

RECORDING REQUESTED BY:

CITY OF FONTANA

AND WHEN RECORDED MAIL TO:

CITY OF FONTANA
16860 Valencia Avenue
Fontana, CA 92335

EXEMPT FROM RECORDING FEES PER GOV. CODE § 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE § 11922

**AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT
BETWEEN THE CITY OF FONTANA AND
PRIME POINT PROPERTY CORPORATION**

This is Amendment No. 1 (“Amendment No. 1”) to that certain Settlement Agreement (“Agreement”) made on January 24, 2019 between the City of Fontana (“City”) and Prime Point Property Corporation (“Owner”) and recorded on February 7, 2019 in the Official Records of the County of San Bernardino as Document Number 2019-0041784. This Amendment No. 1 is made and entered into on _____ (“Amendment No. 1 Effective Date”) to (a) amend the definition of the “Property” under the Agreement to correspond with current parcels, (b) release certain addresses from the Agreement, subject to terms and conditions, and (c) authorize the City Manager of City to negotiate and execute certain further releases and amendments to the Agreement without further City Council approval.

1. Capitalized Terms. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Property. The Property, as defined in the Agreement, has undergone certain lot line adjustments and other actions which have eliminated some of the addresses listed. The current addresses for the Property are as follows, and the Agreement is hereby amended accordingly:

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT
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Address	Assessor's Parcel Number (APN)
15252 Valley Blvd, Fontana, CA 92335	0235-072-12
15244 Valley Blvd, Fontana, CA 92335	0235-072-11
15170 Valley Blvd, Fontana, CA 92335	0235-072-10
15132 Valley Blvd, Fontana, CA 92335	0235-072-09
9987 Fontana Ave, Fontana, CA 92335	0235-063-15

The current legal description for the Property is set forth on Exhibit A attached hereto and incorporated herein by this reference.

3. Release of Addresses. 15252 Valley Blvd, Fontana, CA 92335 (APN 0235-072-12) and 15244 Valley Blvd, Fontana, CA 92335 (0235-072-11) (the "Released Parcels") have completed entitlement and development consistent with the Development Schedule integrated into the Agreement, and are hereby released and discharged from the requirements of the Agreement as of the Amendment No. 1 Effective Date. The legal description for the Released Parcels is set forth on Exhibit B attached hereto and incorporated herein by this reference.
4. Timely Completion, Liquidated Damages. Owner's timely completion of development and entitlement consistent with the Development Schedule integrated into the Agreement on 15170 and 15132 Valley Blvd, Fontana, CA 92335 (APNs 0235-072-09 and 0235-072-10) on or before January 31, 2027, and Owner's timely completion of development and entitlement consistent with the Development Schedule integrated into the Agreement on 9987 Fontana Ave, Fontana, CA 92335 (APN 0235-063-15) on or before January 31, 2028 are of critical importance to remediating the condition of the Property. Since the determination of actual damages to the City for any delay in performance of the foregoing would be extremely difficult or impractical to determine in the event of a breach of these covenants, Owner shall be liable for and shall pay to City as liquidated damages the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each working day of delay in the completion of development and entitlement as set forth in this Section 4. City may withhold or delay future permits requested by owner until any liquidated damages due and payable hereunder are paid to City.
5. Future Releases. The City Manager of City shall have the authority to negotiate and execute without further approval from the City Council (a) other releases or conditional releases of portions of the Property that have completed development and entitlement consistent with the Development Schedule integrated into the Agreement and (b) other amendments to the Agreement which, in the City

Manager's sole discretion, do not impact material deal terms or increase the City's liability under the Agreement. Notwithstanding the foregoing, the City Manager may refer any amendments subject to this Section to the City Council.

6. Other Terms. All other terms and conditions of the Agreement remain in full force and effect.
7. Counterparts. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

8.

CITY OF FONTANA

By: _____
Matthew Ballantyne, City Manager

PRIME POINT PROPERTY CORPORATION

[Two Officer Signatures Required]
By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____
Germaine Key, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP.

By: _____
Jennifer J. Farrell, 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)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(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)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(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)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

A leasehold as created by that certain lease dated June 7, 2023, executed by Prime Point Property Corp., a California corporation, as lessor, and Transwest Truck Center, LLC, a California Limited Liability Company, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded June 8, 2023 as Instrument No. 2023-0141952 of Official Records, upon and subject to all the terms and provisions contained in said document, and in said lease.

Parcel 1 as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-09

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

A leasehold as created by that certain lease dated June 7, 2023, executed by Prime Point Property Corp., a California corporation, as lessor, and Transwest Truck Center, LLC, a California Limited Liability Company, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded June 8, 2023 as Instrument No. 2023-0141952 of Official Records, upon and subject to all the terms and provisions contained in said document, and in said lease.

Parcel 2 as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-10-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 3, as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-11-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 4 as shown on the Map entitled "PARCEL MAP 19983", filed for record on July 27, 2021 in Book 256 of Parcel Maps, at Pages 97-98, San Bernardino County Records.

APN: 0235-072-12-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel One:

Parcel 5, as shown in Parcel Map 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel Two:

Non-Exclusive easement for reciprocal ingress and egress, drainage, and utility purposes, and joint maintenance of drainage and water quality management facilities, and common access areas over Parcels 1, 2, 3, and 4 as shown in Parcel Map 19983 as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-063-15-0000

EXHIBIT B
LEGAL DESCRIPTION OF RELEASED PARCELS

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 3, as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-11-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 4 as shown on the Map entitled "PARCEL MAP 19983", filed for record on July 27, 2021 in Book 256 of Parcel Maps, at Pages 97-98, San Bernardino County Records.

APN: 0235-072-12-0-000