittee’s intended use.

3. Term. The term of the License shall terminate upon completion of the Work, but in no event later than January 31, 2028.

4. Ramp Specifications. Any temporary ramp constructed on the Licensed Premises shall be used solely in connection with the WORK and shall be constructed, maintained, operated and removed by Permittee at its sole cost and expense. The location, general configuration, and approximate dimensions of the ramp shall be subject to Owner’s prior written approval, which approval shall not be unreasonably withheld. Owner’s approval of the ramp shall not be deemed a representation or warranty that the ramp complies with any applicable laws. Permittee shall ensure that the ramp and all related activities comply with all applicable laws. Permittee shall implement and maintain appropriate safety measures necessary to prevent injury to persons or damage to property arising from the construction, use, or removal of ramp.

5. Drainage and Water Runoff. Permittee shall conduct the Work in a manner that does not materially alter existing drainage patterns on or from the Licensed Premises or cause erosion, sedimentation, ponding, or runoff onto adjacent property. Permittee shall be responsible for implementing and maintain all temporary and permanent measures reasonably necessary to prevent adverse drainage impacts arising from the Work, including stockpiling and ramp-related activities. Permittees shall promptly repair and remediate any damage resulting from any of the aforementioned activities.

6. Permittee Cost. All of the Work shall be undertaken by the Permittee Parties at Permittee's sole cost and expense. At Permittee's sole cost, Permittee shall repair any damage to the Licensed Premises caused by Permittee Parties during performance of the Work and restore the Licensed Premises to substantially the same condition that existed prior to the damage, including without limitation, regrading, disturbed areas and stabilizing disturbed soils. Such restoration shall be complete within thirty (30) days following the expiration or termination of this Agreement. If Permittee fails to timely repair or restore the Licensed Premises as required under this Agreement, Owner may, but shall not be obligated to, perform such repair or restoration, and Permittee shall reimburse Owner for all costs incurred within fifteen (15) days following written demand. Upon expiration or termination of this Agreement, Permittee shall promptly remove all equipment, vehicles, materials, stock piled soil, temporary improvements, debris, and personal property brought onto the Licensed Premises by Permittee Parties.

7. Permits and Approvals. Permittee shall obtain all permits and approvals necessary to perform the Work, if any.

8. Commencing Work. Permittee and its contractors, subcontractors and permittees (the "**Permittee Parties**") may commence the Work immediately after execution of this Agreement by Owner.

9. Owner's Right to Require Relocation. Upon not less than ten (10) days' prior written notice, Owner may reasonably require Permittee to relocate any stockpiled soil, construction materials, equipment, vehicles, staging areas, or temporary improvements, within the Licensed Premises. Permittee shall comply with such request at its sole cost and expense, provided that the requested relocation does not materially impair Permittee's ability to perform the Work.

10. Mechanic's Liens. Permittee shall not permit or suffer any mechanic's or materialmen's or other liens of any kind or nature to be recorded and/or enforced against the Licensed Premises for work done or materials furnished on its behalf.

11. Compliance with Law. Permittee shall perform the Work in compliance with all applicable law.

12. Hazardous Materials. Permittee shall not cause or permit any hazardous substances, materials, contaminants or pollutants to be brought on to, stored, released or disposed of upon the Licensed Premises. Permittee shall be solely responsible for any cleanup, remediation, or restoration resulting from the release of hazardous materials caused by Permittee Parties and shall indemnify and hold harmless Owner from and against any claims, liabilities, costs, or damages arising therefrom.

In connection with any stockpiling of soil or earthwork activities on the Licensed Premises, Permittee shall implement and maintain commercially reasonable erosion control, sediment

control, and dust control and shall conduct such activities in compliance with all applicable laws. Permittee shall immediately repair and remediate any damage to the Licensed Premises resulting from erosion, sediment, migration, runoff, or dust caused by Permittee's activities.

13. Insurance. Permittee shall maintain in full force during the term of this Agreement, at Permittee's own expense (i) a policy of commercial general liability coverage (Insurance Services Office ("ISO") occurrence form CG 00 01 or equivalent), naming Owner as an additional insured, having a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000), (ii) workers compensation insurance as required by the State of California, with statutory limits, and employers liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease for Permittee Parties who enter the Licensed Premises. Such commercial general liability insurance shall provide coverage for, among other things: blanket contractual liability; premises; bodily injury, including death; property damage; personal injury; and products, product liability, and completed operations for the Work performed on the Licensed Premises.

14. Default. The following shall constitute a default ("**Default**") hereunder: Permittee fails to observe or perform any of the provision of this Agreement and such failure is not cured within five (5) business days after notice from Owner. Owner may immediately terminate the License upon the occurrence of a Default by notice to Permittee, in which event Permittee shall immediately vacate the Licensed Premises in the condition required under Section 4 above.

15. Revocation. Owner reserves the right, in its sole discretion, to revoke this License, in whole or in part, at any time upon written notice to Permittee if Owner determines, in its reasonable discretion, that Permittee's activities materially interfere with Owner's operations on the Licensed Premises, create unsafe conditions, or otherwise adversely affect the Licensed Premises.

16. Release and Indemnity. All persons who enter upon the Licensed Premises pursuant to this Agreement do so at their own risk. Owner shall not be liable for any loss, theft, damage or injury of any kind or character to any person, property or the Licensed Premises, including, but not limited to, Permittee Parties, or caused by or arising from any act or omission by any Permittee Parties, or any use of the Licensed Premises under the terms of this Agreement. Permittee, as a material part of the consideration of this Agreement, waives on its behalf all claims and demands against Owner, its officers, directors, managers, members, employees, agents, successors and assigns (collectively, "Owner Indemnitees") for any such loss, damage or injury, whether direct or indirect, known or unknown, foreseen or unforeseen. Permittee shall indemnify, protect, defend (with legal counsel reasonably acceptable to Owner) and hold Owner and Owner Indemnitees entirely free and harmless from any and all cost, claims, actions, damages, demands, injuries, liabilities, liens, expenses (including attorneys' fees and costs and cost to enforce Permittee's obligations under this Section) and other obligations to the extent caused by the use of and all work performed within the Licensed Premises by Permittee Parties. Permittee shall pay or cause to be paid all of such costs, claims, damages, demands, injuries, liabilities, liens and other obligations before any action is brought to enforce the same against Owner, Owner Indemnitees or the Licensed Premises. Permittee's covenants in this Section shall survive the termination of this Agreement and shall be binding on Permittee until such time as an action against Owner is absolutely barred by the applicable statute of limitations. Permittee's obligations to defend and indemnify Owner and Owner Indemnitees will be triggered by the mere assertion of a claim against Owner and/or Owner Indemnitees, without regard to the merit of such claim and whether or not the claim arose from the negligence or other fault of Permittee. Permittee

agrees that this release includes claims of which it is not presently aware and acknowledges that it is familiar with Section 1542 of the California Civil Code which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

17. Notice. Any notice required under this Agreement shall be in writing and shall be deemed given upon (a) personal delivery, (b) delivery by overnight courier, (c) seventy-two (72) hours after deposit into the United States mail, postage prepaid, or (d) email transmission with confirmation of receipt. Notices shall be sent to the following for each party:

To Owner: City of Fontana
Attn: Housing Department
16860 Valencia Avenue, Fontana CA 92335
Fontana, CA 92335

Copy to: Ruben Duran
City Attorney
2855 Guasti Rd, Suite 400
Ontario, CA 91764
Email: ruben.duran@bbklaw.com

To Permittee:

Fontana Courtplace I Housing Partners, L.P.
c/o The Related Companies of California, LLC
660 Newport Center Drive, Suite 1250
Newport Beach, CA 92660
Attn: Ann Silverberg

Copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens
Email: ndeddens@bocarsly.com

18. No property interest. This Agreement grants only a temporary limited revocable license to enter the Licensed Premises and does not create or convey any leasehold, easement, ownership interest, possessory right, or other real property interest of any kind in favor of Permittee or any Permittee Parties.

19. Attorney's Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party hereto, the prevailing party shall be entitled to receive from

the other party, in addition to any other relief that may be granted, the reasonable fees, costs, and expenses.

20. Assignment. Permittee shall not assign, transfer, sublicense, or otherwise convey any rights under this Agreement without the prior written consent of the Owner.

21. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become or is held to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of California.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

(document continues on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

OWNER:

CITY OF FONTANA,
a municipal corporation

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Germaine Key
City Clerk

Approved as to form

By: _____
Ruben Duran
City Attorney

(signatures continue on following page)

PERMITTEE:

FONTANA COURTPLACE I HOUSING PARTNERS, L.P., a California limited partnership

By: Related/Fontana Courtplace I Development Co., LLC,
a California limited liability company,
its administrative general partner

By: _____
Ann Silverberg, Authorized Signatory

By: FFAH V Fontana Courtplace I, LLC,
a California limited liability company,
its managing general partner

By: Foundation for Affordable Housing V, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Tarun Chandran, Vice President

By: LBI Southridge Fontana LLC,
a California limited liability company,
its co-general partner

By: LaBarge Industries, LLC,
a Delaware limited liability company,
its sole member

By: _____
Joshua LaBarge, President

EXHIBIT "A"

LICENSED PREMISES