EXCLUSIVE NEGOTIATING AGREEMENT

Adrenaline Sports Resorts Collaborative

(Riverside Adventure Center and Mixed-use Town Center Development)

This Exclusive Negotiating Agreement ("**ENA**" or "**Agreement**") is hereby entered into this _____day of _____, 2025 ("**Effective Date**"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("**City**"), and ADRENALINE SPORTS RESORTS COLLABORATIVE, a Delaware limited liability corporation ("**Developer**"). The City and Developer are collectively referred to herein as the "**Parties**" and sometimes individually as a "**Party**."

RECITALS

A. The City owns approximately _____ acres of real property north of Downtown Riverside in the Northside Specific Plan Area of the City.

B. The City intends to sell an approximately 126-acre portion of the land (bounded to the North by Garner Road to the South by Columbia Avenue) within the Northside Specific Plan area for development, as further depicted in Exhibit A, attached hereto and incorporated herein by this reference (the **"Property" or "Site"**).

C. The City Council authorized staff to issue a Notice of Availability ("**NOA**") for the Property pursuant to the Surplus Land Act, Government Code sections 54220 et seq. The City issued the NOA on October 8, 2024.

D. Developer responded to the NOA on December 6, 2024 and proposed to pay the appraised fair market value (**"FMV"**) for the Property and to construct the Riverside Adventure Center and Mixed-use Northside Village Center development consisting of open space and commercial recreation anchored by the Waterpark Resort (including a whitewater course, wave garden lagoon, main club house, boathouse, amphitheater, zipline, and a skateboard and sport climbing facility), inclusive of the Springbrook Arroyo trail systems connecting the master development on 85-acres of the Property and to construct horizontally and vertically integrated commercial uses (405,000 sf - including a 1,600 unit parking structure, a hotel, a grocery market, Main Street retail, and restaurants) and 722 residential units of which 180 (i.e. 25%) would be affordable housing units which comply with the affordable housing requirements set forth in the Surplus Lands Acton (the **"Potential Project"**).

E. The City had an appraisal prepared for the Property by R.P. Laurain & Associates dated December 3, 2024. Developer was provided a copy of the appraisal. Developer has reviewed the appraisal, and during the term of this ENA, Developer and City will work with the

City's appraiser, and Developer and the City will work together, to agree upon the purchase price for the Property based on the appraised FMV. The purchase price agreed upon between the parties shall be the appraised FMV for the Property and such price will be included in the proposed Development and Disposition Agreement as the purchase price that Developer will pay for its acquisition of the Property (the **"Purchase Price").**

F. The City evaluated the Developer's proposal for the Property along with one other letter of interest, and based upon such evaluation, selected the Developer as the entity with which to enter into exclusive negotiations for development of the Property.

G. A Disposition and Development Agreement, a development agreement, _____, and any other required land use entitlements, as well as any required CEQA compliance (such entitlements and required CEQA compliance, collectively, **"Entitlements"**) will need to be approved in order for the Potential Project to be constructed as currently proposed.

H. The purpose of this ENA is to establish a framework for the negotiation and consummation of a Disposition and Development Agreement (**"DDA"**) and Entitlements that would address terms and conditions regarding: (i) the disposition of the Property from the City to the Developer at the Purchase Price; (ii) Developer's development of the Potential Project on the Property including performance measures and remedies if development milestones are not achieved; (iii) affordability and occupancy restrictions that would apply to the Project; and (iv) reimbursement of City's expenses related to approval of entitlements, as well as preparation of the DDA and other definitive agreements and the parties' other respective responsibility for costs. As more fully set forth herein, this Agreement does not obligate the City to execute a DDA or convey the Property, or any portion thereof, to Developer, does not obligate Developer to execute a DDA or acquire the Property, does not obligate the City to provide any form of financial assistance for the Potential Project, nor does it grant Developer the right to develop the Potential Project on the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Parties agree as follows:

I.

PURPOSE/TERM

1.1 Purpose. The purpose of this ENA is to establish a period during which Developer shall have the exclusive right to conduct investigatory analyses, planning, and design at, on and regarding the Property, for the purpose of evaluating the feasibility of development of the Riverside Adventure Center and Mixed-use Northside Village Center development and related site improvements as defined as the Potential Project in Recital D. During the term of this ENA,

Developer and City will make reasonable efforts to negotiate and prepare for consideration by the City of a DDA, a development agreement and other related agreements (together "**Project Agreements**") and the Entitlements pertaining to the Potential Project. It is anticipated that the Developer may partner with investors and other partners in connection with the Potential Project, including, without limitation, an affordable housing provider for development of the affordable units. The City shall have no obligation to provide any financial support towards the development of the affordable units but will cooperate with the Developer and its affordable housing partner's efforts to obtain grant funds and tax credits. The size, affordability, and timing of the construction of the affordable units will be addressed in the Project Agreements and will comply with the percentage of affordable units set forth in the Potential Project.

1.2 Term. The term of this ENA shall be six (6) months, with Developer having two (two) options of six (6) months each to extend the term upon delivery of written notice to the City Manager. Any further extension of the ENA beyond the second extension will be by mutual written consent of the parties. At or prior to the termination of the ENA and upon compliance with CEQA, the City and Developer will consider and may approve the Project Agreements and Entitlements. Developer and City agree that this ENA does not provide any assurance that the Project Agreements will be approved and each party retains full discretion to approve or deny any Project Agreements related to the Potential Project. This ENA may be earlier terminated pursuant to Section 8 herein.

1.3 Consideration. The City recognizes the value of the planning, design, and related services to be performed by Developer and the documentation and other information likely to result therefrom. In consideration of the exclusive rights granted to Developer hereunder, Developer shall pay the Deposit provided under Section 1.4 below and shall furnish to the City copies of all planning and design documentation, title, parcel maps, records of survey and all related environmental documents pertaining to the Potential Project on the Site, in each case to the extent the same are in Developer's possession or control.

1.4 Deposit. Within fifteen (15) business days following execution of this ENA by Developer and City, Developer shall submit to City a good faith cash (or check) deposit in the amount of Seventy-Five Thousand dollars ($75,000) ("**Deposit**"). City shall deposit the Deposit in an interest-bearing account and such interest, when received by City, together with any increased or replenished deposits made by Developer hereunder, shall become part of the "Deposit".

City is authorized to use the Deposit to pay its actual, reasonable out-of-pocket expenses incurred in carrying out its obligations under this ENA, including the costs for the Senior Planner assigned to the project and billed at the City standard hourly rates for a Senior Planner on a schedule of hours to be negotiated between the Parties, third-party environmental and economic/financial consultants, and special legal counsel retained by City, and other third-party consultant fees and costs incurred by City in connection with the negotiation, drafting and consideration of the proposed Project Agreements and Entitlements for approval (collectively, "**City Expenses**").

The City anticipates incurring expenses related to its obligations under this Agreement,

including for pro forma review and analysis and for special counsel legal services to be performed by Redwood Public Law, LLP in connection with the negotiation and drafting of the proposed Project Agreements. On a periodic basis and/or upon request from Developer, City shall transmit to Developer a reasonably detailed statement detailing the City Expenses incurred for the applicable period. City shall be free to withdraw funds from the Deposit provided it has submitted such a statement to Developer and the statement is solely for City Expenses. The description of the City's legal and advisory services, but not the amounts and costs of such services, may be redacted as necessary to preserve attorney-client privilege and confidential real property negotiations issues.

Whenever the amount of the remaining Deposit is less than twenty-five thousand dollars ($25,000), the City shall give written notice (accompanied by supporting documentation) to Developer thereof, and Developer shall submit an additional payment of fifty thousand dollars ($50,000) to the City in order to replenish the Deposit to be used for City Expenses in accordance with the terms of this Agreement. If Developer fails to submit payment for the extra work within ten (10) business days of City's written request and delivery of required supporting documentation, City shall have the right to cease all processing on Developer's Potential Project until such time as the funds are received. Developer shall have the right, at its sole cost and expense, to audit the City's books and records relating to the City's Expenses.

If, notwithstanding City's and Developer's mutual diligent, good faith negotiations, the parties have not entered into executed Project Agreements on or before expiration of the term of this ENA or any extension thereof, City shall promptly return to Developer the unexpended portion of the Deposit, if any. If City and Developer complete Project Agreements within the term of this ENA or as extended, any unused portion of the Deposit (deducting incurred but not billed City Expenses) shall be returned to Developer or credited to payments owed by Developer to City, at the Developer's discretion.

1.5 Right of Entry. During the term of this ENA, representatives of the Developer shall have the right of access to and entry upon the Site for the purpose of obtaining data and making surveys and tests that Developer deems necessary to carry out the Site Analyses (as hereinafter defined). Prior to such access and entry onto the Site, the Developer and the City shall execute the City's standard Right of Entry with the Developer and Developer's agents providing to the City the requisite insurance naming the City as an additional insured. The Developer must coordinate with the City on access to, and entry upon, the Site.

II.

DEFINITIONS

2.1 "**Property**" or "**Site**" is defined in Recital B.

2.2 "**Site Analyses**" shall mean those investigatory activities undertaken by Developer during the Term with respect to the Site and its suitability for development of the Potential Project,

and related site improvements, which Site Analyses shall include, without limitation, Developer's Studies (as hereinafter defined).

III.

OWNER PARTICIPATION

3.1 Participation by the City. The City may receive competing and alternative proposals from third parties during the term of this ENA; however, the City shall be prohibited from considering any such proposals and/or engaging in negotiations with any proposing party, other than Developer, for the development of the Site, or any portion thereof, until such time as this ENA has expired or been terminated as provided for herein.

IV.

NEGOTIATIONS

4.1 Negotiations. The parties agree that negotiations, if any, under this ENA shall be conducted in accordance with the following:

(a) Exclusive Negotiations. The City agrees to negotiate exclusively with Developer and Developer agrees to negotiate exclusively with the City for the development of the Potential Project on the Site. The City shall not consider proposals or engage in negotiations with persons or entities other than Developer, concerning the development of the Site or development of specific projects on the Site. Notwithstanding the foregoing, nothing in this ENA shall prohibit the City from: (i) providing to third parties information the City may have in its possession concerning the Site (provided, that the City shall not provide any information, materials, documents, reports or studies (A) that is received from Developer or (B) that is Confidential Information within the meaning of Sections 6.1 and 6.2 of this ENA); or (ii) referring third parties to Developer for consideration by Developer of their participation as partners, joint ventures, developers, or contractors with regard to development of the Site, or any portion thereof.

(b) Diligence and Good Faith. The parties agree that at all times, they will negotiate diligently and in good faith to carry out the obligations of this ENA on or before the times established herein.

(c) Cooperation. The parties agree that, at all times during this ENA, each party shall reasonably cooperate with the other party and shall supply such information and documents related to the Site as may be within the party's possession and reasonably requested by the other party.

V.

DEVELOPER OBLIGATIONS

5.1 Developer Obligations. Developer promises and agrees to use commercially reasonable efforts and diligence to pursue and complete its obligations set forth in this ENA.

5.2 Report on Status. At regular thirty (30) day intervals, commencing thirty (30) days after the Effective Date of this ENA, Developer shall report to the City Manager or designee on the status of the performance of its obligations under the ENA to the City.

5.3 Information. During the term of this ENA, Developer shall reasonably respond to all reasonable City requests for information (to the extent in accordance with the terms of this ENA) by promptly providing such information and documents that are in the possession, custody and control of Developer and which have not previously been submitted by Developer to the City.

5.4 Reports. Developer shall furnish to the City copies of all title reports, title documents, parcel maps, records of survey, and all related environmental documents pertaining to the Site and prepared by a third party on Developers' behalf (collectively, "**Third Party Materials**"), as the same become available.

5.5 Developer's Studies.

(a) During the term of this ENA, Developer will bear all costs and expenses associated with preparing any studies, surveys, plans, specifications and reports ("**Developer's Studies**") that Developer deems necessary or desirable for the Potential Project to conduct due diligence for the Property. Developer's Studies may include, without limitation, title investigation, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses and design studies. Developer will have rights of access to the Site, subject to Section 1.5, to prepare Developer's Studies.

(b) Developer hereby agrees to notify the City seventy-two (72) hours in advance of its intention to enter the Site.

(c) Developer will provide the City with work plans, drawings, and descriptions of any intrusive sampling it intends to do. Developer must keep the Site in a safe condition during its entry. Developer shall repair, restore and return the Site to its condition immediately preceding Developer's entry thereon at that Developer's sole expense.

(d) Without limiting any other indemnity provisions set forth in this ENA, Developer shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its officials, officers, employees, and volunteers (collectively, the "**City Parties**") harmless from and against all claims resulting from or arising in connection with entry upon the Property by Developer or Developer's agents, employees, consultants, contractors or subcontractors (collectively, the "**Developer Parties**") in connection with Developer's Studies pursuant to this Section 5.5; provided, that, Developer shall have no liability, and Developer's indemnification obligations shall not extend, (i) to the extent that any such claims result from the negligence or willful misconduct of any of the City Parties, (ii) for pre-existing conditions on or about the

Property (except and to the extent such pre-existing conditions are exacerbated by any of the Developer Parties, and then only to the extent of such exacerbation), or (iii) for consequential, indirect, or punitive damages. Developer's indemnification obligations set forth in this Section 5.5 shall survive the termination of this Agreement.

5.6 Project Calendar. Within forty-five (45) days of the Effective Date, Developer shall prepare an estimated calendar of all relevant milestones for the Potential Project, including obtaining entitlements, utility permitting, and construction phasing. Such calendar is subject to change from time to time by Developer, and Developer shall keep the City apprised of any material changes to milestone dates therein. Such calendar is provided to the City for informational purposes and will create no obligation of Developer to meet any such milestone date, unless and until agreed by Developer and the City in any of the Project Agreements.

5.7 Financing and Costs of Project. Within ninety (90) days of the Effective Date of this Agreement, the Developer shall submit to the City, for its review, a preliminary financial analysis of the development and operation of the Potential Project. The financial analysis submitted by the Developer shall be refined by the Parties during the Negotiating Period and as otherwise provided in the DDA and shall be deemed Confidential Information for purposes of this Agreement.

5.8 Intentionally Omitted.

VI.

CITY OBLIGATIONS

6.1 City Obligations. The City promises and agrees to diligently use its best efforts to complete its obligations set forth in this ENA.

6.2 Developer's Confidential Information. The City shall keep Developer's statements of worth or financial data provided to establish Developer's qualification for the Potential Project confidential to the extent permitted by the applicable exemptions stated in California Public Records Act as codified in California Government Code sections 7920.000 et seq. ("**CPRA**"). The City shall also treat as confidential information any Developer-provided real estate appraisals and engineering and feasibility analysis until the City approves a DDA for the Potential Project to the extent authorized by the CPRA. Additionally, and not in limitation of the foregoing, all proprietary and confidential materials, analyses and information provided or developed by Developer and/or its partners, including, without limitation, proformas, investment decks, financial information, analyses and projections, Developer work product, feasibility analyses, and appraisals conducted by Developer (collectively, "**Confidential Information**"), shall be maintained by the City with the utmost confidentiality and may not be disclosed to third parties, except as required by applicable law or legal process, and except as provided in this Section 6.2. The Developer acknowledges that the City may share Confidential Information provided by the Developer of a financial and potential proprietary nature with third party consultants who are advising the City with respect to the Potential Project with Developer, and the City Council members as part of the negotiation and decision-making process in connection with the Project Agreements, provided that

such consultants and City Council members agree to be held to the same level of confidentiality.

6.3 Confidentiality of Information. For a period of six (6) months after termination of this ENA, the City shall consider as confidential any Third Party Materials related to the Site. During the term of this ENA, and for the period after termination or expiration specified in the immediately preceding sentence the City shall refrain from releasing such information to any person or entity other than Developer or its designees, unless Developer consents to release of such information or until the City's legal counsel has determined, after notification to Developer's legal counsel, that the release of such information is required by the CPRA, the U.S. Freedom of Information Act (5 U.S.C. §552 et seq.) or other applicable federal, state, or City statute, laws, or ordinances, or as may be required by an order of a court of competent jurisdiction. Prior to City's release of such information pursuant to the foregoing requirements of law, City shall provide Developer with reasonable prior notice of such intent to release sufficient for Developer to file an objection and seek an order to prevent such release with a court of competent jurisdiction. This section shall survive the expiration of the ENA. Promptly upon the expiration or earlier termination of this ENA, the City shall, at Developer's option, delete, destroy and/or return to Developer all Confidential Information, and the City shall have no right to, and shall not, release or disseminate the same to any third party unless otherwise required by the CPRA, and in such case any such retention, release or dissemination of any Confidential Information shall be done in strict accordance with the terms of the CPRA. The terms of this Section 6.3 shall survive the expiration or termination of this Agreement.

6.4 Governing Body Approval Process. This ENA and any subsequent conveyance or agreements contemplated by this ENA are subject to approval by the City Council of the City.

VII.

LIMITING CONDITIONS

7.1 Discretionary Approval. The acceptance by the Parties hereto of the terms and provisions of this ENA is merely an accommodation to clarify the process the parties' desire to commence and pursue in connection with Developer's evaluation of the Site and the conveyance by Developer to the City of information pertaining to the Site and obtained or developed by Developer, or a third party on Developer's behalf, and notwithstanding anything to the contrary contained in this Agreement, if either party no longer deems the Potential Project or negotiation with respect thereto feasible, such party shall have no further obligation to negotiate with the other party with respect thereto. No agreement related to conveyance of the Property or development of the Potential Project shall be binding upon the City until the City Council has had an adequate opportunity to consider any agreement for approval and has, in the free exercise of their discretion, approved such agreement. Developer acknowledges and agrees that nothing herein restricts nor shall be deemed to restrict the City Council in the free exercise of its discretion, or in the free exercise of its executive, quasi-adjudicative, or legislative powers.

7.2 Limitation on Remedies. The City and Developer each acknowledge and agree that neither the City nor the Developer would have entered into this ENA if it were to be liable to the

other for monetary damages or other remedies. Accordingly, the City and Developer each acknowledge and agree that their respective exclusive right and remedy upon the breach of this ENA by the other is to terminate this Agreement, seek an injunction, and for the City to collect any unpaid City Expenses owed by Developer to the City and accrued prior to the date of termination pursuant to Section 1.4 above.

7.3 Compliance with CEQA. Developer expressly acknowledges that any agreement resulting from the negotiations contemplated hereby shall become effective only if the agreement is approved by the City Council following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law, including without limitation, the requirements for the California Environmental Quality Act ("**CEQA**"). The Parties acknowledge that the Potential Project referenced in this ENA is preliminary in nature and shall be described in further detail in the DDA intended to be negotiated during the term hereof. The Parties acknowledge that development of the Site for the Potential Project will require the grant of discretionary land use entitlements subject to the City's normal review and approval process, that the Potential Project must comply with CEQA, and that nothing in this ENA is intended to or shall be interpreted as the grant of any approvals for development of the Potential Project or the Site, or the modification or waiver of any City procedures or requirements. Without limiting the foregoing, the Parties acknowledge that the City retains discretion to (i) modify the Potential Project as City may, in its discretion, determine to be necessary to comply with CEQA (subject to approval of the Developer prior to proceeding with such modification to the Potential Project), (ii) select other feasible alternatives and/or impose mitigation measures to avoid or minimize significant environmental impacts; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action, if such impacts cannot otherwise be avoided; and/or (iv) determine not to proceed with the Potential Project.

VIII.

TERMINATION

8.1 Termination. This ENA may be terminated prior to the expiration of the term hereof in any of the following ways: (i) mutual agreement of the Parties; or (ii) the expiration of fifteen (15) days after one Party sends the other party written notice of the noticed Party's failure to timely and diligently perform any of its obligations under this ENA, and the noticed Party's failure to cure or correct the failure to perform within the same fifteen (15) day period; or (iii) upon delivery of written notice from the Developer to the City that Developer no longer desires to proceed with the Potential Project or negotiations hereunder.

IX.

GENERAL TERMS AND CONDITIONS

The following general terms, conditions, and covenants shall apply to this ENA:

9.1 Assignment. There shall be no assignment or other transfer ("**Assignment**") of the rights and/or obligations of Developer under this ENA unless the City has given its prior written approval to the Assignment. The City shall not unreasonably withhold its approval of an Assignment that meets all of the following requirements: (i) the Assignment is to a validly organized and existing business entity which is under the control of, under common control with, or controls, Developer; or is a corporate affiliate or subsidiary of Developer, a joint venture with Developer, of which Developer is a general partner, or of which Developer is the majority shareholder (meaning owning at least 51% of the outstanding stock entitled to voting rights in the business entity); (ii) the Assignment is to an entity that expressly assumes the obligations of Developer under this ENA in a writing reasonably satisfactory to the City; (iii) Developer remains fully responsible for the performance of, and liable for the obligations of, Developer under this ENA; and (iv) the assignee is financially capable of performing the duties and discharging the obligations it is assuming. Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the persons in control of Developer and the degree thereof. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the City acknowledges and agrees that it is Developer's intent to ultimately enter into partnership(s) with other entities and/or enter into joint ventures and/or obtain investors, in each case in connection with the Potential Project, and that the consideration and inclusion of such entities, ventures, investors and partners in the negotiations hereunder and in the Project Agreements, is contemplated, expressly permitted, and shall not constitute an Assignment of this ENA.

9.2 Nondiscrimination. Developer agrees to refrain from discriminating against persons in the course of its conduct under this ENA on the basis of race, color, creed, religion, military or veterans status, sex, sexual orientation, gender, gender identity, gender expression, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and the California Fair Employment and Housing Act (Cal. Government Code §12900 et seq.), as they exist on the date of this ENA or as they may thereafter be amended, repealed and reenacted, or otherwise modified. Developer further agrees not to establish or permit any such practice or practices of discrimination or segregation with reference to its conduct under this ENA. Any further agreement between the parties shall contain appropriate, the City approved, non-discrimination and non-segregation provisions binding Developer and its successors and assignees and shall be covenants running with all affected parcels of the Site.

9.3 Non-liability of Individuals. No council member, official, consultant, attorney, or employee of the City shall be personally liable to Developer, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by the City or for any amount which may become due to Developer or to its successor, or on any obligations arising under this ENA. No individual employee, agent, principal, owner or representative of any of the Developer Parties shall be personally liable to the City, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by Developer or for any

amount which may become due to the City or to its successor, or on any obligations arising under this ENA.

9.4 Conflicts of Interest. No board member, official, consultant, attorney, or employee of the City shall have any personal interest, direct or indirect, in this ENA nor shall any such member, official or employee participate in any decision relating to this ENA which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

9.5 Warranty Against Payment of Consideration for ENA. Developer represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this ENA, other than payments to consultants retained by Developer to assist it in the negotiation of this ENA.

9.6 No Third-Party Beneficiaries. This ENA, its provisions, and its obligations are for the sole and exclusive benefit of the City and Developer. No other parties or entities (other than the City Parties and the Developer Parties) are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this ENA.

9.7 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this ENA are a substantive and integral part of this ENA and are incorporated herein by this reference.

9.8 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this ENA or any of its terms. References to section numbers are to sections in this ENA unless expressly stated otherwise.

9.9 Interpretation. The City and Developer acknowledge that this ENA is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this ENA. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this ENA. In any action or proceeding to interpret or enforcement of this ENA, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this ENA to determine and give effect to the intention of the parties hereto.

9.10 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this ENA shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this ENA is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this ENA and shall not affect any other provision, term, condition, covenant, and/or restriction, of this ENA and the remainder of the ENA shall continue in full force and effect.

9.11 Amendments to ENA. Any amendments to this ENA must be in writing and signed by the appropriate authorities of the City and Developer. The City Manager, or his designee, shall

have the authority to agree to minor amendments to this ENA on behalf of the City, including, but not limited to, the granting of extensions of time to Developer, so long as such actions do not materially change the ENA or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council on behalf of the City.

9.12 Administration. This ENA shall be administered by the City Manager, or his designee, following approval of this ENA by the City Council. The City shall maintain authority of this ENA through the City Manager, or his designee. The City Manager shall have the authority to exercise the options to extend the ENA and to issue interpretations with respect to this ENA on behalf of the City so long as such actions do not materially change the ENA or make a commitment of the City.

9.13 Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, or personal delivery, or by e-mail, to the principal offices of the parties, as designated below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Any such notice shall be deemed to have been received upon the date personal service is affected, if given by personal service, or upon the expiration of three (3) business days after mailing, if given by certified mail, return receipt requested, postage prepaid.

To City

City of Riverside
Attn: Mike Futrell
3900 Main Street
Riverside, CA 92522

To Developer

Adrenaline Resort Sports Collaborative
Attn:
Riverside, California

Copy to: Jerry Neuman, Esq.
Karen Hallock, Esq.
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067
Email: jerry.neuman@dlapiper.com
karen.hallock@dlapiper.com

9.14 Computation of Time. The time in which any act is to be done under this ENA is computed by excluding the first day (such as the Effective Date) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code Sections 6700 and 6701. If any act is to be done by a particular time during the day, that time shall be Pacific time.

9.15 Authority. The individuals executing this ENA on behalf of Developer and the instruments referenced on behalf of Developer represent and warrant that they have the legal power, right and actual authority to bind Developer to the terms and conditions hereof and thereof.

9.16 Digital Signatures and Counterpart Originals. Each party to this ENA intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

9.17 Effective Date of ENA. This ENA shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Developer. This date shall be affixed on the cover page of this ENA and shall be used as the "**Effective Date**" for purposes of calculating time under this ENA.

9.18 Time. Time is of the essence of each and every provision of this Agreement in which time is a factor.

9.19 No Agency, Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer (unless and only to the extent agreed and memorialized in any of the Project Agreements).

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this ENA on the date and year first above written.

CITY OF RIVERSIDE

By: _____
Mike Futrell
City Manager

Attested to:

By: _____
Donesia Gause
City Clerk

Approved as to form:

By:_____
Jack Liu
Interim City Attorney

DEVELOPER

Adventure Resort Sports Collaborative

By: _____
Printed Name:
Its:

By:_____
Printed Name:
Its:

EXHIBIT A
Diagram of Site
(Conceptually)

Riverside Adventure Center Proposal

1. Retail / Restaurant
2. Market
3. Apartment
4. Affordable Housing
5. Kiosk
6. Parking Garage
7. 3-Story Walk-Up Residential
8. Riverwalk & Bike Trail
9. 4-Story Hotel & Conference Center
10. VIP
11. Surf Center
12. Skateboard & Sports Climbing
13. Wave Garden Lagoon
14. Bungalows
15. Lagoon Machine Room
16. Resort Entry, Sports Hub, & Boathouse
17. Event Lawn
18. Boathouse
19. Amphitheater
20. White Water
21. Zip-Line Rope Course & Kids' Activity Building
22. Pump Track & Board Sports Training Center
23. Hostel / Athlete Housing / Business Office
24. Main Entry
25. Entry
26. Fire Apparatus Access Roads
27. Existing Fire Station
28. Standing Wave
29. Passive Recreation
30. Off-Leash Dog Park
31. Deep Solo Climbing
32. Parking / Flex Space

5