

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Riverside
3900 Main Street
Riverside, CA 92522
Attn: City Clerk

APNs: 284-140-014, 015, 017, 018

**FIRST AMENDMENT TO
THE GROVE COMMUNITY CHURCH
DEVELOPMENT AGREEMENT**

among

**CITY OF RIVERSIDE,
a municipal corporation,**

**THE GROVE COMMUNITY CHURCH,
a California non-profit corporation,**

and

**RIDGE CREST CARDINAL – RIVERSIDE, LP,
a California limited partnership**

**FIRST AMENDMENT TO
THE GROVE COMMUNITY CHURCH DEVELOPMENT AGREEMENT**

This First Amendment to The Grove Community Church Development Agreement (“**Amendment**”) is entered into this _____ day of _____, 2015, among (i) the City of Riverside, a municipal corporation (“**City**”), (ii) The Grove Community Church, a California non-profit corporation (the “**Church**”), and (iii) Ridge Crest Cardinal – Riverside, LP, a California limited partnership (“**RCC**”, and together with the Church, the “**Developer**”). All references herein to “Developer” shall apply to each Developer with regard to its respective Development or otherwise as the context dictates. Hereafter, City, the Church and RCC may sometimes be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, City and the Church previously entered into that certain “**Grove Community Church Development Agreement**,” which was recorded in the Official Records of Riverside County (“**Official Records**”) on November 26, 2003 as Document No. 2003-934365 (“**Original Development Agreement**”) with respect to the Church’s development of a new site for its worship center and related recreational and educational facilities and other permitted facilities and uses, together with related offsite improvements (“**Church Project**”) on certain real property (“**Property**”) described in the Original Development Agreement;

WHEREAS, subsequent to the date of the Original Development Agreement, the Church modified the Church Project and no longer required all of the land originally planned for the Church Project and, accordingly, the Church conveyed a portion of the Property encumbered by the Original Development Agreement to RCC by grant deed, which was recorded in the Official Records on September 11, 2013 as Document No. 2013-0443899;

WHEREAS, the portion of the Property retained by the Church is more particularly described in Exhibit “1” hereto (“**Church Property**”), while the portion of the Property conveyed to RCC is more particularly described in Exhibit “2” hereto (“**RCC Property**”);

WHEREAS, RCC intends to construct a single family residential development project on the RCC Property in accord with the RCC Entitlements (defined below) (“**RCC Project**”);

WHEREAS, the Parties have determined that certain amendments to the Original Development Agreement are necessary and appropriate and, accordingly, execute this Amendment;

WHEREAS, Section 6.8 of the Original Development Agreement and Government Code Section 65868 authorize the Parties to amend the Original Development Agreement; provided that this Amendment is executed and approved in the manner set forth in City Resolution No. 15475, as the same may be amended; and

WHEREAS, on _____, 2015, following all legally required notices and public hearings, the City Council of the City introduced Ordinance No. _____ approving

this Amendment, which ordinance was adopted on _____, 2015, and took effect thereafter on _____, 2015.

OPERATIVE PROVISIONS

NOW, THEREFORE, the Parties agree as follows:

1. **EFFECTIVENESS; EFFECT.**

1.1. **Effectiveness of Amendment; Recordation.** This Amendment will become effective upon the date (“**Amendment Effective Date**”) when both of the following are true: (a) thirty (30) days have elapsed since the City Council’s adoption of City Ordinance No. _____ approving this Amendment, and (b) the RCC Entitlements (defined below) have been approved by the City and all appeal periods related to those approvals have passed without an appeal being filed or, if an appeal is filed, the appeal has been fully and finally resolved on terms acceptable to the Parties in their respective sole discretion. The City Clerk will record this Amendment in the Official Records within the period required under Government Code Section 65868.5.

1.2. **Effect Upon Original Development Agreement.** Upon the Amendment Effective Date, this Amendment will bind the Parties and amend, modify or delete, as applicable, those provisions of the Original Development Agreement described below. Except as specifically amended by this Amendment, all definitions, terms, conditions, provisions and requirements of the Original Development Agreement remain unchanged and in full effect. After the Amendment Effective Date, wherever the term “**Agreement**” appears in the Original Development Agreement or this Amendment, it will be read and understood to mean the Original Development Agreement as modified by this Amendment. All initially capitalized terms used and not otherwise defined in this Amendment will have the meanings given to those terms in the Original Development Agreement. The miscellaneous terms and provisions of the Original Development Agreement (including Section 1.1) are amended as necessary to conform them to the modifications set forth in this Amendment.

2. **AMENDMENTS TO ORIGINAL DEVELOPMENT AGREEMENT.**

2.1. **Section 1.2.2.** Notwithstanding anything to the contrary contained in this Amendment, all references to the “Developer” in Section 1.2.2 of the Agreement shall mean and refer to the Church only.

2.2. **Exhibit “A-1” to Original Development Agreement.** Exhibit “A-1” to the Agreement, containing the legal description of the “**Property**” (as defined in the Original Development Agreement) is amended by the deletion of that exhibit in its entirety and the substitution of Exhibits “1” and “2” attached hereto in its place, which exhibits contain the legal descriptions of the Church Property and the RCC Property, respectively.

2.3. **Section 1.4.** Section 1.4 of the Agreement is amended by the deletion of that Section in its entirety and the substitution of the following new Section 1.4 in its place:

“1.4 The Property. This Agreement shall benefit and burden that certain real property legally described and shown on Exhibit “1” (the “**Church**

Property”) and Exhibit “2” (“**RCC Property**”) attached hereto. Hereafter, the Church Property and the RCC Property may sometimes be referred to collectively as the “**Property**.”

2.4. Term of Agreement. The term of the Agreement as to the Church Property commenced on the “**Effective Date**” (as defined in the Original Development Agreement) and will continue for a period of twenty (20) years from the “**Approval Date**” (as defined in the Original Development Agreement), unless sooner terminated as provided in the Agreement.

The term of the Agreement as to the RCC Property will commence on the Amendment Effective Date and will continue for ten (10) years thereafter, unless sooner terminated as provided in the Agreement.

The foregoing notwithstanding, the Agreement will automatically terminate as to any residential lot within the RCC Property upon the issuance of a certificate of occupancy for the residential unit developed on that lot and its sale to a member of the general public.

2.5. Section 3.1. Section 3.1 of the Agreement is amended by the deletion of that Section in its entirety and the substitution of the following new Section 3.1 in its place:

“3.1 Preparation of Concept and Site Plans and Related Documents. All concept and site plans prepared and submitted to the City with Conditional Use Permits CU-059-012 (Church Complex and Bookstore/Restaurant) and Vesting Tract Map 30508 (all of which shall be collectively referred to herein as the “**Church Entitlements**”) have been previously approved by the City (“**Existing Development Approvals**”). In connection with the RCC Project, RCC has submitted applications for Planned Residential Development (PRD) P14-0472 and Tentative Tract Map 39534 (collectively, “**RCC Entitlements**”, and together with the Church Entitlements, the “**Entitlements**”) to the City for its review and approval. For any material deviation from the Existing Development Approvals, or the RCC Entitlements following their approval, either the Church (as to the Church Entitlements) or RCC (as to the RCC Entitlements) shall prepare and submit to the City concept and site plans and related documents pertaining to such modification for the City’s review and approval, pursuant to this Agreement. The concept and site plans and related documents shall be consistent with uses and restrictions envisioned by this Agreement.”

2.6. Section 3.4. Section 3.4 of the Agreement is amended by the deletion of that Section in its entirety and the substitution of the following new Section 3.4 in its place:

“3.4 Cost of Construction. Except as set forth herein or in the Church Entitlements, the cost and expense of undertaking and completing the Church Project (to the extent not already completed), including, without limitation, constructing all required on-and off-site improvements, and providing all utilities therefor, shall be borne by the Church at its sole cost, expense and liability. Except as set forth herein or in the RCC Entitlements,

the cost and expense of undertaking and completing the RCC Project, including, without limitation, constructing all required on-and off-site improvements, and providing all utilities therefor, shall be borne by the RCC at its sole cost, expense and liability. City agrees to provide for and pay the cost of construction and installation of certain off-site improvements and modifications as listed on Exhibit "B" for both the Church Project and the RCC Project."

2.7. Section 3.5. Section 3.5 of the Agreement is amended to provide that (i) the Church shall only be obligated to indemnify, hold harmless and provide a defense for the City and others pertaining to the matters referenced therein with respect to its performance under the Agreement, the Church Property and any action challenging the validity of the Agreement as to the Church Property or the Church Project, (ii) RCC shall only be obligated to indemnify, hold harmless and provide a defense for the City and others pertaining to the matters referenced therein with respect to its performance under the Agreement, the RCC Property and any action challenging the validity of this Agreement as to the RCC Property and the RCC Project, and (iii) in no event shall the Church have any liability or obligation pertaining to the RCC Property or matters pertaining thereto, nor shall RCC have any liability or obligation pertaining to the Church Property or matters pertaining thereto.

2.8. Section 3.7. Section 3.7 of the Agreement is amended to refer to both the Church Project and the RCC Project.

2.9. New Section 3.9.3.1. A new Section 3.9.3.1 is added to the Agreement as follows:

"3.9.3.1 Each Developer's Completion. Any certificate of completion provided to one Developer upon completion of construction for its respective Project shall not constitute the City's certification of the other Developer's Project, nor operate to satisfy such other Developer's obligations under Section 3.9.3 of the Agreement."

2.10. Section 4.1. Section 4.1 of the Agreement is amended by the deletion of that Section in its entirety and the substitution of the following new Section 4.1 in its place:

"4.1 Church's Right to Develop. All of the Church Entitlements adopted pursuant to approval by the City Council and other legislative approvals made concurrently therewith shall be extended beyond expiration of the Church Entitlements for a period of eighteen (18) years pursuant to this Agreement, but in no event beyond twenty (20) years from the Approval Date. The Church Entitlements (herein, the **"Church Development"**) so extended are as set forth in Sections 4.1.1, 4.1.2 and 4.1.6 below."

2.11. Sections 4.1.1 through 4.1.6, Inclusive. Section 4.1.3, Section 4.1.4, and Section 4.1.5 of the Agreement are deleted from the Agreement in their entirety and replaced with the words "[Intentionally deleted]". Section 4.1.1, Section 4.1.2, and Section 4.1.6 of the Agreement shall remain unmodified.

2.12. New Section 4.2. A new Section 4.2 is added to the Agreement as follows:

“4.2 RCC’s Right to Develop. The RCC Entitlements specifically set forth the conditions and other requirements applicable to the development and construction on the RCC Property of a single family detached home residential community (“**RCC Development**”, and together with the Church Development, the “**Development**”).

3. MISCELLANEOUS.

3.1. Segregation of Rights and Obligations. Nothing in this Amendment: (i) shall limit, lessen, terminate or impair any of the rights granted to the Church under the Original Development Agreement with respect to the Church Property and the facilities and uses which are permitted thereon, (ii) shall cause the Church to have any liability or incur any obligation, nor shall any of the Church’s rights as set forth in the Agreement be terminated, hindered or impaired, as a result of any action, inaction, breach or other non-performance by RCC or any party with respect to the RCC Property, (iii) shall cause RCC to have any liability or incur any obligation, nor shall any of RCC’s rights as set forth in the Agreement be terminated, hindered or impaired, as a result of any action, inaction, breach or other non-performance by the Church or any party with respect to the Church Property, and (iv) the City may not terminate the Agreement or exercise any other remedy with respect to a Party to the Agreement based upon the default or non-performance of another Party. For that purpose and for purposes of otherwise interpreting this Agreement, Section 1.1.4 of the Agreement is amended such that the term “**Developer**”, as used from time-to-time in this Agreement, shall mean and refer exclusively to RCC with respect to the RCC Property, and exclusively to the Church with respect to the Church Property, as the context requires.

3.2. Incorporation of Exhibits. All exhibits referred to in this Amendment are incorporated herein by reference.

3.3. Conflict. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Original Development Agreement, the provisions of this Amendment shall control.

3.4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the respective dates set forth below.

"CHURCH"

THE GROVE COMMUNITY CHURCH,
a California non-profit corporation

By: Tom Lance
Name: TOM LANCE
Its: PRESIDENT of BOARD

By: John R Weiss
Name: John R Weiss
Its: Treasurer

"RCC"

RIDGE CREST CARDINAL – RIVERSIDE, LP,
a California limited partnership

By: _____
Name: _____
Its: _____

"CITY"

THE CITY OF RIVERSIDE, a California municipal
corporation

Attest:

By: _____
City Clerk

By: _____
Name: _____
Its.: _____

APPROVED AS TO FORM:

By: [Signature]
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 Riverside

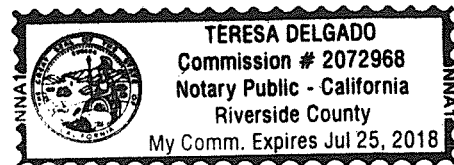
On 6/13/2015 before me, Teresa Delgado
(insert name and title of the officer)

personally appeared Thomas W. Lance,
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 Teresa Delgado (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 Riverside)

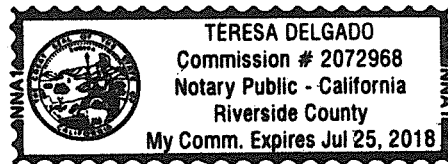
On 6/12/2015 before me, Teresa Delgado
(insert name and title of the officer)

personally appeared John R. Weiss,
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 Teresa Delgado (Seal)



IN WITNESS WHEREOF, the Parties have executed this Amendment as of the respective dates set forth below.

“CHURCH”

THE GROVE COMMUNITY CHURCH,
a California non-profit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

“RCC”

RIDGE CREST CARDINAL – RIVERSIDE, LP,
a California limited partnership

By: _____
Name: Matthew Livingston
Its: Authorized Signatory

“CITY”

THE CITY OF RIVERSIDE, a California municipal
corporation

Attest:

By: _____
Name: _____
Its.: _____

By: _____
City Clerk

APPROVED AS TO FORM:

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
COUNTY OF Los Angeles

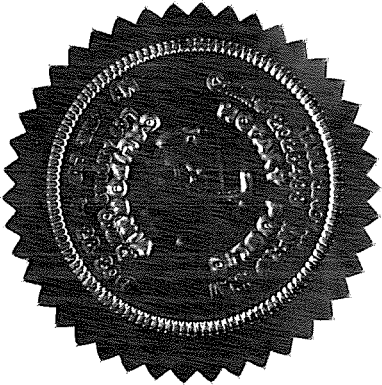
On June 15, 2015 before me, TAGUI SIROYAN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MATTHEW DAVID LIVINGSTON,
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 Tagui Siroyan (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 _____)

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

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.

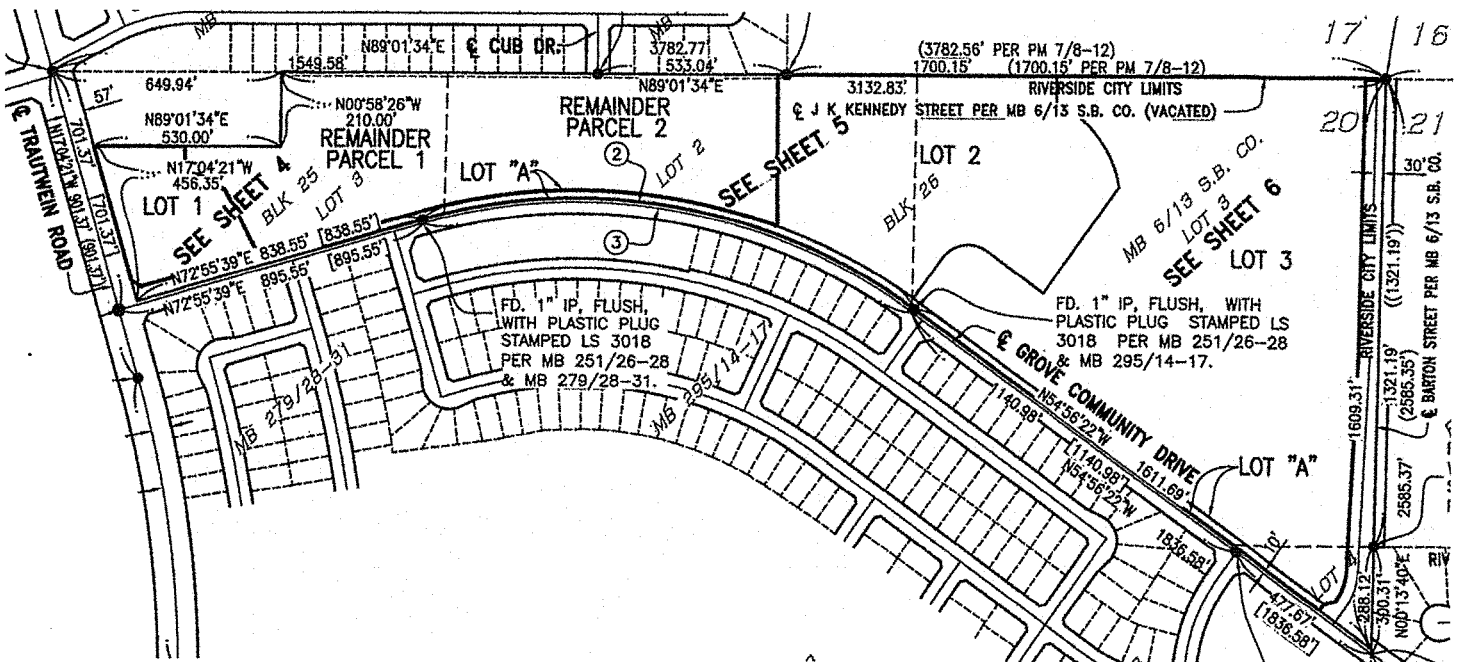
Signature _____ (Seal)

EXHIBIT "1"

LEGAL DESCRIPTION OF CHURCH PROPERTY

LOT 1, LOT 2 AND LOT 3 OF TRACT NO. 30508-1, AS SHOWN BY MAP ON FILE IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

MAP BOOK 409,
EXCERPT OF PAGE 10 OF MAPS



Craig A. Cook

Craig A. Cook
R.C.E. No. 23323, Exp. Date 12-31-15



DESCRIPTION APPROVAL:

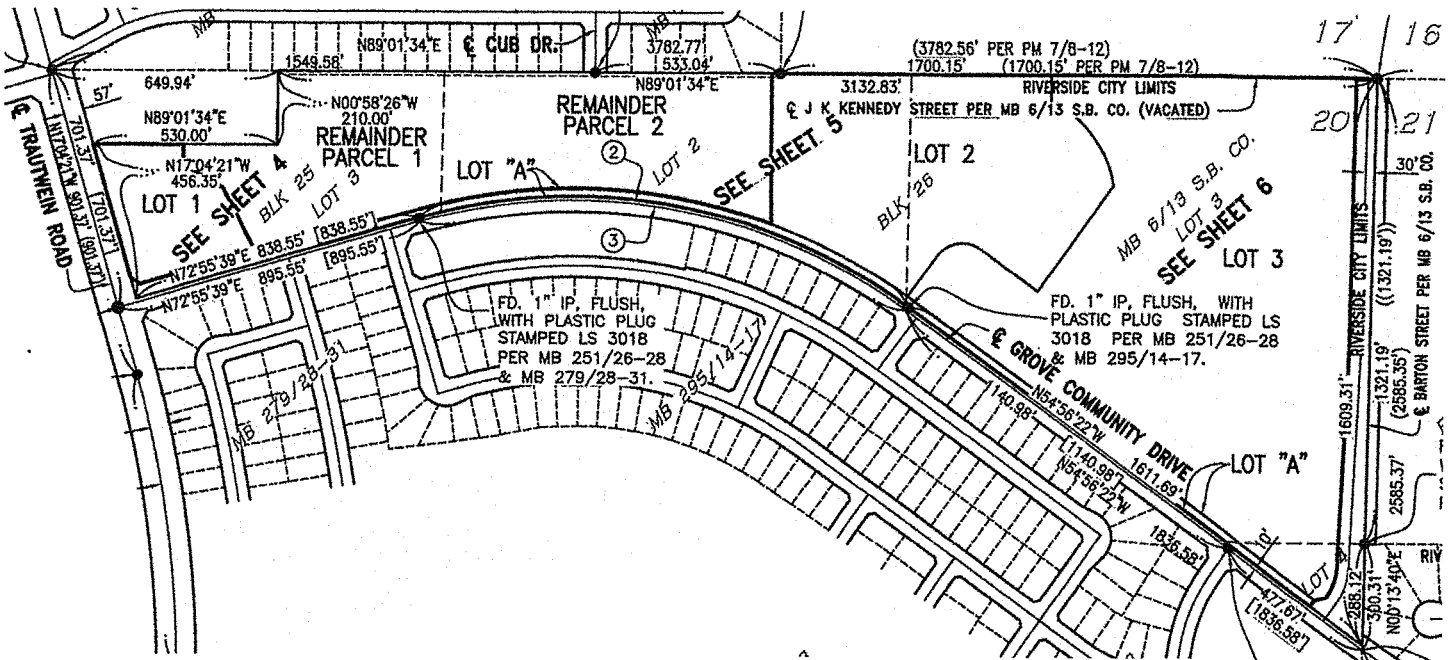
Curtis C. Stephens 6/17/15
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

EXHIBIT "2"

LEGAL DESCRIPTION OF RCC PROPERTY

REMAINDER PARCEL 1 AND REMAINDER PARCEL 2 OF TRACT NO. 30508-1
SHOWN BY MAP ON FILE IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

MAP BOOK 409,
EXCERPT OF PAGE 10 OF MAPS



Craig A. Cook

Craig A. Cook
R.C.E. No. 23323, Exp. Date 12-31-15

DESCRIPTION APPROVAL:

Curtis C. Stephens
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

