

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 2.4
(ID # 18590)**

MEETING DATE:
Tuesday, March 29, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Parcel Map 37404 a Schedule "E" Subdivision in the French Valley area,
District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Final Parcel Map; and
2. Authorize the Chair of the Board to sign Final Parcel Map 37404.


ACTION:Consent


Mark Lancaster, Director of Transportation 3/14/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 29, 2022
xc: Trans.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Final Parcel Map 37404 was approved by the Board of Supervisors on April 16, 2019, as Agenda Item 21.1. Final Parcel Map 37404 is a 21.17-acre subdivision creating 15 commercial lots in the French Valley area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this Final Parcel Map.

All necessary improvements have been or will be installed under the improvement agreements for Plot Plan 26344.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

FPM 37404 Vicinity Map
FPM 37404 Mylars



Jason Farin, Principal Management Analyst 3/21/2022

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

1. Page — of —

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION						
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#		10. DATE 03/30/2022	
4. ORGANIZATION County of Riverside			9. ACCOUNT #		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED			
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY:			
6. MAIL STOP 1010		7. Name Sue Maxwell PHONE # 955-1069 FAX# 955-1071		14. RECORDS COORDINATOR (must be Authorized):		
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # <small>(Barcode label)</small>	
	Item No 2.4 Board of Supervisors Meeting 03/29/2022					
	Final Parcel Map No 37404 - Sched E					
	SUBDIVISION OF PARCEL MERGER NO 190017 SEC 32 T6S R2W SBBM & SEC 5 T7S R2W SBBM with CC&RS					
	District 3					
21. RECORDS RECEIVED BY: Samuel Jeffries				<div style="text-align: right;"> RECEIVED BY CLERK / BOARD OF SUPERVISORS 2022 MAR 30 AM 10:22 </div>		
22. TITLE ACR Tech I		23. RECEIVED VIA:				
24. DATE RECEIVED: 3/30/22		25. TIME RECEIVED: 10:22				
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:				
28. NAME\DATE SCANNED TO HOLDING AREA:						



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

CLERK / BOARD OF SUPERVISORS

2022 MAR 17 PM 1:04

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 3/29/2022

CAN IT GO AT A LATER DATE: YES NO

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 3		

PROJECT/SUBJECT:

FINAL PARCEL MAP NO: 37404 (Schedule "E")

DESCRIPTION: APPROVAL OF FINAL PARCEL MAP.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FPM 37404 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

THE FINAL PARCEL MAP IS TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL PARCEL MAP AND ONE COPY OF CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
18590			

3/29/22 2.4
2022-3-152286

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

French Valley Marketplace, LLC
c/o Trinity Private Equity Group
925 S. Kimball Avenue, Suite 100
Southlake, Texas 76092
Attn.: Jay Fuquay

Space above reserved for recorder's use

**GRANT OF EASEMENTS AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS GRANT OF EASEMENTS AND DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made effective this 28 day of February, 2022, by FRENCH VALLEY MARKETPLACE, LLC, a Delaware limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant owns certain real property (the "Real Property") located in the community of French Valley, Riverside County, California, more particularly described on the Parcel Map No. 37404 (the "Parcel Map") recorded on _____, 2022 as Instrument No. _____ in Book ____, Page ____ of the Official Records of Riverside County and set forth on Exhibit A attached hereto and made a part hereof (the "Development" or "Shopping Center"), and generally depicted on the site plan attached hereto as Exhibit B and made a part hereof (the "Site Plan");

WHEREAS, the Development is made up of Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, as shown on the Parcel Map.

WHEREAS, Declarant has entered into or will enter into leases of the Development and desires to establish certain reciprocal easements for access for the use and benefit of the current and future Owners, tenants and invitees of those parcels and non-exclusive drainage and sanitary sewer and other underground utility easements over the Development for the use and benefit of the current and future Owners, tenants and invitees of the Development, all as more fully set forth below; and

WHEREAS, Declarant wishes to clarify the easements and restrictions on, over, and through the Development as more specifically set forth in this Declaration.

NOW, THEREFORE, in consideration of the recitals and the benefits to be delivered with respect to the Development, the promises and covenants contained herein, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares, for itself and its

successors and assigns, that the Development is to be held, sold, leased and conveyed subject to the following:

GRANT and DECLARATION

1. RECITALS: The Recitals set forth above are incorporated herein by this reference.
2. DEFINITIONS: For purposes hereof:
 - a. "Anchor Parcel" means Parcels 4 and 8.
 - b. "Approval Parties" means (i) Declarant, and (ii) a majority of the Owners of the Anchor Parcels based on the relative Building Areas of such Owners' Parcels. For purposes hereof, the Building Area for each Approval Party's Parcel shall be deemed to be the actual Building Area on such Parcel or, if a Building has not been completed on such Parcel, the Building Area for such Parcel set forth on Exhibit C attached hereto (subject to Declarant's right to amend Exhibit C with respect to Parcel 9 as provided in Section 20.g). Notwithstanding the foregoing, Declarant shall no longer be an Approval Party at such time as Declarant or an affiliate of Declarant is no longer the owner of a Parcel.
 - c. "Building" means any permanently enclosed structure placed, constructed or located on a Parcel.
 - d. "Building Area" means the limited areas of the Shopping Center within which Buildings may be constructed, placed or located as depicted on the Site Plan as Buildings.
 - e. "Common Areas" means those portions of the Development that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved or improved, including vehicle parking, bike parking and other areas of the Development generally available for the use of all tenants in the Development and their customers, visitors and invitees, including, without limitation, any common roadways, service areas and/or loading dock areas (as well as the ventilation, lighting, and doors for such service areas and/or loading dock areas), driveways, areas of ingress and egress, sidewalks and other pedestrian ways, landscaped areas, multi-tenant or Shopping Center pylon and/or monument signs, directional and/or traffic sign structures; any enclosed malls or other similar interior areas of the Development that are not reserved for the exclusive use of any single tenant or occupant (such as drive throughs and patios and seating areas serving a specific business operation); together with any storm water drainage system serving the Development and all underground storm-water drainage pipes, retention basins and ancillary facilities necessary for operation of such storm-water drainage system. It is acknowledged that Declarant shall have the right to modify the Common Areas of each Parcel at any time and from time to time, including, without limitation, changing parking and/or traffic flow, so long as any such modification (i) does not conflict with this Declaration, (ii) does not conflict with any lease on the Parcels and (iii) is in compliance with all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Parcels. Notwithstanding Declarant's right to modify the Common Areas of each Parcel under this Declaration, any such modification shall be subject to each of the following conditions: (i) no change shall be made to the Common Area as depicted on the Site Plan if it would materially overburden the parking in the Shopping Center, have a material adverse

effect on pedestrian or vehicular access to any Parcel in the Shopping Center, or materially interfere with the visibility of any building or signage or the operation of any business therein.

f. "Common Area Core Elements" means (i) utility lines that cross Parcels, (ii) trunk lines for utilities, (iii) the electric feed for fire suppression systems, (iv) monument and pylon signs serving more than one Parcel and utility charges with respect thereto, (v) drive aisles identified by the cross-hatching on Exhibit D attached hereto and landscaping with respect thereto, (vi) parking lot lights, drive-aisle lights and utility charges with respect thereto, including without limitation, electricity for parking lot lights, lighted signs and electrical vehicle charging station, and (vii) the stormwater drainage and retention/detention system.

g. "Easement Areas" means any real property over, under, across or through which an easement is granted hereunder, including, without limitation, the Access Easement Areas, the Drainage Easement Areas, the Sewer Easement Areas, the Utility Easements Areas, the Parking Easement Area and the Temporary Construction Easement Area.

h. "Governmental Requirements" means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any federal, state, county, city or local governmental or quasi-governmental authority, entity or body exercising jurisdiction over a particular subject matter.

i. "Maintenance Operator" means a person or entity who shall manage certain aspects of the Common Areas of the Development as described herein. A Maintenance Operator may be appointed by the Approval Parties at such time as maintenance of the Common Areas is required. The Maintenance Operator may be an affiliate of Declarant, the other Approval Parties or a third party. The Maintenance Operator may be removed by the Approval Parties, and whenever a vacancy exists in the position of Maintenance Operator, a replacement Maintenance Operator shall be appointed by the written direction of the Approval Parties.

j. "Occupant" means any person or entity from time to time entitled to the use and occupancy of any portion of a Building in the Shopping Center under an ownership right or any lease, sublease, license, concession or similar agreement.

k. "Owner" or "Owners" means the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

l. "Parcel" or "Parcels" means each separately identified parcel of real property not owned by the City now or hereafter constituting a part of the Development that is the subject of this Declaration and any future subdivisions thereof. The term "Lot" or "Lots" shall have the same meaning herein as Parcel or Parcels, as the case may be.

m. "Permittee" means all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and

concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Shopping Center.

n. "Pro Rata Share" means, as to each Owner, and subject to adjustment as provided in Section 6d, the percentage obtained by dividing the Building Area of such Owner's Parcel by the Building Area of all Parcels for which the Maintenance Operator has been appointed to maintain, repair and operate the Common Areas on such Parcels. For purposes of determining an Owner's Pro Rata Share, the Building Area for each Parcel shall be deemed to be the actual Building Area on such Parcel or, if a Building has not been completed on a Parcel, the Building Area for such Parcel set forth on Exhibit C attached hereto. The Pro Rata Share of each Owner's Parcel shall be adjusted based on an amendment of Exhibit C to add Building Area for Parcel 9.

o. "Tenant Maintained Parcel" means a Parcel for which the Common Areas located thereon are fully operated, maintained and repaired by a tenant(s) as required by the applicable lease(s) for such Parcel or portions thereof. A Parcel shall be considered a Tenant Maintained Parcel if (i) the applicable lease(s) require the tenant(s) to fully operate, repair and maintain all Common Areas located thereon or all Common Areas located thereon except for Common Area Core Elements, (ii) the Approval Parties approve the Parcel as a Tenant Maintained Parcel in their reasonable discretion, and (iii) the tenant(s) perform such operation, repair and maintenance in accordance with the standards of this Declaration. For purposes hereof, the leases for McDonald's, AutoZone and 7-11 are hereby approved as Tenant Maintained Parcels. At such time as a lease for a Tenant Maintained Parcel terminates or expires, or if the Approval Parties terminate a Parcel's status as a Tenant Maintained Parcel pursuant to Section 6d herein, such Parcel shall no longer be considered a Tenant Maintained Parcel hereunder.

3. EASEMENTS:

a. Description of Easements

(i) Access Easement. Declarant, as Owner of the Parcels, on behalf of itself, its successors and assigns, hereby declares and establishes for the benefit of the Parcels, the Owners thereof, together with their Permittees, (A) a non-exclusive easement for vehicular, bike and similar methods of transportation, in common with others entitled to use the same, over and across the parking and driveway areas of the Common Areas of the Development and each of its Parcels, as the same may from time to time be constructed and maintained for such use, and (B) a non-exclusive easement for vehicular, bike and similar methods of transportation, and pedestrian ingress and egress, in common with others entitled to use the same, to and from and over, upon and across those portions of the driveways, sidewalks, walkways and access ways, exits and entrances now or hereafter located on the Parcels, as the same may from time to time be constructed and maintained for such use. The foregoing easements are hereinafter collectively called the "Access Easement" and the areas containing the Access Easement are collectively referred to as the "Access Easement Areas". Except as provided above, the Access Easement and any Access Easement Area may not be relocated, amended, modified or blocked (except for periodic maintenance and resurfacing), nor may any Owner construct or erect (or allow any party to construct or erect) any signs, buildings, fences or other structures within an Access Easement Area that will adversely affect the use and enjoyment thereof, without the prior written consent of the Approval Parties or an Owner adversely impacted by such, not to be unreasonably withheld,

conditioned or delayed. For purposes hereof, it shall not be unreasonable to withhold consent to the relocation of an Access Easement Area in the event such relocation would violate the terms of any lease then in effect within the Development or would otherwise be prohibited by Riverside County or would materially impair the free flow of traffic in the Development or would otherwise materially adversely affect access to or business conducted on any Parcel.

(ii) Drainage Easement. Declarant, on behalf of itself, its successors and assigns, further hereby declares and establishes, for the benefit of each Parcel, a non-exclusive easement for storm water drainage over those portions of each Parcel containing the drainage improvements that serve the Development, including, but not limited to, any and all drains, culverts, lines and retention ponds, for the purpose of providing drainage and retention of storm water run-off from the Development. The foregoing drainage easement is hereinafter called the "Drainage Easement" and the areas containing the drainage improvements are collectively referred to as the "Drainage Easement Areas". The Drainage Easement and any Drainage Easement Area may be relocated by the Owner of a Parcel at any time after the effective date of this Declaration, at such Owner's sole cost and expense, in order to accommodate development of the Parcel, provided that such relocation shall be subject to the written consent of each Owner affected thereby, which consent shall not be unreasonably withheld, conditioned or delayed so long as such relocation will not (A) materially impair or interrupt drainage of any Parcel served thereby, (B) materially interfere with access to any Parcel, or (C) disrupt the business operations conducted on any Parcel. Notwithstanding anything herein to the contrary, in the event the Owner of a Parcel elects to so relocate the Drainage Easement and/or a Drainage Easement Area, the Owner of the Parcel shall at such Owner's sole cost and expense be obligated to, and shall require that any party working on its behalf, repair the surface (e.g. parking, etc.) that may be damaged by any such Drainage Easement or Drainage Easement Area relocation.

(iii) Sewer Easement. Declarant, on behalf of itself, its successors and assigns, further hereby declares and establishes, for the benefit of each Parcel, a non-exclusive underground sanitary sewer easement over those portions of each Parcel containing the sanitary sewer improvements that serve the Development, including, but not limited to, any and all lines, lifts and related facilities, for the purpose of providing sanitary sewer service to the Parcels. The foregoing sanitary sewer easement is hereinafter called the "Sewer Easement" and the areas containing the sanitary sewer improvements are collectively referred to as the "Sewer Easement Areas". The Sewer Easement and any Sewer Easement Area may be relocated by the Owner of a Parcel at any time after the effective date of this Declaration, at such Owner's sole cost and expense, in order to accommodate development of the Parcel, provided that such relocation shall be subject to the written consent of each Owner affected thereby, which consent shall not be unreasonably withheld, conditioned or delayed so long as such relocation will not (A) materially impair or interrupt sewer service to any Parcel served thereby, (B) materially interfere with access to such Parcel, or (C) disrupt the business operations conducted on any Parcel. Notwithstanding anything herein to the contrary, in the event the Owner of a Parcel elects to so relocate the Sewer Easement and/or a Sewer Easement Area, the Owner of the Parcel shall at such Owner's sole cost and expense be obligated to, and shall require that any party working on its behalf, repair the surface (e.g. parking, etc.) that may be damaged by any such Sewer Easement or Sewer Easement Area relocation.

(iv) Utility Easements. Declarant, on behalf of itself, its successors and assigns, hereby declares and establishes for the benefit of each Parcel non-exclusive easements for the installation as needed, of underground utilities to serve the Parcels containing the utility improvements that serve the Development, including, without limitation, water, gas, electric power, telephone and data lines and related improvements providing utility services to the Parcels (collectively, the "Utility Easement" and the "Utility Easement Areas"). The Utility Easement and any Utility Easement Area may not be relocated by an Owner of the Parcel burdened thereby without the written consent of the other Owners, not to be unreasonably withheld, conditioned or delayed. Additionally, in the event any Owner of a Parcel elects to so relocate any Utility Easement and/or a Utility Easement Area, such Owner shall at its sole cost and expense be obligated to, and shall require that any party working on its behalf, repair the surface (e.g. parking, etc.) that may be damaged by any such Utility Easement or Utility Easement Area relocation. No buildings, structures or improvements other than paving and landscaping may be installed or constructed within a Utility Easement Area without the written consent of each Owner, not to be unreasonably withheld, conditional or delayed and subject to the rights of any utility provider.

(v) Parking Easement. Declarant, on behalf of itself, its successors and assigns, hereby declares and establishes, for the benefit of all Parcels, a non-exclusive easement over those portions of each Parcel improved for parking for the purpose of (A) the parking of passenger vehicles, and pedestrian and vehicular traffic, of the Permittees, and (B) the temporary parking or standing of trucks, tractors, trailers, and other delivery vehicles and the ingress and egress of such service trucks and vehicles to and from the buildings located on the Parcels for the delivery of goods, wares, merchandise, and rendition of services to the Permittees. The foregoing parking easement is hereinafter called the "Parking Easement" and the areas containing the parking improvements are collectively referred to as the "Parking Easement Area." The Parking Easement Area may be relocated by an Owner of a Parcel at any time after the effective date of this Declaration, at such Owner's sole cost and expense, including, without limitation, the restriping and redesignation of parking spaces, provided such relocation, restriping and redesignation shall not, without the written consent of the Approval Parties and any Owner adversely impacted thereby, not to be unreasonably withheld, conditioned or delayed: (W) reduce the number of parking spaces on such Parcel such that subsection (Y) below is violated or materially change the vehicular traffic flow of the Parking Easement Area, (X) materially interfere with the access to any Parcel, (Y) cause the Development to be in violation of any applicable laws or regulations, including those related to disabled access, electronic vehicle charging requirements or parking ratios; or (Z) disrupt the business operations conducted on any Parcel. The Parking Easement Area shall be subject to any protected area and other restrictions provided in any lease with respect to any Parcel existing on the date of this Declaration and any extension or renewal thereof. Declarant agrees that in no event shall the number of parking spaces in the Parking Easement Area be fewer than the greater of (i) the number of parking spaces required to satisfy all applicable governmental laws, rules, regulations and codes (without reliance on a variance, special use permit, or other similar form of relief), or (ii) the number of parking spaces required by the terms of any existing tenant leases on any of the Parcels.

b. Temporary Construction Easement. As an ancillary easement to each of the Access Easement, Drainage Easement, Sewer Easement, and Utility Easement, Declarant hereby declares and establishes for the benefit of the Owners of Parcels a temporary construction easement over the portions of Parcels reasonably necessary for the Owners or tenants thereof or thereon to

construct permitted improvements on their respective Parcels and to maintain, repair, upgrade and replace, if necessary, such improvements installed therein; provided, however, no Owner shall exercise its rights under this Section 3.b in any manner that will (i) materially impair or interrupt any utility service to any Parcel, (ii) materially interfere with access to any Parcel, or (iii) disrupt the business operations conducted on any Parcel.

c. Minimal Interference; Workmanlike Manner; Parcel Restoration. In connection with the installation, maintenance, or repair of utilities, access areas, drainage and sewers as provided for in this Declaration, the Owner of the Parcel to which such utilities, access, drainage areas and sewers are being installed, upgraded, repaired and maintained, shall insure that such installations, maintenance, upgrade or repair is undertaken in a manner so as to minimize the interference with business operations of, and with ease of access by customers and other business invitees to, other business located on the balance of the Parcels, and that such work will not materially and unreasonably interfere with the conduct of any business on, ingress or egress to, or use any other Parcel. All such work shall be done promptly and in a good workmanlike manner. Any portion of any Parcels which is affected by such installation, maintenance, and or repair, including but not limited to landscaping, parking, signage and access areas, shall be restored to the condition as existed prior to such work.

d. Compliance with Law. Notwithstanding anything herein or to the contrary, in the event a change to any Easement Area described hereunder is reasonably required by an Owner to comply with applicable law, including, without limitation, providing access and parking for disabled persons, and electrical vehicle charging stations, consent of the other Owners shall not be required to the full extent such changes are reasonably required to comply with such laws or any mandate issued by any governmental authority; provided, however, in the event of any such change(s) for the purposes set forth in this Section 3.d, and for convenience purposes only, the Owner required to complete the change to comply with applicable law(s) shall notify any and all other Owner(s) of a Parcel or Parcels within the Development in writing not less than ten (10) business days prior to commencement of any work.

e. No Obstruction. No Owner hereto shall, at any time prior to the termination of the easements herein granted, erect or construct, or cause to be erected or constructed, any fence, wall, curb, or other barrier between any of the Parcels or in any manner interfere with or restrict the full and complete use and enjoyment by any beneficiary of the easements herein granted.

f. No Structures. Except for any freestanding pylon or monument signs which can be erected for the benefit of the Parcels by the Owners thereof, and except for light poles in the parking area, no other permanent structures (other than landscaping which is less than three (3) feet in height or as required by the County of Riverside) shall be erected or maintained by the Owner of any Parcel which would in any manner obstruct the visibility of any Parcel from Winchester Road or Thompson Road.

g. Further Easements. Declarant reserves the right to convey, grant additional easements in or across, or dedicate portions of the Development from time to time for such purposes as Declarant deems reasonably necessary or desirable for the full development of the Shopping Center as contemplated herein, and, in furtherance thereof, to withdraw said portion from this Declaration, provided, however, that Declarant (1) may not exercise any of its rights

under this Section 3.g in a manner that would unreasonably interfere with any Owner's use and enjoyment of its Parcel, and (2) may not convey or grant any such easement in or across any Parcel without the prior approval of the applicable Owner, which shall not be unreasonably withheld, conditioned or delayed

4. CONSTRUCTION.

a. General Requirements.

(i) Each Owner agrees that all construction activities performed or authorized by it within the Shopping Center shall be performed in compliance with all Governmental Requirements. All construction shall utilize new materials and shall be performed in a good, safe and workman-like manner.

(ii) Each Owner agrees that any construction activities performed or authorized by it shall not:

(A) Cause any unreasonable increase in the cost of constructing improvements on another Owner's Parcel.

(B) Unreasonably interfere with construction work being performed on any other part of the Shopping Center.

(C) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Owner or its Permittees.

(D) Cause any Building located on another Parcel to be in violation of any Governmental Requirements.

(iii) Each Owner shall defend, indemnify, and hold each other Owner harmless from any liability, damage, injury, or other costs and expenses (including reasonable attorneys' fees) arising from or alleged to have arisen from any act or omission of the indemnifying Owner in connection with the construction work to be performed by the indemnifying Owner on its Parcel.

(iv) In connection with any construction, reconstruction, repair or maintenance on its Parcel, each Owner reserves the right, at its expense, to create a temporary staging and/or storage area on its Parcel at such location as will not unreasonably interfere with access between such Parcel and other areas of the Shopping Center. Prior to the commencement of any work that requires the establishment of a staging and/or storage area on its Parcel outside of a Building Area, an Owner shall give at least thirty (30) days prior notice to the Approving Parties, for their approval, of the proposed location of such staging and/or storage area if such area is located within fifty (50) feet from another Owner's Parcel. If substantial work is to be performed, the constructing Owner shall, at the request of the Approving Parties, fence such staging and/or storage area. If the Approving Parties do not approve the proposed location of the staging and/or storage areas, the requesting Owner shall modify the proposed location to satisfy the reasonable requirements of the Approving Parties. All storage of materials and the parking of

construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Parcel; provided, however, that if no direct public access is available to the constructing Owner's Parcel, then the common drive may be used for such access. Upon completion of such work, the constructing Owner shall, at its expense, restore any damaged area to a condition equal to or better than that existing prior to commencement of such work.

(v) From the time any Owner commences construction on its Parcel and continuing until completion of the construction, such Owner shall procure and maintain, or shall cause to be procured and maintained, at its sole cost and expense, public liability insurance and fire and extended coverage insurance applicable to the construction work to be performed. This coverage shall meet all requirements for insurance pursuant to the terms of this Declaration. Each Owner shall also procure and maintain, or shall cause to be procured and maintained, workers' compensation insurance in the amounts established Governmental Requirements. If any portion of an Owner's construction shall take place on or materially affect any other Parcel, that Parcel and its related Owner and/or Occupants shall be named as additional insureds.

(vi) Each Owner performing construction shall at all times keep its Parcel and all improvements erected on the Parcel free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment furnished to the Parcel in connection with the construction performed by each Owner on its Parcel.

b. Construction of Common Areas. Declarant shall construct the Common Areas on each Parcel, except as may be agreed by Declarant and any Owner or tenant of a Parcel for such Parcel. Following completion of such Common Areas on a Parcel, the Owner of such Parcel shall be responsible for any capital improvements and replacements of the Common Areas on its Parcel.

(i) At a minimum, the following general design standards shall be complied with throughout the term of this Declaration:

(A) Common area lighting system shall include 25 foot high pole mounted LED fixtures and shall comply with the Airport Land Use Condition requirements specified in Section 9.g(ii);

(B) All sidewalks and pedestrian aisles shall be of concrete or other materials approved by the Approving Parties. The automobile parking areas, driveways and access roads shall be designed in conformity with the recommendations of a licensed soils engineer approved by the Approving Parties, which design shall require the installation of a suitable base and surfacing with an asphaltic concrete or concrete-wearing material.

(C) The parking areas on each Parcel shall be limited to surface parking and shall contain electronic vehicle charging stations (the "EV Stations") as may be required by applicable law and applicable government approvals and permits for the Development. The location of the EV Stations are set forth on Exhibit H attached hereto. Notwithstanding anything to the contrary herein, Declarant shall be responsible for the cost of

installing the initial EV Stations on each Parcel as shown on Exhibit H, except as may be agreed by Declarant and any Owner or tenant of a Parcel for such Parcel, and the Owner of each Parcel shall be responsible for any replacement or installation of additional EV Stations. Declarant (or the Maintenance Operator, as applicable) may change the location of EV Stations or increase or reduce the number of EV Stations on each Parcel; provided, however that (i) any change in location of existing EV Stations or the location of any new EV Stations that is not necessitated by applicable laws shall require the consent of the applicable Owner, which shall not be unreasonably withheld or delayed, and (ii) any change in location of existing EV Stations or the location of new EV Stations necessitated by applicable laws shall be made in consultation with the applicable Owner, but such locations shall ultimately be selected in Declarant's (or the Maintenance Operator's, as applicable) sole discretion. In the event there is a requirement that the Shopping Center as a whole maintain a certain number of EV Stations (as opposed to a particular Parcel), Declarant (or the Maintenance Operator, as applicable) shall allocate the EV Stations among the Parcels as the Declarant or the Maintenance Operator may reasonably determine.

(ii) No Owner shall make changes to the improved Common Area, except that each Owner hereby reserves the right, from time to time without obtaining the approval of any other Owner, to make at its own expense any insignificant change, modification or alteration in the portion of the Common Area on its Parcel, including the installation of convenience facilities such as mailboxes, benches, bicycle racks, directional and/or parking information signs (which conform to Shopping Center-wide standards), provided that:

(A) The accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan.

(B) There shall be maintained at all times within such Common Area a sufficient number of vehicular parking spaces to satisfy Governmental Requirements as they pertain to such Parcel and the parking requirements set forth on Exhibit E attached hereto.

(C) No Governmental Requirements shall be violated as a result of such action. Each Governmental Requirement applicable to such modifications shall be satisfied by the Owner performing the same. Each action shall not result in any other Owner being in violation of any Governmental Requirements.

(D) No change shall be made in the access points between the Common Area and the adjacent public streets.

(E) At least thirty (30) days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to each Approving Party copies of the plans therefor.

c. Construction of Building Improvements.

(i) Buildings shall only be located within the Building Areas designated on the Site Plan. The size of building improvements on each Parcel shall not exceed the maximum building area for such Parcel set forth on Exhibit C attached hereto except for such additional area

as may be permitted by government authorities but only to the extent permitted by a tenant's lease. While it is acknowledged and agreed that no Owner shall have an obligation to commence construction of any Building on its Parcel, each Owner agrees that once it has commenced construction of a Building, such Building shall be completed within a reasonable time and at such Owner's sole cost and expense.

(ii) Each Owner shall submit detailed plans to Declarant for the initial construction of each Building and any additions, remodeling, reconstruction or other alteration thereto which changes the exterior thereof within forty five (45) days prior to the commencement of any work on its Parcel. No material deviation shall be made by an Owner from the approved plans. Declarant shall have the right to reasonably approve such plans. The plans shall be consistent with any architectural themes adopted by Declarant or the Approval Parties, but Declarant shall not withhold its consent for national tenants proposing standardized or prototypic facilities.

(iii) Any new Building may be constructed only on and above the surface of ground area on each Parcel. Notwithstanding the foregoing, minor encroachments beyond the boundary of each Parcel are permitted, provided all of the following are satisfied:

(A) Any such encroachment is caused by a building overhang, canopy, eave, foundation, or footing;

(B) Any encroaching foundation or footing does not extend more than five feet beyond the boundary of the Parcel;

(C) The encroachment is designated in plans approved by the Owner or Owners being encroached upon, in its sole and absolute discretion;

(D) If the encroachment is on or over the surface of another Owner's Parcel, the encroachment does not interfere with that Parcel and has been approved in writing by the Parcel's Owner, in its sole and absolute discretion.

(iv) Any Building constructed on a Parcel shall be constructed in such a manner that its exterior walls are considered standard fire walls, so as to permit any Owner owning buildings or improvements immediately adjacent to the subject Building, or Occupants of those adjacent Buildings, to procure fire insurance for their Buildings and improvements as separate structures without the payment of additional premiums required because of their location adjacent to the subject Building. Automatic fire sprinklers shall be installed and maintained in each Building constructed by an Owner. Notwithstanding the foregoing, any fire sprinklers subject to this Section shall satisfy any Governmental Requirements and any requirements imposed by insurance companies.

(v) During the construction of a Building on a Parcel, the Owner responsible for the construction work shall implement measures reasonably acceptable to Declarant to protect the safety of all Permittees of the Parcels and to protect existing improvements on the Parcels from dust and other debris, and in all events shall satisfy the requirements of any applicable local ordinance.

(vi) Construction of Buildings on the Parcels shall be conducted pursuant to the terms of this Declaration in a manner that will not materially interrupt or interfere with any other Owner, Occupant or Permittee.

5. PROPERTY TAXES AND ASSESSMENTS.

a. Obligation for Payment. Each Owner shall pay, or cause to be paid, prior to delinquency, all real property taxes, assessments, including any assessments, common area maintenance and similar charges imposed pursuant to declarations, covenants, agreements and other instruments of record or otherwise encumbering the Development, and other charges that may be levied, assessed, or charged against the Parcel owned by it, including any taxes, assessments, or other charges levied, assessed, or charged against any portion of the Common Area located on that Owner's respective Parcel. If a real property tax, assessment, or other charge is levied, assessed, or charged against all of the Parcels as a whole, then all Owners of the Parcels will pay, prior to delinquency, such real property tax, assessment, or other charge in proportion to the square footage of each such Owner's Parcel. If there is more than one Owner of a Parcel, each Owner of that Parcel shall be responsible for the real property taxes, assessments, and other costs that may be levied, assessed, or charged against that Parcel in proportion to their percentage interest in and to the Parcel, unless some other allocation of payment is agreed to by all the Owners of that Parcel. If an Owner fails to pay taxes or assessments owed by it prior to its delinquency, any other Owner may pay the taxes or assessments. In that case, the nonpaying Owner shall reimburse the paying Owner for the full amount paid, plus interest at the maximum legal rate then prevailing, within thirty (30) days after the paying Owner gives the nonpaying Owner written demand for the amount paid.

b. Right to Contest. Each Owner shall have the right, at that Owner's sole cost and expense, to protest or contest in good faith the amount of any tax or assessment levied on that Owner's Parcel and to defer payment of the tax or assessment until final determination of the contest. On final determination of the contest, the contesting Owner shall immediately pay the amount of the judgment rendered and all costs, charges, interest, and penalties related to the contest. The contesting Owner shall also defend, indemnify, and hold each of the other Owners harmless from any damage, cost, or expense (including reasonable attorneys' fees) arising out of the contest.

6. MAINTENANCE OR UPGRADES:

a. Buildings. After completion of construction of each such improvement on its Parcel, each Owner covenants and agrees to maintain and keep the Buildings and any outside sales area in a first-class condition and state of repair, in compliance with all Governmental Requirements, and in compliance with the provisions of this Declaration. No Owner shall modify or upgrade any Buildings or make capital improvements or replacements with respect thereto in a manner which does not comply with any architectural concept approved for such Building as originally constructed without the prior written consent of the Approval Parties, which shall not unreasonably be withheld; provided, however, that in no event shall the foregoing prohibit renovations or improvements that deviate from any such architectural concept for national tenants with standardized or prototypic facilities. Each Owner further agrees to store all trash and garbage from its Buildings in adequate containers, to locate such containers so that they are not readily

visible from the parking area, and to arrange for regular removal of such trash or garbage. Exterior Building lighting fixtures, including any light fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be maintained, replaced and repaired as part of such Building maintenance.

b. Common Areas.

(i) Owner Obligations. Subject to the operations, maintenance and repair responsibilities which may be delegated to the Maintenance Operator pursuant to Section 6c, and independent obligations, if any, relating to utility lines and/or signs, each Owner shall operate, maintain, and to the extent necessary due to ordinary wear and tear, repair and replace the Common Area on its Parcel in a sightly, safe condition and good state of repair at such Owner's sole cost and expense. The unimproved Common Area shall be kept litter-free. The minimum standard of operation and maintenance for the improved Common Area shall be comparable to the standard of operation and maintenance followed in other first class retail developments of comparable size in Riverside County, California; provided, however, the Common Area shall be operated, maintained and repaired in compliance with all applicable Governmental Requirements and the provisions of this Declaration. All Common Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain any architectural and aesthetic criteria of the Shopping Center as a whole as may be reasonably adopted by the Approval Parties from time to time. Such operation and maintenance obligation shall include but not be limited to the following:

(A) Maintaining, repairing and replacing all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, (i) replacement of base, skin patch, resurfacing and, when necessary to restripe the parking area, resealing; and (ii) restriping parking lots and drive lanes on an as-needed basis, but in any event as necessary to clearly identify parking space designations, traffic direction designations, fire lanes, loading zones, no parking areas and pedestrian cross-walks.

(B) Periodically removing papers, debris, filth, and refuse, including vacuuming and broom-sweeping of paved areas on an as-needed basis, but in any event to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area by Permittees.

(C) Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs or markers.

(D) Except for lighting fixtures that are considered part of the Building under this Declaration, maintaining, cleaning and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers, and illuminating the Common Area.

(E) Maintaining and replacing all landscape plantings, trees and shrubs in an attractive, live and thriving condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings; providing

water for landscape irrigation through a properly maintained system, and any modifications to such system to satisfy governmental water allocations or conservation.

(F) Keeping the Common Area free from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration.

(G) Maintaining, cleaning and replacing sidewalks, including those adjacent to Buildings. Sidewalks shall be steam-cleaned as needed and pressure washed periodically in the interim, and swept at appropriate intervals during such time as shall not interfere with the conduct of business or use of the sidewalks.

(H) Providing security measures, including personnel, for the Common Area, if reasonably required.

(I) Supervising traffic at public entrances and exists to the Parcel as conditions reasonably require in order to maintain an orderly and proper traffic flow.

(J) Repairing or replacing any sewer, drainage or utility improvements serving the Shopping Center.

(K) Maintaining, repairing, operating and replacing EV Stations, including payments of rent, fees and other costs under leases, licenses, sublicenses or other agreements for EV Stations ("EV Station Agreements") entered into either by Declarant or Maintenance Operator. The Declarant or Maintenance Operator shall have complete discretion and authority with respect to the location, placement and operation of the EV Stations on each Parcel, including the selection of third parties to develop and operate the EV Stations under EV Station Agreements and entering into EV Station Agreements, and each Owner hereby grants to Declarant and Maintenance Operator a license to develop, operate, maintain and replace the EV Stations on its Parcel and to enter into EV Station Agreements with other parties with respect thereto. Notwithstanding the foregoing, any change in location of existing EV Stations or the location of any new EV Stations that is not necessitated by applicable laws shall require the consent of the applicable Owner, which shall not be unreasonably withheld or delayed, and (ii) any change in location of existing EV Stations or the location of new EV Stations necessitated by applicable laws shall be made in consultation with the applicable Owner, but such locations shall ultimately be selected in Declarant's (or Maintenance Operator's, as applicable) sole discretion.

c. Maintenance Operator Obligations.

(i) Subject to Section 6d, the Maintenance Operator shall operate, maintain and repair the Common Areas on all Parcels. The Maintenance Operator shall not be appointed to maintain the Common Areas of a Parcel until such time as at least one (1) Occupant has opened for business on the Parcel, except as otherwise approved by the Approval Parties and the Owner of the applicable Parcel. The Maintenance Operator's obligations under this Section 6c shall not include the cost of "capital improvements" to the Common Areas since such work is the responsibility of the Owner owning such Parcel. At least thirty (30) days prior to any major work in the parking lots or drive areas, the Maintenance Operator shall advise the Approval Parties of the scope thereof, and the proposed commencement and completion dates. The Maintenance

Operator shall expend only such funds as are reasonably necessary for the operation, maintenance and repair of the Common Area (the "CAM Costs") (other than costs to operate, maintain and repair Tenant Maintained Parcels as addressed in Section 6d), and for the performance of other obligations imposed on the Maintenance Operator pursuant to this Declaration.

(ii) Within thirty (30) days following the commencement of such maintenance and operation, Maintenance Operator shall provide the Approval Parties an estimated budget for the balance of the current calendar year containing the information required by subsection (iii) below, and each Owner agrees to pay its Pro Rata Share of CAM Costs actually incurred during the balance of such year, plus the Administration Fee (as defined below), in accordance with subsection (iv) below, less any revenue in excess of CAM Costs applicable to the EV Stations received by Declarant or the Maintenance Operator, as applicable, from the EV Stations. Maintenance Operator may hire companies affiliated with it to perform maintenance and operation of the Common Area, but only if the rates charged by such affiliates are competitive with those of other companies furnishing similar services in the area in which the Shopping Center is located. Notwithstanding anything to the contrary contained herein, CAM Costs shall not include:

(A) Real estate taxes and assessments and personal property taxes payable by the Owner, including those payable with respect to the Common Area on such Owner's Parcel;

(B) Any charge for electricity for Building accent lighting or architectural features, or any Building security lighting, or any charge for electricity for Common Area to an Owner that separately pays the cost of power to illuminate the Common Area on its Parcel;

(C) Any charge for water to an Owner that separately pays the cost of water for irrigating the landscaping on its Parcel;

(D) Wages or salaries paid to management or supervisory personnel;

(E) Late charges or fees;

(F) Costs for promotional, marketing, seasonal or holiday events;

(G) Costs to clean up or repair the Common Area from any promotional, marketing, seasonal or holiday activities for a specific Parcel rather than the Shopping Center as a whole, or from construction, maintenance or replacement of an Owner's Buildings;

(H) Costs resulting from or arising out of the repair or replacement of items covered by warranties or guarantees;

(I) Profit, administrative and overhead costs;

(J) Legal, accounting and administrative services;

(K) Entertainment, transportation, meals and lodging;

(L) Other than a resurfacing, resealing and restriping of drive and parking areas which are considered maintenance items, any cost for replacement of base for drive and parking areas, such replacement being a capital improvement that is the responsibility of the Owner owning the Parcel;

(M) Costs associated with trash and/or garbage removal from an Owner's Building, such removal obligation being the responsibility of the Owner owning the Building; or

(N) Capital improvements.

In lieu of Maintenance Operator's profit, administrative charges, all indirect and/or other direct costs, Maintenance Operator shall be permitted to charge an amount (the "Administrative Fee") computed by multiplying the CAM Costs (exclusive of utility charges) by fifteen percent (15%). If any of Maintenance Operator's personnel at the Shopping Center perform services, functions or tasks in addition to Common Area duties, then the cost of such personnel shall be equitably allocated according to time spent performing such duties. The cost of work performed by Maintenance Operator's personnel and/or affiliates that is includable in CAM Costs shall be charged at such individual's normal (no mark-up) hourly basis, including benefits; provided, however, that the total rate charged for such individual shall not exceed the rate charged for such work by competitive companies furnishing similar work in the area in which the Shopping Center is located.

The obligation of the Owners to pay CAM Costs and the Administrative Fee hereunder is separate and distinct from any obligation to pay such costs by a tenant under any lease on a Parcel. The payment of such costs by a tenant to an Owner shall be governed solely by the applicable lease, such that to the extent of any conflict between such lease and this Declaration as to such costs, the terms of the lease shall control as between the parties to such lease, but the provisions of such lease concerning CAM Costs and the Administrative Fee shall not reduce or increase the Owner's obligation to pay such costs pursuant to the terms of this Declaration.

Maintenance Operator shall, at least ninety (90) days prior to the beginning of each calendar year during the term of this Declaration, submit to the Approval Parties an estimated budget ("Budget") for CAM Costs and the Administration Fee for operating and maintaining the Common Area for the ensuing calendar year. In the event an Approval Party believes the charge for a particular function is excessive, such Approval Party shall notify Maintenance Operator of such belief, and thereupon Maintenance Operator shall obtain no fewer than two (2) competitive bids for such function from reputable service providers reasonably acceptable to Maintenance Operator and Approval Parties. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. The Budget shall be in a form and content reasonably acceptable to the Approval Parties and shall identify separate cost estimates for at least the categories specified under Section 6b(i), plus:

(1) The Administration Fee.

(2) Rental fees or purchase price of equipment and supplies used in maintaining, operating or repairing the Common Area.

(3) Credit for any depreciation or trade-in allowance applicable to items purchased for Common Area purposes.

(4) Maintenance of free-standing signs, including pylon and monument signs, other than signs that display the name of a single tenant.

(5) Maintenance, repair, replacement or removal of any common utility line.

If an Approval Party disapproves the proposed Budget, it shall consult with the other Approval Parties, and Maintenance Operator to establish a final approved Budget. If a Budget for any calendar year is not approved (including the failure of Maintenance Operator to submit a Budget) by December 1st of the preceding calendar year, Maintenance Operator shall have the right, by written notice given prior to December 10th of such preceding calendar year, to terminate its operation and maintenance obligations with respect to the Common Area located on the Parcel of the disapproving Approval Party as of the following March 31st. If such notice is given, commencing on the following April 1st, such Approval Party shall (i) operate and maintain the Common Area on its Parcel, including without limitation, that portion of the common drive and/or service drive located on its Parcel, (ii) pay all costs and expenses incurred in connection therewith; and (iii) contribute towards the costs of common utility lines, including any detention/retention ponds, regardless of location, the Common Area security program, if any, and the pylon signs, which continue to be performed by Maintenance Operator. Maintenance Operator shall continue to maintain and operate the balance of the Common Area within the Shopping Center. During the period from January 1st to March 31st., such Approval Party shall pay its Pro Rata Share of the operation and maintenance of the Common Area. If such notice is not timely given, then Maintenance Operator shall continue to maintain and operate all of the Common Area located on the Parcel of the Approval Party for the next calendar year, and the items of disagreement shall be resolved as part of the Reconciliation (as defined below) process. Approval of the Budget, or any of the line items comprising a part thereof, shall not be considered a waiver of an Owner's right to audit and/or contest, challenge or dispute the Reconciliation. Maintenance Operator shall use its diligent, good faith efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, Maintenance Operator shall have the right to make emergency repairs to the Common Area to prevent injury or damage to Persons or property, it being understood that Maintenance Operator shall nevertheless advise each Owner of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds \$10,000.00, then Maintenance Operator shall submit a supplemental billing to each Owner, together with evidence supporting such cost, and each Owner shall pay its Pro Rata Share thereof within thirty (30) days after receipt of such billing. The cost limitation set forth above is not exceeded then such costs shall be included as part of CAM Costs for that year.

(iii) Each Owner shall pay to Maintenance Operator in equal monthly payments, in advance, its Pro Rata Share of CAM Costs and the Administration Fee based either upon the amount set forth in the approved Budget or, if a Budget is not approved, then the lesser of the amount set forth in the unapproved Budget or the monthly payment established for such Owner for the prior year. Notwithstanding the provision for determining the amount of payment set forth in the immediately preceding sentence, in the event a Budget is not approved because Maintenance Operator elected not to submit a Budget for consideration at least sixty (60) days prior to the beginning of the calendar year, then the Approval Parties shall have the right to use their reasonable judgment to determine the amount of the Budget for the next calendar year. Within one hundred twenty (120) days after the end of each calendar year, Maintenance Operator shall provide each Owner with a statement, together with supporting invoices and other materials setting forth the actual CAM Costs paid by Maintenance Operator for the operation and maintenance of the Common Area (such statement and supporting data are collectively called the "Reconciliation"), the Administration Fee, and the share of the aggregate thereof that is attributable to each Owner's Parcel. The Reconciliation shall separately identify cost categories specified in Section 6b(i) and shall be in a form reasonably acceptable to the Approval Parties. If the amount paid with respect to a Parcel for such calendar year shall have exceeded the share allocable to such Parcel, Maintenance Operator shall refund by check the excess to the Owner owning such Parcel at the time the Reconciliation is delivered, or if the amount paid with respect to a Parcel for such calendar year shall be less than the share allocable to such Parcel, the Owner owning such Parcel at the time such Reconciliation is delivered shall pay the balance of such Owner's share to Maintenance Operator within sixty (60) days after receipt of such Reconciliation, less any amounts disputed in writing, it being understood and agreed that the 60-day period only establishes the period for payment and is not to be construed as an acceptance of the Reconciliation. If Maintenance Operator does not timely submit the Reconciliation, then such Owner's payment period shall be extended an additional 60 days for a total of 120 days after receipt of the Reconciliation. If Maintenance Operator does not refund amounts shown by the Reconciliation to be owed an Owner, then such Owner may offset the refund owed, plus interest at the prime rate, against payments for CAM Costs and Administration Fee due for any future period. Notwithstanding anything contained herein to the contrary, if during a calendar year Maintenance Operator resigns or is replaced, the replacement Maintenance Operator shall be responsible for the Reconciliation adjustments, including any reimbursement due to an Owner for such calendar year; in addition for a period of sixty (60) days after a substitution of Maintenance Operator is made, any payment made by an Owner to the prior Maintenance Operator shall be deemed properly paid, and the old and new Maintenance Operators shall resolve any necessary adjustments and/or prorations regarding such payments between themselves.

Within three (3) years after the date of receipt of a Reconciliation, each Owner shall have the right to audit Maintenance Operator's books and records pertaining to the operation and maintenance of the Common Area for the calendar year covered by such Reconciliation. An Owner shall notify Maintenance Operator of such Owner's intent to audit at least fifteen (15) days prior to the designated audit date. If such audit shall disclose any error in the determination of CAM Costs, the Administration Fee or any allocation thereof to a particular Parcel, the auditing Owner shall provide Maintenance Operator with a copy of the audit, and an appropriate adjustment shall be made forthwith. Notwithstanding anything to the contrary, the approval of a prior Reconciliation or any line item comprising a part thereof, shall not be a waiver of an Owner's right to challenge subsequent Reconciliations regarding such line item. The cost of any audit shall be

assumed by the auditing Owner unless such Owner shall be entitled to a refund in excess of three percent (3%) of the amount calculated by Maintenance Operator as such Owner's share for the applicable calendar year, in which case Maintenance Operator shall pay the cost of such audit. If Maintenance Operator does not respond to the results of such audit within ninety (90) days after receipt of the audit, then the auditing Owner shall have the right to offset the refund claimed, plus interest at the prime rate, from the date Maintenance Operator receives the audit, plus costs of the audit if appropriate, against subsequent payments due Maintenance Operator; provided, however, Maintenance Operator shall retain the right to dispute the results or such audit for a period of six (6) months following receipt of such audit, and Maintenance Operator's election not to contest the results of such audit during the 6-month period shall be deemed acceptance of such audit.

In the event any Owner fails to pay its Pro Rata Share of the CAM Costs within twenty (20) days after written demand thereof, the Maintenance Operator or, in its own name and as agent for each of the other Owners, is authorized to institute an action to collect any delinquent amounts and to exercise any legal or equitable remedy allowed by law, including, without limitation, the right to lien the Parcel in question, with the right to foreclose such lien to the extent permitted by law. In any such enforcement action, the Maintenance Operator is authorized to follow the direction of the Approval Parties and shall have full authority on behalf of the Owners to prosecute such action including, without limitation, the right to settle and compromise any claim. Any amount not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid in full.

(iv) The Maintenance Operator shall maintain, repair and provide electricity to light free-standing signs, including pylon and monument signs identifying the Shopping Center or on which tenant sign panels appear, the cost of which shall be billed to the Owners as part of CAM Costs; provided, however, that:

(A) with respect to multi-tenant signs displaying sign panels of less than all of the tenants at the Shopping Center, the Owners or their tenants of Parcels which have such sign panels shall reimburse the Maintenance Operator for the maintenance, repair and utility charges on a pro rata basis based on the sign area of each such tenant's sign panel, which costs shall be billed to such tenants together with CAM Costs, and

(B) with respect to signs that identify a single tenant only, the Owner or its tenant of the Parcel which has such single tenant sign, and not the Maintenance Operator, shall maintain, repair and pay utility charges for the sign.

Illumination after 11:00 p.m. may be provided upon Owner's request, the cost of which shall be equitably shared by Owners or their tenants of Parcels that are open for business after 11:00 p.m.

(v) Maintenance Operator shall procure on behalf of the Owners and Maintenance Operator general liability insurance coverage for the Common Areas with coverage limits of not less than a \$5,000,000 combined single limit, with an insurance company and licensed to do business in the State of California and to the extent requested by any Owner name such Parcel's tenant as an "Additional Insured." The cost of such insurance shall be included as part of CAM Costs.

(vi) The following provision is incorporated herein in accordance with County Ordinance No. 671 of the County of Riverside:

Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The Maintenance Operator established herein shall manage and continuously maintain the common landscape areas identified by Declarant from time to time.

The Maintenance Operator shall have the right to assess the Owners of each individual parcel for the reasonable cost of maintaining such landscape areas, and shall have the right to lien the Property of any such Owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, "substantially" amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage, or maintenance of the " landscape area" or reciprocal easement established pursuant to the Declaration.

d. Tenant Maintained Parcels. Subject to Section 6e below, (i) the Maintenance Operator shall not operate, repair or maintain the Common Areas on any Tenant Maintained Parcel, (ii) no CAM Costs shall be billed to any Tenant Maintained Parcel, and (iii) the Pro Rata Share of the Parcel Owners shall be adjusted to exclude the Tenant Maintained Parcels from the calculation thereof solely for the purpose of calculating each Owner's share of CAM Costs. In the event the Common Areas of a Tenant Maintained Parcel is not operated, repaired and maintained in a manner consistent with the practices of the Shopping Center, as reasonably determined by the Maintenance Operator, the Approval Parties may terminate such Parcel's status as a Tenant Maintained Parcel, in which case the Owner of the Parcel shall pay its full share of CAM Costs and the Parcel shall be included in the calculation of the Owners' Pro Rata Share for purposes of calculating each Owner's share of CAM Costs.

e. Common Area Core Elements. Notwithstanding the provisions of Section 6d above, and except as expressly provided in this subdivision (e), (i) the Maintenance Operator shall operate, repair and maintain the Common Area Core Elements on Tenant Maintained Parcels, (ii) the costs for Common Area Core Elements shall be shared among the Owners of all Parcels for which the Maintenance Operator has been appointed and Tenant Maintained Parcels, and shall be billed separately from other CAM Costs, and (iii) each such Owner's Pro Rata Share of Common Area Core Elements shall be the percentage obtained by dividing the Building Area of such Owner's Parcel by the Building Area of all Parcels sharing in such costs. Notwithstanding the foregoing, the Approval Parties may agree to permit the tenant(s) on a Tenant Maintained Parcel to operate, repair and maintain some or all of the Common Area Core Elements on such Parcel, in which case no costs for the particular Common Area Core Elements so approved shall be billed to such Tenant Maintained Parcel, and the Pro Rata Share of the Parcel Owners for the category of such approved Common Area Core Elements shall be adjusted to exclude the applicable Parcel from the calculation thereof solely for the purpose of calculating each Owner's

share of such Common Area Core Elements. The Approval Parties may revoke the approval for a tenant to operate, repair and maintain all or some of the Common Area Core Elements if such tenant does not operate, repair and maintain such in a manner consistent with the practices of the Shopping Center, as reasonably determined by the Maintenance Operator.

7. PARCEL ACCESS: Each Owner hereby grants and conveys to the Declarant, its successors, successors-in-title, assigns, or tenants, and the Maintenance Operator, at any time and from time to time during the term of this Declaration, the right, but not the obligation, to enter upon its Parcel(s) for the purpose of constructing, installing, upgrading and maintaining the Common Areas, access areas, drainage, sewers, utilities which serve the Development and its Parcel(s), and the parking areas, driveways, sidewalks, and lighting as more particularly shown on the Site Plan.

8. DEVELOPMENT VIABILITY UPGRADE: In the event of a dispute as to whether the Common Areas located on any Parcel, or any utility, sewer, drainage or access area needs to be installed, maintained, repaired or upgraded in order to maintain the business viability or economic value of the Development ("Viability Upgrade"), the Approval Parties shall decide whether such Viability Upgrade should be implemented and Maintenance Operator shall manage the Viability Upgrade. The reasonable cost of the Viability Upgrade shall be split among all Owners based on their Pro Rata Share. The Maintenance Operator shall submit the initial budget for the Viability Upgrade to the Approval Parties at least ninety (90) days prior to the onset of construction, and shall submit any revisions thereto within fifteen (15) days of Maintenance Operator's receipt of same. Maintenance Operator shall be entitled to a five percent (5%) management fee based on the actual "hard" costs of the Viability Upgrade. Each Owner shall deposit its Pro Rata Share of the total estimated cost, including an estimated management fee, into an account to be set up by Maintenance Operator within thirty (30) days of receipt of the construction budget and any revisions thereto, to pay the costs associated with the Viability Upgrade. The Maintenance Operator may pay all costs and fees associated with the Viability Upgrade from this account, and will provide quarterly accountings to the Approval Parties, along with reasonable evidence of amounts spent. Any amounts not expended by the Maintenance Operator to perform the Viability Upgrade, including any associated management fees, will be returned to Owners pro rata within one hundred and twenty (120) days of the completion of the Viability Upgrade. Should any Owner of a Parcel fail to pay its share of the estimated costs of the Viability Upgrade as set out in the initial or revised budgets within ten (10) days following demand by the Maintenance Operator (the "Non-Paying Owner"), the Maintenance Operator is authorized to institute an action to collect any delinquent amounts and to exercise any legal or equitable remedy allowed by law, including, without limitation, the right to lien the Parcel in question, with the right to foreclose such lien to the extent permitted by law. In any such enforcement action, such Maintenance Operator shall have full authority to prosecute such action including, without limitation, the right to settle and compromise such claim. Any amount not paid when due by the Non-Paying Owner shall bear interest at the rate of ten percent (10%) per annum from the date due until paid in full.

9. USES AND RESTRICTIONS:

a. General. All uses shall be consistent with maintaining the character of the Shopping Center as it may be constructed and upgraded. Without limiting the foregoing, the following uses shall not be permitted:

i. Any movie theater, bowling alley, amusement park, arcade, skating rink, dance hall, sports bar or discotheque.

ii. Schools of any nature (including, without limitation any cooking school or cooking classes, beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees rather than retail customers).

iii. Any auditorium, meeting hall, church, synagogue or other religious facility.

iv. Any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles.

v. Any manufacturing facility.

vi. Any dry cleaner (except that a dry cleaner using only environmentally approved cleaning products and a drop off/pick up only type of facility shall be allowed).

vii. Any retail operation in which more than twenty (20%) percent of the sales area of such operation is used for the display and/or sale goods commonly referred to as close outs, manufacturer's overruns, or excess inventory or manufacturer's seconds or imperfect merchandise.

viii. Any "second hand" store (except an antique store or high quality used merchandise store), auction house, used clothing or thrift store, pawn shop, salvation army type store, "surplus" store or liquidation outlet.

ix. Any discount retailer (for purposes hereof, a "discount retailer" shall mean a retail sales use with floor area of less than 12,000 square feet that offers for sale a combination and variety of convenience shopping goods and consumer shopping goods, and continuously offers a majority of such items for sale at a discounted price of less than \$10 per item, such as, without limitation, "dollar" stores such as Family Dollar).

x. Any mortuary or funeral parlor.

xi. Any massage parlor (except that a therapeutic massage facility such as "Massage Envy" and Sola Salon (and their successors and assignors) shall be allowed).

xii. Any marijuana or vapor dispensary, store or shop.

xiii. Any government uses open to the public, unless approved by Declarant in its sole discretion.

xiv. Any call center or phone bank.

xv. Any use inconsistent with the customary character of a first-class retail shopping center (such as, without limitation, any "head" shop, adult book shop or adult movie house, tattoo or piercing parlor, refinery or shooting gallery).

xvi. The uses prohibited under each of the leases set forth in Exhibit G attached hereto for so long as the applicable lease shall be in effect, which prohibited uses are more particularly set forth in Exhibit G.

b. Building Restrictions. Excepting any single tenant Building (which Building may be compatible with the then existing prototypical colors and architectural style of the occupant thereon), all Buildings shall be aesthetically compatible with the colors and architectural style of the Development.

c. Parking Areas. Except as set forth in Exhibit E attached hereto and made a part hereof, and as otherwise provided herein with respect to EV Stations, there are no restrictions on the Parking Easement or the Parking Easement Area. Notwithstanding the foregoing, in no event shall the number of parking spaces in the Development open and available for the non-exclusive use of the Parcels, their agents, employees, customers and invitees be less than that amount required by the County of Riverside (without reliance on a variance, special use permit, or other similar form of relief).

d. Existing and Future Exclusive Uses. As of the date of this Declaration, Declarant and/or Owner(s) have entered into certain leases or written agreements that have specific exclusive use restrictions and/or prohibited use restrictions, which apply to the use and/or operation of the Development, as more fully described in the "Specific Use Restrictions" set forth in Exhibit G attached hereto and made a part hereof, which Specific Use Restrictions shall be binding on the Development encumbered by this Declaration. Notwithstanding anything to the contrary contained herein, this Declaration may be amended from time to time by Declarant in order to update, modify or amend the Specific Use Restrictions set forth herein, or to reflect any lease amendments, provided that no added specific use restrictions shall limit or interfere with any of the exclusive use rights of a tenant under a lease or Owner of any of the Parcels in existence as of the date of such specific use restrictions and no deletion of any Specific Use Restrictions shall interfere with the rights of such tenant or Owner as set forth on Exhibit G, without the prior written consent of such tenant or Owner. It is in the best interests of the Development and future Owners and tenants of the Parcels for Declarant to have the right to grant to future tenants or Owners additional exclusive use rights within the Development. Therefore, Declarant shall have the right to grant additional exclusive uses within the Development to any new tenant or Owner of a Parcel provided such use does not interfere with any use by any then-existing tenant or Owner of any Parcel and is a use that in custom and practice of the geographical region of the Development is an exclusive use customarily requested by the type of tenant or Owner (including, without limitation, specific themed restaurant uses, banks and other financial institutions and specialty retailers); provided, however, that such future grants of exclusive use rights shall not be binding

on a tenant under a lease in effect at the time of such grant unless such tenant is required to be bound in accordance with its lease.

e. Rules and Regulations. Each Owner shall cause its Permittees and any person conducting business on their Parcel to comply with any reasonable rules and regulations as may be promulgated by Maintenance Operator with respect to the use of the Common Areas. The Maintenance Operator may amend and modify the rules and regulations provided that any amendment or modification shall not violate or conflict with the terms of any pre-existing lease with respect to any of the Parcels.

f. Name and Address. The name and address of the Development shall not be changed without the consent of the Approval Parties, other than changes in address required by local government or United States Postal Service.

g. Airport Land Use Conditions.

(i) The Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. An Owner may wish to consider what airport annoyances, if any, are associated with the Property before completing its purchase of a Parcel and determine whether they are acceptable to such Owner. Business & Professions Code Section 11010(b)(13)(A).

(ii) Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky, and shall comply with the requirements of Riverside County Ordinance No. 655, as applicable. Outdoor lighting shall be downward facing.

(iii) The following uses and activities shall be prohibited on the Property, except as may otherwise be approved by required governmental authorities:

(A) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

(B) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

(C) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators).

(D) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

(E) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, critical community infrastructure facilities, highly sensitive outdoor nonresidential uses, and hazards to flight.

10. SIGNAGE:

a. The freestanding signs for Owners and tenants and for the Shopping Center are to be located as shown on Exhibit F-1 and shall be maintained as part of the Common Areas as provided under Section 6 of this Declaration except to the extent such freestanding sign is a single tenant identification sign and required to be maintained by any tenant of a Parcel pursuant to the terms of their lease. Signage shall be of a quality and character consistent with the Development. The Owner of Parcel 15 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for AutoZone on Exhibit F attached hereto and made a part hereof, the Owner of Parcel 8 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for Grocery Outlet on Exhibit F, the Owner of Parcel 5 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for McDonald's on Exhibit F, the Owner of Parcel 13 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for 7-11 on Exhibit F, the Owner of Parcel 6 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for Rite-Aid on Exhibit F, the Owner of Parcel 10 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for Chipotle on Exhibit F, and the Owner of Parcel 4 (or its tenant) shall have the continuing right to the position on the pylon and monument signs to the extent set forth for EOS on Exhibit F. In addition, the Owner of Parcel 7 (or its tenant) shall have the continuing right to the position on monument signs to the extent set forth for Parcel 7 on Exhibit F. No Owner will permit the construction or placement of any individual Owner or tenant pylon sign for advertisement or identification purposes other than as specified on Exhibit F or as approved by the Approval Parties or other Governmental Requirements. The Approval Parties may agree to the erection of one or more additional free standing signs identifying the Shopping Center and/or its tenants, provided if any such pylon sign identifies any one or more businesses, each tenant shall have the right to install its panel sign of equivalent size to the other tenant sign panels represented on the new pylon. The cost of constructing and installing any such new signs shall be shared by the Owners which have a sign panel pro rata in proportion to the size of their respective panels.

b. Declarant, as Owner of the Parcels, on behalf of itself, its successors and assigns, hereby declares and establishes for the benefit of the Parcels, the Owners thereof, together with their Permittees, a non-exclusive easement in, upon, over, above, under and across those portions of the Parcels on which freestanding signs for the Shopping Center and/or its tenants are located (the "Sign Easement"). Except as otherwise provided in Exhibit F, Declarant (or the Approval Parties after such time as Declarant no longer owns a Parcel) shall be entitled to designate, in its sole and absolute discretion, which Owners, if any, are entitled to signage on the shared monument or pylon signs and the size and relative position of such signage and any such designation may be set forth in a recorded supplement to this Declaration. The easement granted

under this Section 10b. includes the right in favor of Declarant, the Maintenance Operator, Permittees and their agents and contractors to enter upon that portion of the Common Areas now or hereafter located immediately adjacent to the Sign Easement which is reasonably necessary for the installation, construction, use, operation, maintenance and repair of the Sign Easement and the applicable signs. The Owner (or its Permittees) placing a panel on a shared monument sign shall be solely responsible for the cost of installing its or their sign panels, and Declarant, the Approval Parties or the Maintenance Operator, as applicable, may require that the panel be manufactured and installed by a sign company serving the Shopping Center, all at such Owner's expense. All shared signs shall be maintained in accordance with, and the costs thereof billed to the Owners, in accordance with the provisions of Section 6 hereof.

11. MORTGAGEE PROTECTION:

a. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions contained in this Declaration shall affect, impair, defeat or render invalid the lien or charge of any mortgage made in good faith and for value encumbering any lot or Parcel within the Development, but all said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise, with respect to any lot or Parcel within the Development.

b. Curing Defaults. A mortgagee or the immediate transferee of such mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale, shall not be obligated to cure any breach of the provisions of this Declaration. Any first priority mortgagee succeeding to Declarant's interest in any Parcel shall be obligated to pay assessments (including any payment of a Pro Rata Share of CAM Costs) arising after the date of acquisition of title by said priority mortgagee but shall not be required to pay assessments (including any payment of a Pro Rata Share of CAM Costs) attributable to the period prior to such acquisition.

c. Amendments. Any amendments to this Section 11 shall require the written consent of one hundred percent (100%) of the mortgagees holding mortgages encumbering any lot or Parcel within the Development, and any substantial amendment shall require the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest.

d. Assignment of Certain Rights. Declarant may collaterally assign its rights hereunder and its rights as Maintenance Operator under this Declaration to a mortgagee holding a mortgage encumbering any Parcel within the Development owned by Declarant as security for such mortgage, and any such assignment may be recorded in the Official Records of Riverside County.

e. Any beneficiary of a mortgage or deed of trust on a Parcel may pay any unpaid assessments or charges payable with respect to such Parcel, and upon such payment the beneficiary shall have a lien on such Parcel for the amounts paid of the same priority as the lien of the mortgage or deed of trust. The Declarant and any association among the Owners shall provide notice of an Owner's nonpayment of assessments to all holders of mortgages on such Parcel within a reasonable time after such payments are in default; provided, however, that the Declarant's or any such association's failure to provide such notice shall not affect the validity or enforceability of its Assessment Lien (as defined herein) against such owner or mortgage holder; and further

provided that any notice required by law to be given to a junior mortgage holder as part of any foreclosure proceeding shall be deemed to satisfy the foregoing notice requirement with respect to such junior mortgage holder. With respect to a first mortgage or first deed of trust, the Declarant and any such association shall record a release of any Assessment Lien, promptly following the acquisition of title to such Parcel through foreclosure or upon the recording of a deed in lieu of foreclosure by the holder of said first mortgage or first deed of trust or such holder's nominee or designee and a request in writing from such holder.

f. The Declarant and any association among the Owners shall give timely written notice to a first mortgagee of a Parcel of the commencement of any condemnation or eminent domain proceedings with respect to such Parcel and shall notify the first mortgagee of such Parcel in the event of the taking of all or any part of any Parcel or any Common Area Core Elements located on such Parcel.

12. HAZARDOUS MATERIALS: Each Owner agrees that it shall not use or transport, or permit or cause to be used or transported, any Hazardous Materials (as defined below) over, under, on, across, or through the area of any easement granted to the Owners under this Declaration except as permitted by, and in strict compliance with, all applicable federal, state, and local laws, statutes, ordinances, regulations, guidelines, orders, judicial and administrative decisions, and any applicable insurance requirements. In no event shall an Owner store, release, or dispose of any Hazardous Materials over, under, on, across, or through the area of any easement granted to the Owners under this Declaration. As used in this Declaration, "Hazardous Materials" shall mean any material or substance defined or regulated as a hazardous or toxic material, waste, or substance under any federal, state, or local law, statute, ordinance, regulation, guideline, order, judicial or administrative decision, and/or any applicable insurance policy presently in effect or as may be modified from time to time after the date of this Declaration, and shall specifically include, but not be limited to, petroleum products and by-products, flammable, explosive or radioactive materials, asbestos, polychlorinated biphenyls, trichloroethylene, tetrachloroethene, mold, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials. Notwithstanding the foregoing, Parcel 13 as shown on the Site Plan, is reserved for use as a fuel station which use may store, release, or dispose of Hazardous Substances in accordance with State, County, and City ordinances regulating such uses.

13. INDEMNIFICATION: Each Owner (Indemnitor) agrees to indemnify, defend, and hold harmless Declarant, and its officers, directors, shareholders, employees, contractors, licensees, tenants, agents, representatives, successors and assigns (individually and collectively, "Indemnitee") from and against any claims, demands, actions, proceedings, liabilities, losses, damages, liens (including mechanic's liens but excluding any lien provided by Sections 4.e. and 6), costs and expenses (including court costs and reasonable attorney, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity ("Claims") arising directly or indirectly out of or relating to (a) any act or omission in connection with the use of any easement or Easement Area granted to Indemnitor under this Declaration; (b) the negligence, willful misconduct, or intentional act of Indemnitor or any of Indemnitor's employees, contractors, agents, tenants, or licensees; (c) the use, transport, storage, release, or disposal of any Hazardous Materials by Indemnitor or any employee, contractor, licensee, tenant, or agent of any Indemnitor, and/or (d) any breach of Indemnitor's obligations under this Declaration. Indemnitor's obligations under

this Section 13 shall not extend to any Claims to the extent such Claims arise from the negligence, willful misconduct, or intentional act of any Indemnitee.

14. INSURANCE.

a. General Insurance Requirements. Throughout the Term of this Declaration, each Owner shall procure and maintain in full force and effect commercial general liability insurance and property damage insurance against claims for personal injury, death and property damage occurring upon its Parcel, with combined single limit coverage of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate, including umbrella coverage, if any, and naming the other Owner(s) (provided the Owner obtaining such insurance has been supplied with the name of such Owner(s) in the event of a change therein) as an additional insured. The amount of a deductible under any insurance required under this Article shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). The insurance is to insure against potential liability for losses or damages typically covered by a liability insurance policy that might occur on or to the Parcel subject to such insurance, including without limitation, the easement areas located thereon. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by an Owner which may cover other property in addition to the property described in this Declaration. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the other Owner(s), that the insurance is primary and noncontributory, and that an act or omission by the insured Owner or any additional insured does not void or reduce coverage afforded the insured Owner or any additional insured. All policies of insurance required to be carried under this Declaration shall be written by companies rated A-VII or better in Best's Key Rating Guide. Each Owner shall pay the cost of the insurance required to be maintained under this Article 8 as to each Owner's Parcel.

b. Fire Insurance. Each Owner shall procure and maintain, or shall cause to be procured and maintained, fire and extended coverage insurance. The amount of coverage shall be equal to at least one hundred (100%) percent of the full replacement cost of all included buildings and other improvements.

c. Coverage of Whole Real Property. If any insurance coverage required in this Article can only be obtained for the whole Real Property, each Owner thereof shall pay that portion of the cost of such insurance coverage in accordance with and in proportion to the square footage of each Owner's respective Parcel.

d. Waiver of Subrogation. Each Owner, in the event of loss due to any of the perils for which it each has agreed to provide insurance, shall look solely to its insurance for recovery. Each Owner hereby grants to each other Owner (including their officers, directors, shareholders, members, partners, trustees, beneficiaries, agents, servants and employees), on behalf of its insurer, a waiver of any right of subrogation that any insurer of one Owner may acquire against any other Owner by virtue of payment of any loss under the insurance. Each insurance policy shall contain this express waiver endorsement.

15. DAMAGE AND DESTRUCTION.

a. Common Areas. Except as otherwise expressly provided in this Declaration, in the event of any damage to or destruction of all or a portion of the Common Areas on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Common Areas to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration).

b. Buildings. In the event any of the Buildings in the Shopping Center are damaged by fire or other casualty (whether insured or not), the Owner upon whose Parcel such Building is located shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a slightly barrier, and within a reasonable time thereafter shall either (i) repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with this Declaration, or (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one (1) of such alternatives. Such Owner shall give written notice to the Approval Parties within ninety (90) days from the date of such casualty of which alternative such Owner elects.

16. CONDEMNATION.

a. Restoration or Termination. This Section applies when a taking by eminent domain (or purchase in lieu of a taking by eminent domain) occurs with respect to either of the following: (1) parking areas located on the Common Area of any Parcel, if the parking areas remaining on any Parcel after the taking violate the then-applicable zoning law as to size, location, layout, or otherwise; or (2) any portion of the Common Area, if the taking results in a closure of ingress and egress from adjacent public streets to the Real Property. Following such a taking, the Owners of the Real Property shall in good faith endeavor to agree, as the case may be, on a plan (1) to bring the remaining parking areas into compliance with the then-applicable zoning law (either through obtaining a variance or exception to the zoning law or by providing additional substitute parking areas); or (2) to provide new ingress and egress routes to and from the Real Property and the adjacent public streets in a way that complies with the then-applicable zoning law and that does not substantially decrease public ingress and egress to and from any building located on any Parcel and does not unduly burden any Parcel. The portion of any award for a taking by eminent domain received by an Owner attributable to a taking of the Common Area on that Owner's Parcel shall be used for any corrective work to the Common Area described above and agreed on by the Owners, regardless of whether the corrective work will or will not be performed on that Owner's Parcel. Any excess cost of corrective work shall be shared by the Owners in proportion to the square footage of the Common Area of their respective Parcel. A decision regarding a specific plan for the corrective work must be approved by all Owners within one hundred and twenty (120) days after definitive written notice of the intended taking is given by the condemning authority.

b. Distribution of Award. This Section applies to any award of damages or compensation made for a taking by eminent domain of any Parcel other than a taking governed by Section 16.a, whether the award is obtained by agreement prior to, or during the time of, any court action, or by judgment, verdict, or order resulting from or entered after any such court action resulting from the taking by eminent domain of the Parcel (or any portion of a Parcel). Any such award shall be distributed to the Owner of such Parcel. For purposes of this Declaration, in the event any Parcel (or portion of a Parcel) is sold in lieu of a taking by eminent domain, the sale shall be considered a taking by eminent domain and the sales price for the Parcel, less selling expenses, shall be considered the award of damages or compensation made for a taking by eminent domain.

17. REMEDIES AND ENFORCEMENT.

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner or any tenant of any Owner affected by such breach shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. Notice as Prerequisite to Breach. Except as otherwise provided in this Declaration, an Owner shall not be deemed to be in default under this Declaration until that Owner has been given a written notice ("Default Notice"), prepared by any other Owner or Owners that describes the act or omission constituting the default, and (1) the Owner fails to cure the default within thirty (30) days after the date of the notice of default (the "Cure Period"), or (2) in the case of a default that is not capable of being cured within the Cure Period, the Owner fails to commence the cure within the Cure Period and to diligently pursue it to completion within a reasonable time thereafter.

c. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach within the Cure Period, any Owner or any tenant of any Owner affected by such breach shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the maximum legal rate then prevailing, and all court costs and expenses, including attorneys' fees. Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights granted herein, or (iii) the unauthorized parking of vehicles on a Parcel, an Owner or any tenant of any Owner affected thereby may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest at the maximum legal rate then prevailing.

d. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses, including reasonable attorneys' fees, awarded to any Owner or any tenant of any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the public records of Riverside County,

California; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the public records of Riverside County, California, prior to the date of recordation of said notice of lien, (iii) all leases entered into, whether or not recorded, prior to the date of the recordation of said notice of lien, and (iv) all sums unpaid on a first mortgage or first deed of trust including all unpaid obligatory sums as may be provided by such encumbrance. All liens, other than any first mortgage lien encumbering the Parcels (whenever recorded), recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of the Assessment Lien for which a notice of lien was recorded, the Owner recording same shall record an appropriate release of such notice of lien and Assessment Lien.

e. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. The pursuit of any available remedy shall not constitute a waiver or election of remedies with respect to all other available remedies.

f. No Termination For Breach. Notwithstanding anything in this Declaration to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

g. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Articles 3 and/or 6 of this Declaration, such violation or threat thereof shall cause the Owner and/or Permittees who are the beneficiaries of such covenant, condition or obligation (the "Non-Defaulting Parties") to suffer irreparable harm and such Non-Defaulting Parties shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Articles 3 and/or 6 of this Declaration, the Non-Defaulting Parties, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Articles 3 and/or 6 of this Declaration.

h. Force Majeure. Any Owner or Permittee shall be excused from a delay in any performance required of the Owner or Permittee under this Declaration caused by any of the following: the act of any public enemy; war; war defense condition; act of God; the elements; strike; walkout; or other causes beyond the Owner or Permittee's reasonable control. However, each Owner or Permittee shall use reasonable diligence to avoid any such delay and to resume its performance required under this Declaration as promptly as possible after the delay.

18. DURATION OF DECLARATION. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the public records of Riverside County, California and shall remain in full force and effect thereafter in perpetuity (the "Term"), unless this Declaration is modified, amended, canceled or terminated by the written consent of all then-record Owners of the Parcels; provided, however, that this Declaration shall have a minimum term of sixty (60) years and may

not be canceled or terminated during such time period without the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest (but the foregoing minimum term shall not in any way restrict amendments to this Declaration in accordance with its terms).

19. ESTOPPEL CERTIFICATE: Each Owner agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Owner or Declarant, it will issue within thirty (30) days after receipt of such request to such Owner, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

(A) Whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof in reasonable detail.

(B) Whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.

(C) Whether this Declaration is in full force and effect.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to CAM Costs for any year it is entitled to do so, or to challenge acts committed by other Owners for which approval by other Owners was required but not sought or obtained.

20. MISCELLANEOUS:

a. This Declaration is made subject to any and all encumbrances, reservations, conditions, covenants, easements, servitudes and restrictions now of record, and all laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Parcels.

b. Each covenant and undertaking as to the Parcels, and the easements set forth herein, shall run with the land. From and after the conveyance of all or a portion of a Parcel by the then current Owner, such then current Owner shall be released from all duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations by virtue of becoming the Owner of the Parcel or portion thereof; provided, however, that an Owner transferring title to all or a portion of a Parcel shall not be released from any liabilities, damages or other claims resulting from such Owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance.

c. Nothing contained herein is intended as or shall be deemed to be a release or dedication of the Parcels or any part thereof to the use, possession, enjoyment, or ownership of or by the general public, the City of Murrieta, the County of Riverside, the State of California, or any other public authority or agency. No right, remedy, or claim shall accrue hereunder or by reason hereof in any persons other than the Owners and various Permittees. Except as otherwise provided herein, the easement rights granted herein are nonexclusive, and the Owners and their successors and assigns shall have the right from time to time to grant further easements in, over, across, through, and under their respective Parcels for any lawful purpose, provided that such further easements and the holder of such easements does not unreasonably interfere with the rights herein granted.

d. The provisions of this Declaration may be enforced by (i) the Owners and their respective successors and assigns, as Owners of the Parcels which are benefited and encumbered hereby, (ii) any tenant (to the extent such tenant's use and occupancy of its premises is impacted), and (iii) any successor to Declarant's and Maintenance Operator's rights hereunder, including any mortgagee to whom Declarant collaterally assigns such rights and succeeds to such rights; and may be modified from time to time or terminated by the written agreement of the Owners and their respective successors and assigns, as provided herein, provided any provision which benefits a tenant shall not be modified or terminated without the consent of the tenant whom such provision benefits, which consent shall not to be unreasonably withheld, conditioned or delayed. A tenant's refusal to consent to a modification or termination shall be deemed reasonably withheld if such modification or termination materially adversely affects such tenant's use of or access to its Parcel. Any consents or approvals required hereunder must be in writing.

e. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

f. In the event legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other person with an interest in a Parcel, the prevailing party in such action shall be entitled to receive, and shall receive from the defaulting Owner, its reasonable attorney's fees and costs.

g. Subject to the rights of a Mortgagee set forth in Section 11 of this Declaration, this Declaration may be amended by the Approval Parties executing a written document identifying this Declaration and setting forth each such amendment in writing; provided,

(i) any amendment which changes (1) the use or location of a Common Area or which changes any rights of, or which has a material adverse effect upon, a tenant's use or occupancy of or operation from its premises, shall require the consent of the Owner whose Parcel is adversely effected thereby, or (2) any use restriction or exclusive use or other use or restriction for the benefit of a tenant, in either case contained in a lease of any of the Parcels existing on the date of such amendment, shall require the consent of all Owners and tenants for whose benefit such rights and/or restrictions exist and the Declarant, and

(ii) Declarant reserves the right to unilaterally amend Exhibit B to change the Site Plan (until such time as all Parcels are developed), unilaterally amend Exhibit C in order to add Building Area for Parcel 9, to unilaterally amend Exhibit G in order to add specific use restrictions provided that no such specific use restrictions shall limit or interfere with any of the uses permitted by tenants under tenant leases of any of the Parcels in existence as of the date of such unilateral amendment, and to unilaterally amend Exhibit A in order to reflect the legal descriptions for each Parcel resulting from the intended subdivision, which amendments shall not require the approval of any other Owner.

h. Nothing contained in this Declaration and no action by the Owners will be deemed or construed by the Owners or any third person to create a relationship of principal and agent or partnership or joint venture or any association among the Owners.

i. Time is of the essence of this Declaration.

j. This Declaration may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one instrument and shall become effective only upon execution of all the parties.

k. Any notice or demand given or served by one Owner to the other shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, postage prepaid, or by a recognized overnight courier service and addressed to the existing Owner's address for notices with a copy to the Declarant at:

French Valley Marketplace, LLC
c/o Trinity Private Equity Group
925 S. Kimball Avenue, Suite 100
Southlake, Texas 76092
Attn.: Jay Fuquay

Notices and demands shall be deemed effective upon receipt thereof. The address to which notices are to be sent to an Owner may be changed by an Owner upon written notice to the others.

l. In the event any of the provisions or portions thereof of this Declaration are held to be enforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

m. The laws of the State of California shall govern the validity, construction, enforcement and interpretation of this Declaration.

n. In the event of a breach or threatened breach by an Owner of a Parcel and/or its users (collectively, jointly and severally, the "Defaulting Owner") of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Defaulting Owner.

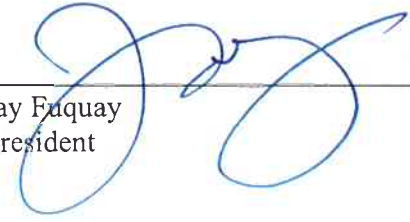
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date set forth hereinabove.

Declarant:

FRENCH VALLEY MARKETPLACE, LLC,
a Delaware Limited Liability Company

By: UDC FVM JV, LLC,
a Delaware limited liability company,
its Manager

By:  _____
Jay Fuquay
President

**CERTIFICATE OF ACKNOWLEDGEMENT
OF NOTARY PUBLIC**

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 } S.S.

On February 10, 2022 before me, Dmika Greco,
Notary Public
(here insert name and title of the officer), personally appeared Jay Fugway

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.

Dmika Greco
Signature



JOINDER, CONSENT AND SUBORDINATION BY LENDER


The undersigned, ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, an Ontario limited partnership ("Lender"), the Beneficiary under that certain Deed of Trust recorded in the public records of Riverside County, California, under Instrument Number 2019-0544171, the assignee under that certain Pledge and Collateral Assignment of Economic Incentives recorded in the public records of Riverside County, California, under Instrument Number 2019-0544172, the assignee under that certain Assignment of Rights under Covenants, Conditions and Restrictions, Permits and Development Documents recorded in the public records of Riverside County, California, under Instrument Number 2019-0544173 and the secured party under that certain financing statement recorded in the public records of Riverside County, California, under Instrument Number 2019-0544174 (collectively, the "Mortgage"), does hereby execute this Joinder, Consent and Subordination by Lender for the purpose of consenting to the terms, conditions and provisions of the foregoing Grant of Easements and Declaration of Covenants and Restrictions (the "Declaration"). Lender's interest in the Mortgage, and the Mortgage itself, is hereby made subject and subordinate to all of the terms, covenants and provisions of the Declaration, including, but not limited to, the easements established thereunder. By its execution hereof, Lender does not make any representations or warranties with respect to any matters set forth in or pertaining to the Declaration.

IN WITNESS WHEREOF, the Lender has executed this Joinder, Consent and Subordination by Lender this 28 day of February, 2022.

LENDER:

ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP,
an Ontario, Canada limited partnership

By: RMLP California GP Inc.
an Ontario corporation, its General Partner

By: 
Print Name: Trevor D. Jackson
Title: Attorney-in-Fact

**CERTIFICATE OF ACKNOWLEDGEMENT
OF NOTARY PUBLIC**

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 Missouri }
COUNTY OF Jackson } S.S.

On February 28, 2022 before me, Donna J. Martin

(here insert name and title of the officer), personally appeared Trevor A. Jenkins,
Attorney-in-Fact,

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 Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna J. Martin
Signature

DONNA J. MARTIN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug 05, 2023
Commission # 15441459

EXHIBIT A
DEVELOPMENT

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 15, INCLUSIVE, OF PARCEL MAP NO. 37404, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

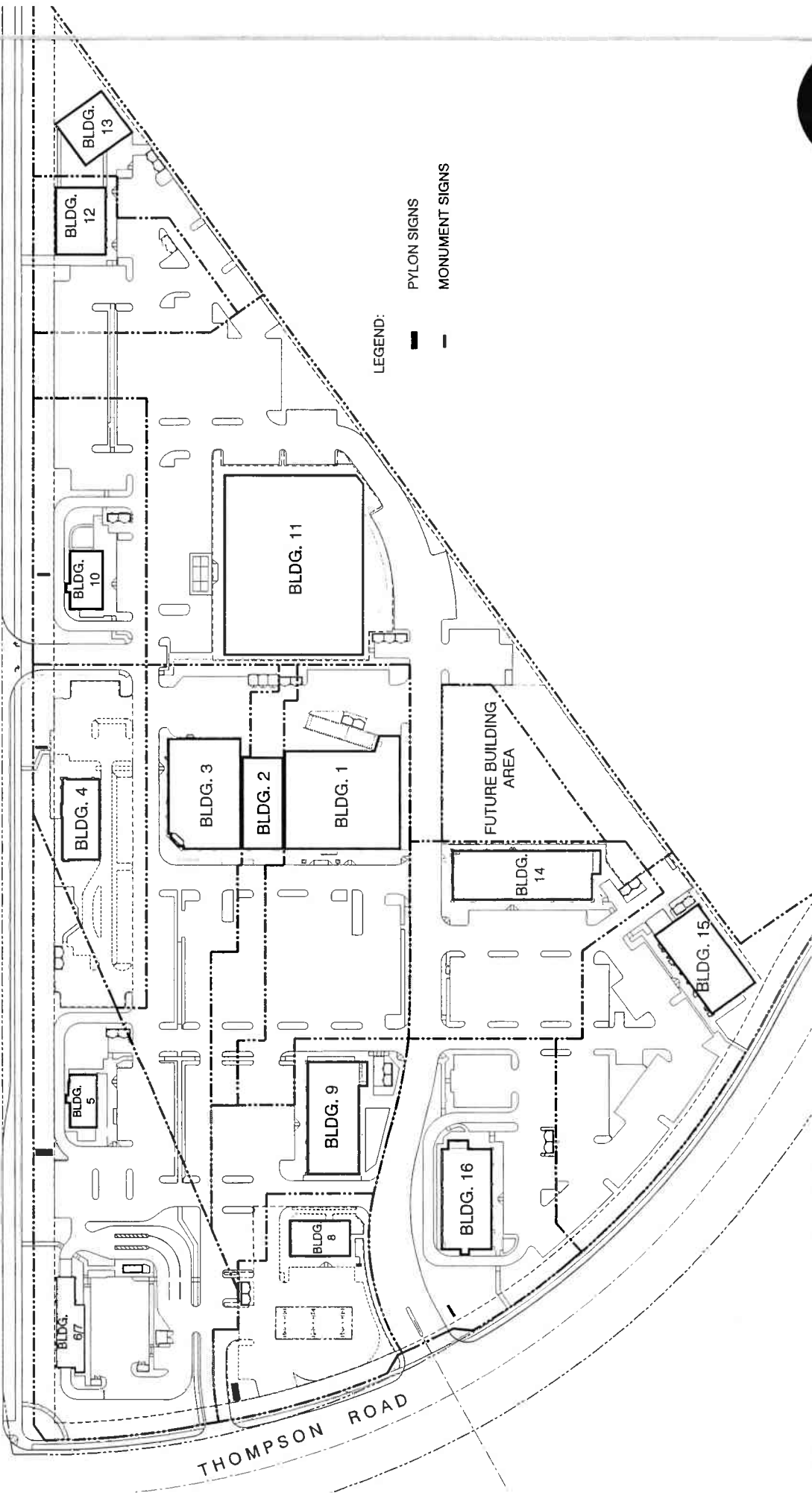
EXHIBIT B

DEVELOPMENT SITE PLAN

[attached hereto]

WINCHESTER ROAD

THOMPSON ROAD



LEGEND:

— PYLON SIGNS

- - MONUMENT SIGNS



megarchitecture.com

CLEVELAND
DENVER
GLENDORA
IRVINE
SAN FRANCISCO

FRENCH VALLEY MARKETPLACE
RIVERSIDE, CA

SITE DEVELOPMENT PLAN



EXHIBIT C

PARCEL LAND AREA AND MAXIMUM BUILDING AREA

Parcel	Parcel Land Area (approximate)		Maximum Building Area
Parcel 1	0.64 acres	(Building 13)	4,200 SF
Parcel 2	0.73 acres	(Building 12)	4,800 SF
Parcel 3	0.94 acres	(Building 10)	3,500 SF
Parcel 4	3.60 acres	(Building 11)	34,000 SF
Parcel 5	0.96 acres	(Building 4)	4,400 SF
Parcel 6	1.35 acres	(Building 3)	11,115 SF
Parcel 7	0.51 acres	(Building 2)	5,184 SF
Parcel 8	1.67 acres	(Building 1)	16,053 SF
Parcel 9		(Retention)	
Parcel 10	2.47 acres	(Buildings 5, 6, 7)	15,310 SF
Parcel 11	0.82 acres	(Building 9)	8,300 SF
Parcel 12	1.26 acres	(Building 14)	9,850 SF
Parcel 13	0.82 acres	(Building 8)	3,065 SF
Parcel 14	1.56 acres	(Building 16)	7,525 SF
Parcel 15	1.68 acres	(Building 15)	7,888 SF
		Total:	135,190 SF

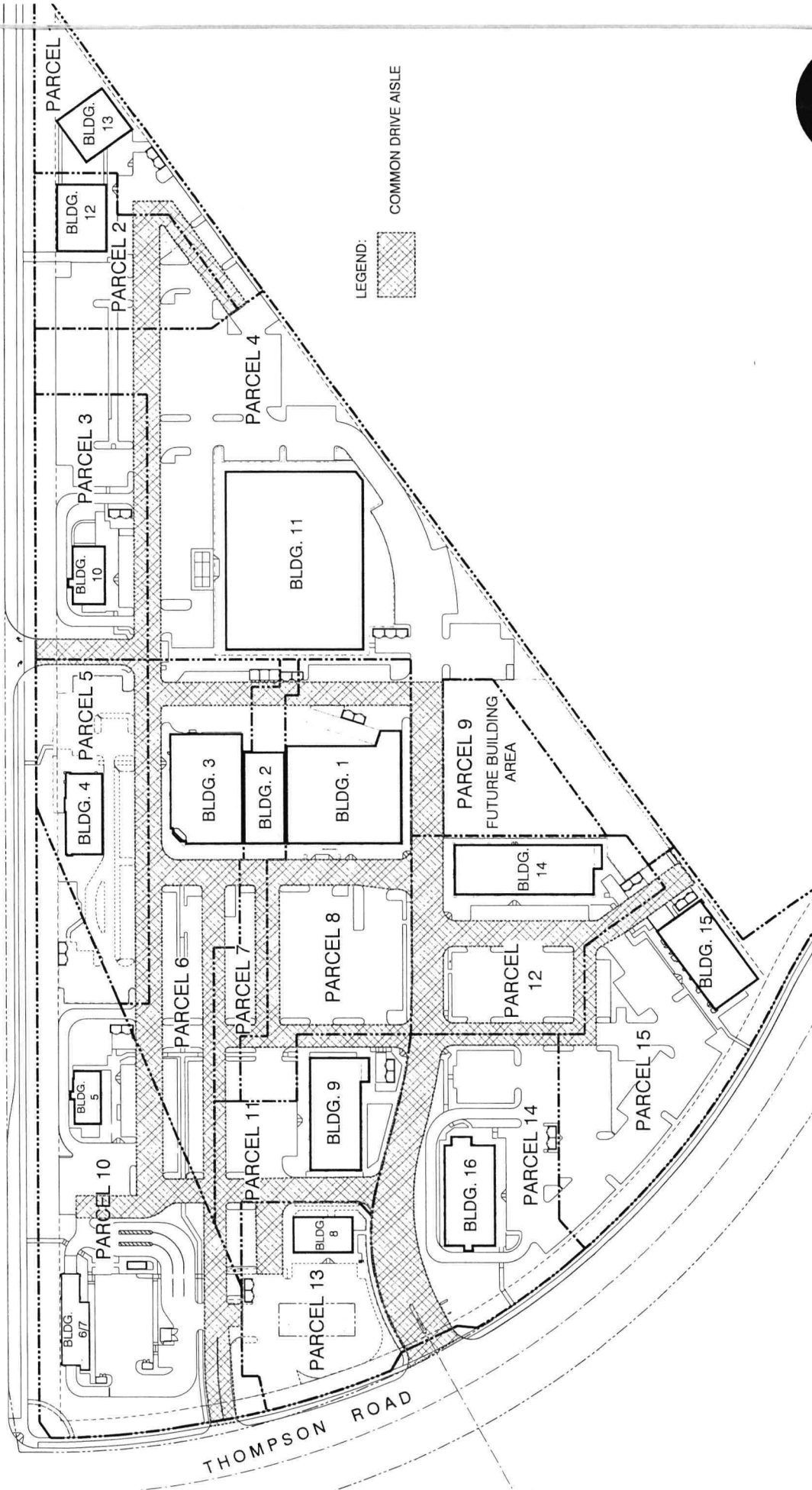
EXHIBIT D

DRIVE AISLES THAT ARE COMMON CORE ELEMENTS

[attached hereto]

WINCHESTER ROAD

THOMPSON ROAD



LEGEND:



COMMON DRIVE AISLE

COMMON DRIVE AISLE EXHIBIT



FRENCH VALLEY MARKETPLACE
RIVERSIDE, CA

CLEVELAND
DENVER
GLENDORA
IRVINE
SAN FRANCISCO



mcgarchitecture.com

EXHIBIT E

PARKING RESTRICTIONS

Capitalized terms not otherwise defined in this Exhibit E have the meaning given to them in the applicable lease.

Grocery Outlet

- Subject to any existing easements, or restrictions, rights or conditions of record, Landlord, upon Tenant's written request, will reserve for Tenant's exclusive parking spaces designated by Tenant and adjacent to the Premises (or otherwise as shown on the Site Plan). Tenant shall have the right to mark said spaces "Reserved Parking Grocery Outlet Only" or "30 Minute Parking Only". Tenant shall have the right, if necessary, to post signs in order to enforce this provision as well as the right to tow vehicles.
- Except to the extent required by law, Landlord shall not permit any fire lane, loading zone or other restrictive parking to be located in the vicinity of Tenant's storefront and entrance to the Premises.

McDonald's

- Landlord agrees that the parking areas on Parcel 2 will contain not less than the ratio of parking spaces to leasable building space allowable per code and that the parking areas, access drives, and other common areas located within 200 feet of Parcel 1 will not be changed or modified without Tenant's prior written approval.
- Landlord will not allow its employees or employees of the other tenants or occupants of Parcel 2 to park on Parcel 1 or within 50 feet of the boundaries of Parcel 1.

7-Eleven

- All parking spaces on the Premises shall be exclusive to Tenant and shall not be included in the Common Area.

Rite-Aid

- Except as required by law, Landlord will make no material permanent change in the improvements within the "Protected Area" shown on Exhibit A-1 which materially and adversely affects access to the Leased Premises or the Center, location of curb cuts and traffic flow (whether vehicular traffic flow or pedestrian traffic flow), or visibility of the Leased Premises and/or of Tenant's signs, or parking on or about the Leased Premises, without Tenant's prior written approval, which approval shall not be unreasonably withheld.

Chipotle

- Landlord shall provide four (4) parking spaces located as close as practical to the front door of the Premises (as marked and shown on **Exhibit B**) dedicated for take-out orders for the exclusive use of Tenant's customers at no additional charge to Tenant, and Tenant shall have the right to post signs designating such use, at its sole cost and expense, on said parking spaces. Tenant shall be solely responsible for enforcing such exclusive parking rights.

EOS

Tenant shall also have certain rights as set forth herein to use the parking area more specifically depicted on attached Exhibit A-1 (the "Tenant Protected Parking Area"). Tenant further acknowledges that Landlord, without prior consent from Tenant, may change the shape, size, location, number and extent of the improvements shown on said site plan and may eliminate or add any improvements to any portion of the Shopping Center, provided that except as may be required by applicable law and any governmental authority. Landlord shall not (a) change the size or location of the Demised Premises or reduce the number of parking spaces within the Tenant Protected Parking Area without Tenant's consent, not to be unreasonably withheld, conditioned or delayed and/or (b) materially adversely impair (i) Tenant's access, ingress, or egress to the Demised Premises or the Tenant Protected Parking Area, or (ii) visibility of the Demised Premises, or reduce the amount of parking available to the Tenant, its employees, members, guests, and invitees below that which may be required by any local municipality in connection with its zoning and parking requirements in order to allow the Tenant to transact its business and engage in those uses set forth in Article 1(g), and further provided that, subject to applicable law and applicable governmental requirements, in no event shall any of the parking located within the Tenant Protected Parking Area be reconfigured or reduced during the Term of this Lease or any renewed term(s) without Tenant's consent, not to be unreasonably withheld, conditioned or delayed, and shall at all times contain no less than four (4) parking spaces per 1,000 square feet of floor area depicted on attached Exhibit A-1 without Tenant's consent, not to be unreasonably withheld, conditioned or delayed. Landlord reserves to itself the right to install, use, maintain and replace equipment, machinery, pipelines, conduits and wiring through the Demised Premises, and certain easements exist which serve other parts of the Shopping Center, provided such installation or use does not materially adversely interfere with the Tenant's use of the Demised Premises or the Tenant Protected Parking Area, or create an unsightly unattractive appearance, fixture, or design.

Landlord shall have the right to do or permit the following: to increase the size of the common area, including the expansion thereof to adjacent property; to reduce the common area provided any such reduction shall not reduce the amount of available parking in accordance with the provisions of Article 2.1; to turn common area into floor area to be occupied by tenants of the Shopping Center; to rearrange the parking spaces and improvements on the common area provided any such reduction shall not reduce the amount of available parking available to the Demised Premises; and to make such changes which are deemed to be desirable and for the best interests of all persons using the common area, all as determined in Landlord's reasonable discretion. Tenant agrees that it and its concessionaires, agents, employees, vendors, suppliers and other independent

contractors will have rights to use such service drives and will operate trucks and trailers in delivering merchandise to and from the Demised Premises upon and over such service drives as are available as a means of ingress to and egress from the Demised Premises. Employees of Tenant shall only park in areas designated for Tenant's employee parking as determined by Landlord.

Parking areas directly in front of Tenant's building shall not contain loading zones, grease traps or trash enclosures. Parking areas directly in front of Tenant's building shall not contain parking stalls reserved for use by other tenants.

EXHIBIT F

SIGNAGE

Capitalized terms not otherwise defined in this Exhibit F have the meaning given to them in the applicable lease.

AutoZone

- Landlord grants Tenant the right to attach its sign panel on the fifth (5th) position from the top on Landlord's multi-tenant pylon sign and any and all multi-tenant monument or pylon signs throughout the Term and all extensions thereto.
- Tenant may paint, erect or authorize the Installation of the maximum amount of building signs from time to time (which Tenant deems necessary) on any building which Tenant may erect upon the Demised Premises.

Grocery Outlet

- Tenant shall have the right, at its sole cost and expense, to install exterior signs on each building elevation, in Tenant's standard style and color and in the maximum size allowed by applicable signage ordinances, as shown on Tenant's signage as shown on Exhibit D-1. Tenant shall have the right, at Tenant's sole cost and expense, to install and maintain a sign in Tenant's standard style and color in the anchor position upon each of Landlord's Shopping Center pylon and/or monument signs now as shown on Exhibit D-2.
- In addition, if in the future Landlord shall erect a new multi-tenant monument or pylon sign for the Shopping Center, then Tenant shall have the right to put its signage on such sign in a location commensurate with the size of the Premises compared to other tenants shown on such signage.

McDonald's

- Landlord grants and conveys to Tenant, throughout the Term, a non-exclusive easement, appurtenant to Parcel 1, for the purposes of installing, repairing, replacing and renewing sign panels on Landlord's shopping center signs (the "**Shopping Center Signs**") located in the area shown on Exhibit SCA1 to this Addendum, and labeled "1 - Primary Pylon Sign", "2 - Secondary Pylon Sign" and "3A- Monument Sign", respectively.
- Landlord agrees that Tenant's sign panel will be in the position shown on Exhibit SCA3 on the Shopping Center Signs, and that area of Tenant's sign panels will be not smaller than as shown on Exhibit SCA3.
- Tenant will have the right of ingress and egress across Parcel 2 for any purpose stated in this Addendum and such ingress and egress will be exercised in a reasonable manner.

7-Eleven

- Tenant shall have (1) a sign panel on the free-standing pylon sign to for the Shopping Center to be located adjacent to the right-of-way of State Highway 79 (Winchester Road); (2) one (1) dual-sided freestanding monument sign on the Premises for Tenant's fuel prices and (iii) to install its building and fascia signage at the Shopping Center.

Rite-Aid

- Subject to Exhibit A and any applicable rules and regulations of the County of Riverside, Tenant shall have the right to, at Tenant's sole cost and expense (including, without limitation, the cost of any sign structures), (i) affix signs as desired by it upon the Building on the Leased Premises, as allowed by governmental authorities and in accordance with any master sign program for the Center, and (ii) change or move the same on the Building at any time to another location on the Building; provided, however, that Tenant shall repair any and all damage to the Leased Premises and improvements caused by the installation or removal of such signs. In addition, in accordance with applicable code(s) and any master sign program for the Center approved by the County of Riverside, Tenant may be included on any directional signage in the landscaped areas of the Common Area. Tenant shall be entitled to place its sign panel on each of the two pylon signs to be constructed by Landlord for the Center as part of Landlord's Work. Each such panel shall be in the third (3rd) position on each pylon sign as shown on the Sign Program attached hereto as Exhibit O. Landlord shall not be privileged to affix any signs to any part of the Leased Premises during the Term of this Lease or any extension thereof. Tenant shall be entitled to retain all sign panels and designators which are located on any pole, pylon or monument signage on the Land. Tenant shall maintain its signs in good condition at Tenant's sole cost and expense, including repairing and/or replacing them as appropriate. On expiration or earlier termination of this Lease, Tenant shall remove its signage and repair any damage caused thereby.

Chipotle

- Upon Landlord's written approval, such approval not to be unreasonably withheld, conditioned, or delayed, Tenant may install standard "Chipotle" exterior signage at the Premises, subject to Tenant's receipt of approval from the relevant governmental authorities and the OEA (as defined herein) as applicable. Tenant may install and display any interior and window signage and advertising materials as Tenant deems appropriate, subject to governmental approval and compliance with the OEA, if applicable. Additionally, any statements to the contrary notwithstanding, no other party shall be allowed to install or maintain signage on the exterior of the Premises.
- Tenant shall be allowed to place appropriate signage reasonably acceptable to Landlord on the entrances to the Premises advertising Tenant's hours of operation and other information and shall be allowed to install tasteful "Coming Soon," "Now Hiring" and "Now Open";

provided, however, that such signs shall be removed within thirty (30) days after Tenant opens for business in the Premises.

- Tenant shall also be allowed to display its logo and other information on any monument or pylon signs serving the Center, with Tenant's panels to be of a size and in a location acceptable to Tenant, as shown on **Exhibit C-1**. Landlord shall maintain any monument or pylon sign structure that is utilized by more than one tenant in the Center and include the same, in Common Area Charges and Tenant shall be responsible for the fabrication, installation and maintenance of its sign panel on such sign.

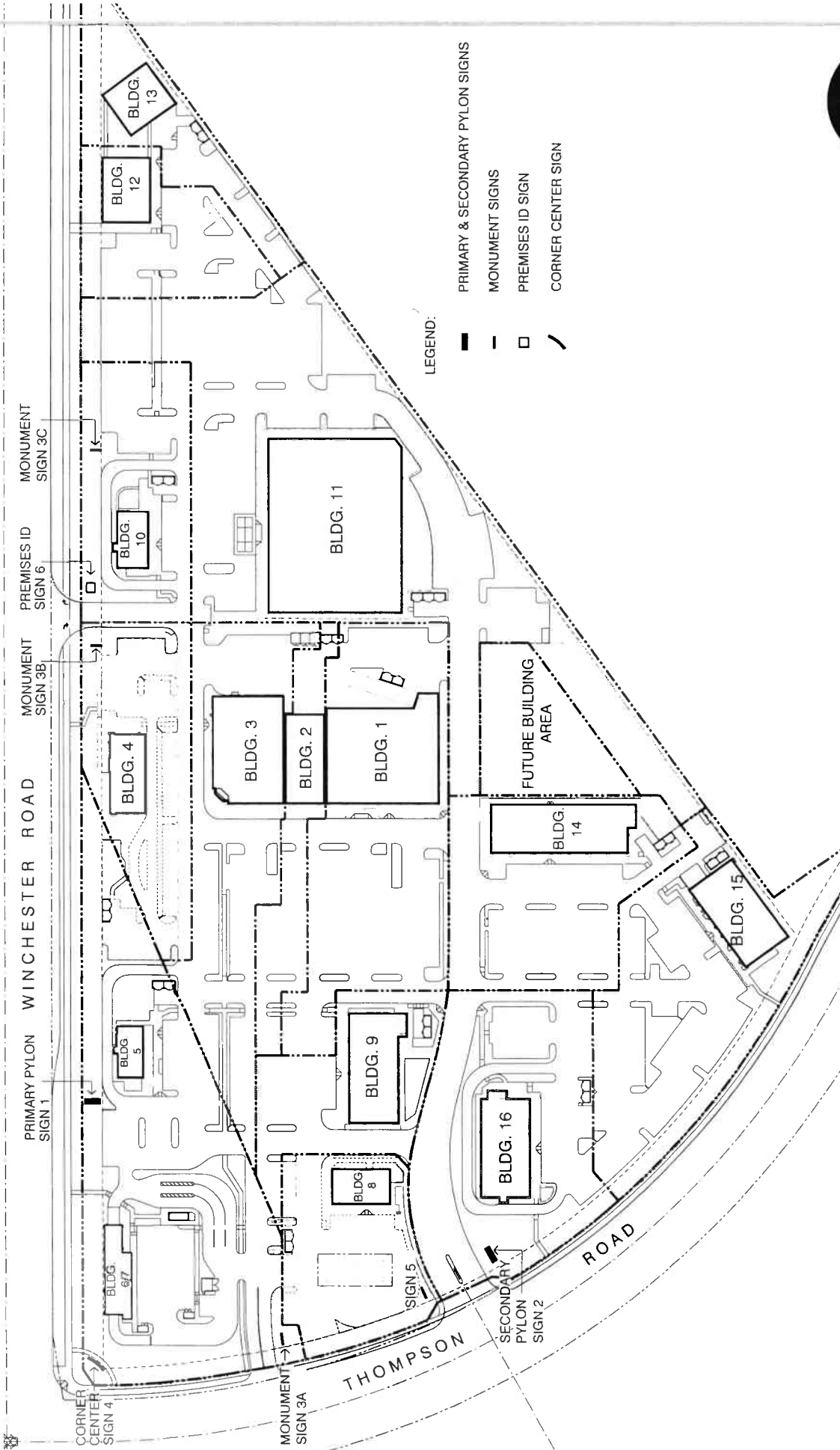
EOS

- Tenant shall receive the position as shown as Exhibit C-5 on permanent main project pylon sign and permanent secondary project pylon sign. If pylon signs are not permitted by the jurisdiction with authority over the project, Tenant shall receive the position as shown on Exhibit C-5 on all monument signs. All Shopping Center signs shall be located so as not to block the view of Tenant's building signage.
- Tenant shall provide and install Tenant's sign faces, on both sides of Landlord's pylon structure as set forth Exhibit C-5 located or to be constructed at the location(s) depicted in Exhibit C-5 or such other location as Tenant approves. During the Lease Term of this Lease and any renewal terms, Landlord shall light such pylon or monument signage at least one hour before sunrise and one hour before dusk and shall keep and maintain said pylon or monument structure in open sight, unobscured by any building or landscaping on property owned by Landlord (except as depicted on Exhibit A) and in good condition and repair, the cost and expense of which maintenance and utilities shall be part of the Common Area Expenses.
- The size, location and design of Tenant's face panels on Landlord's pylon or monument structures, are subject to Tenant's reasonable approval to the extent they differ from what is shown on Exhibit C-5.

Parcel 7

- The perpetual use of one (1) sign panel, in the lower right corners, on both sides of each of the two monument signs for the Shopping Center identified as "Monument Sign 3A" and "Monument Sign 3C" of Exhibit F-1 of the Declaration.

EXHIBIT F-1
SIGN LOCATIONS
[attached hereto]



LEGEND:

- PRIMARY & SECONDARY PYLON SIGNS
- MONUMENT SIGNS
- PREMISES ID SIGN
- / CORNER CENTER SIGN

Signage Location Plan



FRENCH VALLEY MARKETPLACE
RIVERSIDE, CA

CLEVELAND
DENVER
GLENDORA
IRVINE
SAN FRANCISCO



megarchitecture.com

EXHIBIT G

SPECIFIC USE RESTRICTIONS

Capitalized terms not otherwise defined in this Exhibit G have the meaning given to them in the applicable lease, and references to Exhibits in this Exhibit G shall refer to the exhibits in the applicable lease..

AutoZone

- In order to induce Tenant to enter into this Ground Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporation and any partner or other party affiliated with it (with "affiliated" meaning an entity that controls, is controlled by, or is under common control with Landlord), if any, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of the Shopping Center, save and except for the Demised Premises (the Demised Premises being expressly excluded from the provisions of this Section 28), or the grocery store tenant, as an auto parts store or for the sale of any automobile parts, supplies and/or accessories or any other business which otherwise competes with Tenant as long as this Ground Lease is in effect "Restriction").
- Further, this Restriction shall not apply to any business whose principal business is a drugstore and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store, convenience store, or any other seller of a broad mix of general merchandise which sells auto (or similar) parts as an incidental part of its general merchandise business; provided that no business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises Installation.

Grocery Outlet

- Landlord covenants and agrees that during the term of this Lease, Tenant shall have the exclusive right ("Tenant's Exclusive Right") to sell grocery items and beer and wine for off premises consumption in the Shopping Center. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, sub-tenant, assignee or user that would violate Tenant's Exclusive Right. Tenant's Exclusive Right shall not be applicable to (i) tenants utilizing five hundred (500) square feet or less of floor area (which shall be measured to include all display areas and one-half (½) of the adjacent aisle space), (ii) restaurants, (iii) drug stores with a licensed pharmacist, (iv) any lease existing as of the date hereof (as the same may be extended, renewed, or replaced, whether or not pursuant to their existing leases, or as the same may be expanded pursuant to the terms of their existing leases), and (v) a "Convenience Store." A "Convenience Store" is herein defined as a self-contained area or building primarily devoted to the sale of any or all of the following items: food, beverages, grocery items, petroleum, tobacco and/or carwashes, as they may be operated from time to time. By way of example only, stores

such as "7-Eleven" and "Circle K" are considered to be "Convenience Stores" under the foregoing definition.

- Tenant shall have the exclusive right to use the sidewalks adjacent to the Premises for the display and sale of items from Tenant's store.
- No part of the Shopping Center shall be used for the following purposes (collectively, the "Prohibited Uses"): (a) auditorium, meeting hall, school, church, funeral home or other place of public assembly or educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers, and excluding after school educational programs, such as, without limitation, Kumon and Sylvan Learning Center); (b) telemarketing or call center; (c) dance hall; (d) gambling, bingo or similar games of chance; (e) as a massage parlor (except for a first class massage parlor such as Massage Envy or in connection with the operation of a spa, chiropractor's or doctor's office); (f) video game arcade, pool hall or billiard parlor; (g) bowling alley or skating rink; (h) car wash, car repair or car rental agency (except for a car wash associated with a fuel station and/or a Convenience Store and/or any car wash located in Phase II of the Shopping Center); (i) strip club or night club; (j) cocktail lounge, bar or any other establishment that sells alcoholic beverages for on-premises consumption (however, this shall not prohibit any such business operated in connection with a restaurant provided the revenue derived from the sale of alcoholic beverages does not exceed 40% of the gross revenues of such business); (k) restaurant within hundred (100) feet of the Premises as measured from door to door (except for Building 3 identified on the Site Plan); (l) marijuana or vapor/cigarette dispensaries or stores (cigarettes sold in a grocery or drug store or Convenience Store would be permitted but no store selling primarily cigarettes or vapor products); (m) adult book store, adult theatre, adult amusement facility or any facility selling or displaying pornographic materials or having such displays; (n) auction houses or flea markets; (o) a dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location) or any industrial use or use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks (however, this shall not prohibit the use, storage, disposal or handling of reasonable quantities of hazardous materials customarily used in connection with a permitted business in compliance with applicable laws); (p) any use which constitutes a public or private nuisance or which causes loud noises or noxious or offensive smoke or odors (including any business using exterior loud speakers); or (q) any other use inconsistent with the operation of a retail shopping center as the Shopping Center is currently operated as of the Commencement Date.
- The fifth amendment to the Grocery Outlet lease provides that notwithstanding the foregoing, a car wash shall be a permitted use on Parcel 10 as depicted on the Site Plan and is not prohibited by the terms of the Grocery Outlet lease.

McDonald's

- No property (other than the Leased Space) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, its members, shareholders, or partners (or, if Landlord is a corporation, any subsidiary or parent of Landlord), located within the Shopping Center

(whether or not such other property is subsequently voluntarily conveyed by landlord) will, during the Term, be leased, used or occupied for food service purposes selling hamburgers as a primary menu item. As used in this Article, the term "food service purposes" includes any business establishment that offers either or both of food and drinks, including, without limitation, a kiosk, stand, booth, or area located inside another business facility, provided such business establishment offers drive-thru service. For purposes of this Lease, a business will be considered to serve hamburgers as a "primary menu item" if the total number of hamburgers listed on the menu of such business exceeds the total number of the sandwiches listed on the menu that are not hamburgers.

- In addition, and not by way of example, the products of the following businesses operating under the listed trade names, or operating under any successor trade names, will not be sold within the areas, and for the time period specified in this Article, whether such products are sold in connection with the operation of (a) a stand-alone restaurant, (b) a food or drink service facility, or (c) a kiosk, stand, booth, or area located inside another business facility:
 - In-n-Out Burgers
 - Carl's Jr.
 - A&W
 - Jack-In-the-Box
 - Farmer Boys
 - Sonic
 - Rally's
 - Burger King
 - Wendy's

- Landlord further covenants and agrees that, if, during the Term, Landlord owns or controls any land other than the Leased Space, which land is adjacent or contiguous to the Leased Space, or which constitutes a parcel or parcels out of which the Leased Space is a part, any building(s) or other improvements constructed upon such other land, excluding Building 6 as shown on the Site Plan, must be set back as shown on the Site Plan, provided, however, that this restriction will not apply with regard to existing Improvements on land owned or controlled by Landlord as of the Lease Commencement Date, or with regard to any improvements existing on land which subsequently comes under Landlord's ownership or control on the date that Landlord acquires such ownership or control.

Rite Aid

- Landlord and its affiliates or subsidiaries (in which Landlord has a controlling interest) represent that they have not and, unless and until Tenant has "ceased operations" on the Leased Premises, shall not, either directly or indirectly, during the Term of this Lease, lease to or otherwise authorize or permit the operation of any other pharmacy or any business which employs or is required to employ a registered or licensed pharmacist, nor for the conduct of any store, business, trade or profession which is called, labeled, named or is commonly known or referred to as a "drug store", "pharmacy" or "apothecary" ("Tenant's Exclusive Right") within the Center or within two (2) miles of the Leased Premises (the

"Exclusive Area"). Landlord represents that it has not granted any of such rights with respect to any portion of the Exclusive Area.

- Tenant shall have the exclusive right to use the sidewalk (also shown on Exhibit "A"), at Tenant's sole risk, in front of Tenant's store building (provided that Tenant does not unreasonably interfere with pedestrian use of and access to such sidewalk) for the sale of merchandise and services (including but not limited to display racks, vending machines and pay telephones) without waiving any of Landlord's responsibilities hereunder.

7-Eleven

- Landlord agrees that, during the Term and any Extended Term, (i) Landlord shall not enter into any lease, license or occupancy agreement of any part of the Shopping Center with, nor shall Landlord consent to any assignment or sublease of any part of the Shopping Center to any convenience store operator such as, but not limited to, Circle K or AM/PM, and (ii) no occupant of the Shopping Center other than Tenant shall park, place or operate a vehicle or business which provides or offers, for sale or rental, in connection with all or any part of its business operations, any of the following items:

(1) motor fuels or petroleum products; (2) grocery items, including snacks, food and beverages, commonly sold from a convenience store; (3) pre-prepared sandwiches, burritos, salads, fruits and foods, donuts and pastry items, roller grill items (such as hot dogs and taquitos), for consumption on or off premises; (4) pizza (whole and by the slice) for consumption on or off premises; (5) hot beverages by the cup, including coffee or hot chocolate, except that such products may be sold by a Permitted Restaurant; (6) cigarettes, tobacco products and devices which simulate tobacco or other smoking, such as, for example, electronic cigarettes and vaporizers, unless vended by machine; (7) beer and wine for off premise consumption; (8) frozen or semi-frozen carbonated beverages; and (9) candy, unless sold from a candy store or gift boxed or sold in bulk.

- The provisions of this Article 42 shall not apply to (i) foods and beverages that are typically sold in a fast food restaurant, (ii) "Permitted Restaurants" (as defined below), (iii) nationally or regionally recognized grocery stores having more than 5,000 rentable square feet under one roof, (iv) nationally or regionally recognized drug stores such as Rite Aid, Walgreens or CVS, (v) other tenants of the Shopping Center occupying 5,000 square feet or more of rentable square feet under one roof: and (v) the following tenants that have been specifically approved by Tenant: Starbucks or Coffee Bean and Tea Leaf (in any location in the Shopping Center), AutoZone (in any location in the Shopping Center), Dunkin Donuts (but only if located in any of Building 4, Building 5, or Building 10 as shown on the Shopping Center Site Plan (each, a "Permitted DD Building")), and Little Caesar's Pizza (but only if located in any of Building 4, Building 5, Building 10 or Building 16 as shown on the Shopping Center Site Plan). The term "Permitted Restaurant" as used in this Article shall mean a sit down restaurant with menus and indoor seating, so long as any such restaurant is not a Coffee Shop or a Donut Shop (as hereinafter defined). For purposes of the foregoing: (A) a "Coffee Shop" shall be deemed to mean any specialty coffee shop or any business operation other than Starbucks Coffee whose primary or significant trade is the retail sale of coffee or coffee-related food and beverages, including,

but not limited to a Peets, Caribou Coffee, Gloria Jeans, and other regional or "mom and pop" coffee shops or businesses, and (B) a "Donut Shop" shall be deemed to mean any specialty donut shop or business operation whose primary or significant trade is the retail sale of bagels, doughnuts, muffins, and/or related baked goods (which definition shall include Dunkin Donuts if such tenant is not located in a Permitted DD Building) including, but not limited to a Krispy Kreme, House of Donuts, Honey Dew Donuts and other regional or "mom and pop" donut shops or businesses.

- Landlord agrees to protect Tenant's and Tenant's franchisees at the Premises exclusive right to sell or rent the above listed items in any future sale or lease of all or any portion of the Shopping Center. Landlord shall not enter into any lease for occupancy of the Shopping Center that permits the sale or rental of the above listed items, and shall promptly, at its expense, take all appropriate legal action to stop any sales or rentals in violation of Tenant's exclusive rights.

Chipotle

- So long as Tenant is open and operating as a "Chipotle" restaurant (closures due to remodeling, casualty or condemnation or other causes beyond the reasonable control of Tenant excepted) and is not in default of this Lease past any applicable notice and cure period, then for the Term of this Lease, Tenant shall have the exclusive right to sell burritos, Mexican-style wraps, fajitas and tacos at the Center (the "Exclusive Use") and neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Center to engage in the Exclusive Use. Notwithstanding the foregoing, the Exclusive Use shall not apply to (w) incidental sales of burritos, Mexican-style wraps, fajitas and tacos by a supermarket or grocery store (i.e., no more than ten percent (10%) of the gross sales of such supermarket or grocery include such items; however such 10% limitation shall not apply to the sale of the ingredients in those items [ex. chips, salsa, cheese, etc.]), (x) incidental sales of burritos, Mexican-style wraps, fajitas and tacos (i.e., no more than five percent (5%) of the gross sales of such operator include such items), (y) the tenant operating under the name El Pollo Loco, and its related successors and assigns, or (z) any leases in existence prior to the Effective Date, provided, however, that in the event any leases in existence as of the Effective Date, and any amendments, extensions and renewals thereof, do not allow the tenant to sell items specified in the Exclusive Use or require Landlord's consent to a change in use, Landlord shall not consent to a change in such tenant's use which would allow such tenant to begin selling items specified in the Exclusive Use.

EOS

- **EXCLUSIVITY:** Provided Tenant is not in default of this Lease beyond applicable notice and cure periods, Landlord will not enter into any new lease with a tenant that operates or plans to operate a business in the Shopping Center of more than 3,000 square feet that is a health club (including but not limited to yoga, pilates, barre, spin, circuit training and personal training) or a user of more than 3,000 square feet whose primary business consists

of vitamins, nutritional supplements, energy drinks and nutrition bars. The term “primary business” means twenty-five percent (25%) or more of total gross sales as so measured by sales volume in dollars.

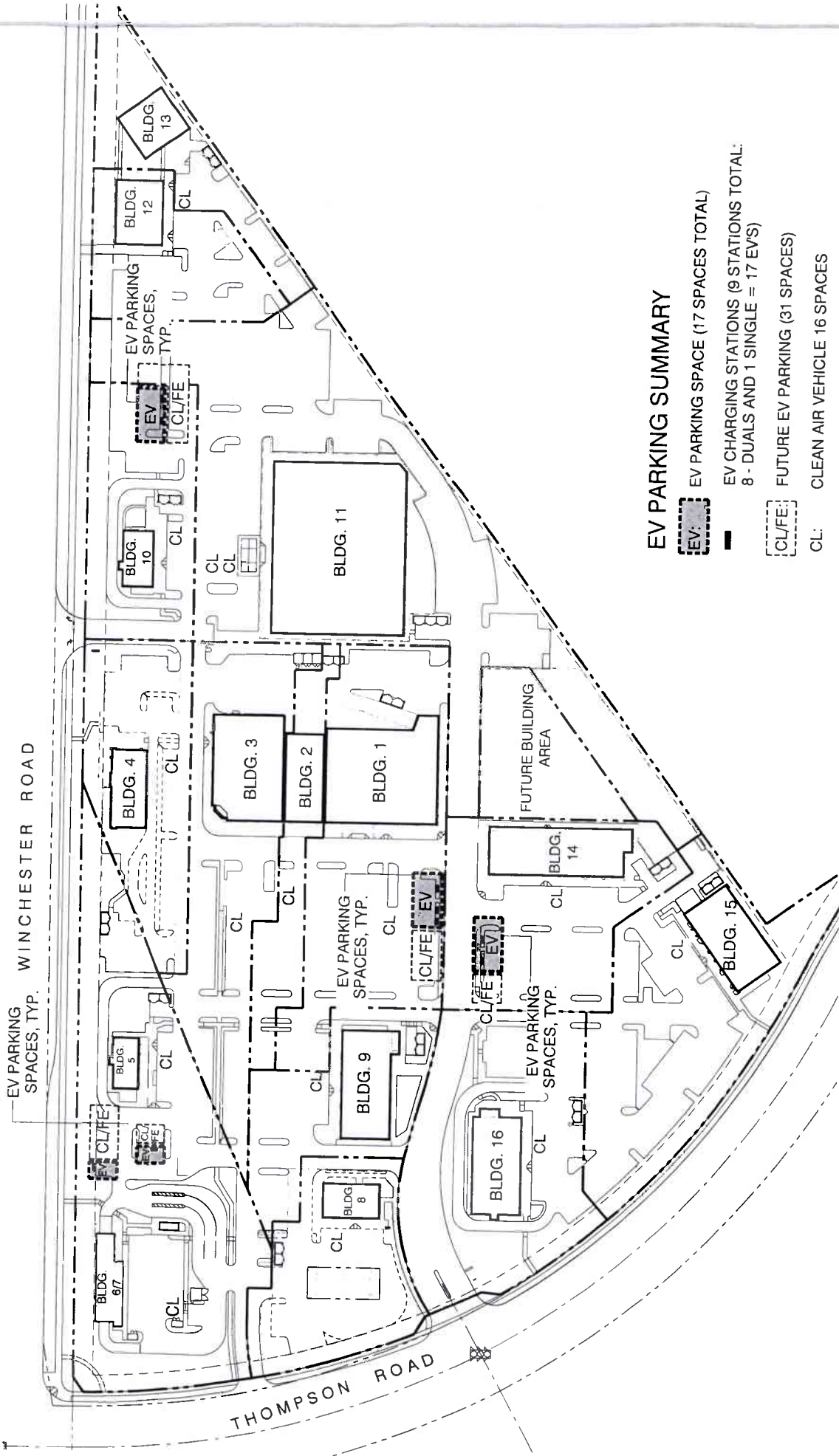
Parcel 7

- For so long as Parcel 7 is being used for the operation of a dental office (subject to closures due to damage or destruction, other force majeure events, repairs, remodeling and other temporary closures), no portion of the Shopping Center other than Parcel 7 shall be used for the purpose of a general, pediatric and/or orthodontics dental office or for the practice of dentistry, including, but not limited to, oral surgery, orthodontics, endodontics, cosmetic dentistry, pediatric dentistry, periodontics, and any other related dental services.





EXHIBIT H

LOCATION OF EV STATIONS

[attached hereto]



EV PARKING SUMMARY

-  EV PARKING SPACE (17 SPACES TOTAL)
-  EV CHARGING STATIONS (9 STATIONS TOTAL:
8 - DUALS AND 1 SINGLE = 17 EVS)
-  FUTURE EV PARKING (31 SPACES)
-  CL: CLEAN AIR VEHICLE 16 SPACES

EV PARKING EXHIBIT



FRENCH VALLEY MARKETPLACE
RIVERSIDE, CA

CLEVELAND
DENVER
GLENDORA
IRVINE
SAN FRANCISCO



mcgarchitectural.com

DATED 2/28, 2022

JAY FUQUAY, PRESIDENT
TRUSTEE

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

PER DEED OF TRUST RECORDED 12/31/2019

AS INST. NO. 14-0544141

OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

DATED March 1, 2022

BY: [Signature]

NAME: Melissa Coleman

TITLE: V.P.

NOTARY ACKNOWLEDGMENT

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 THE DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON March 1, 2022, BEFORE ME, C. Vega, A NOTARY PUBLIC, PERSONALLY APPEARED Melissa Coleman WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

MY PRINCIPAL PLACE OF BUSINESS IS
IN Orange COUNTY

MY COMMISSION NUMBER 2279446
EXPIRES 02/04/2025

SIGNATURE [Signature]

PRINT NAME C. Vega

NOTARY ACKNOWLEDGMENT

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 THE DOCUMENT.

STATE OF CALIFORNIA STATE OF TEXAS
COUNTY OF RIVERSIDE COUNTY OF TARRANT
ON February 28, 2022, BEFORE ME, Nancy Thomas, A NOTARY PUBLIC, PERSONALLY APPEARED Jay Fuquay WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT.

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 175,600.00. This certification excludes any supplemental tax assessments not yet returned.

DATED March 7, 2022

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$15,000 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. This certification excludes any supplemental tax assessments not yet returned.

DATED March 7, 2022

CASDOR SURETY BOND

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG THOMPSON ROAD.

DATED 03/29, 2022

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: [Signature]
CHAIR OF BOARD OF SUPERVISORS

BY: [Signature] DEPUTY

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILLIAM MCGUIRE IN JULY 2019.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED 2/24, 2022



IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
PARCEL MAP NO. 37404

BEING A SUBDIVISION OF PARCEL A OF PARCEL MERGER NO. 190017, RECORDED FEBRUARY 4, 2020 AS INSTRUMENT NO. 2020-0052861, AND GRANT DEED RECORDED MARCH 13, 2020 AS INSTRUMENT NUMBER 2020-0118216, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S. B. B. M. AND SECTION 5, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S. B. B. M.

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE STORM DRAIN EASEMENT", "LYING WITHIN PARCELS 1, 2, 12, 14 AND 15, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL PARCEL OWNERS WITHIN THIS PARCEL MAP


WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE RECIPROCAL EASEMENT FOR INGRESS, EGRESS, PARKING AND UTILITIES" LYING OVER ALL OF PARCELS 1 THROUGH 15 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL PARCEL OWNERS WITHIN THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG THOMPSON ROAD. THE OWNERS OF PARCELS 10, 13, 14 AND 15, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING TWO ACCESS OPENINGS AS FOLLOWS: ONE (THIRTY FOOT) ACCESS OPENING FOR PARCELS 10 AND 13, AND ONE (EIGHTY FOOT) ACCESS OPENING FOR PARCELS 13 AND 14, AS SHOWN HEREON, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "WATER QUALITY BASIN" LYING WITHIN PARCELS 1, 2, 3, 4, 5, 10, 13, 14 AND 15 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND ALL PARCEL OWNERS WITHIN THIS PARCEL MAP.

OWNER: FRENCH VALLEY MARKETPLACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
 BY: JDC FVM IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGER

DATED 2/28, 2022

JAY FUQUAY, PRESIDENT


TRUSTEE

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

PER DEED OF TRUST RECORDED 12/31/2019

AS INST. NO. 2019-0544171

OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA
 DATED March 1, 2022

BY: 

LEIA SURVEY CORP.
 FEBRUARY, 2022

PETER AULDANA
 ASSESSOR-COUNTY CLERK-RECOR

BY: _____
 SUBDIVISION GUARANTEE: FIRST

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____
 AT _____ M. IN BOOK _____
 MAPS AT PAGES _____ AT THE
 REQUEST OF THE CLERK OF THE BK
 NO. _____

FEE: _____

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM S DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483; ET SEQ. OF THE GOVERNMENT CC PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMITS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF THE ACTUAL PERMIT.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BU NOT YET ARE ESTIMATED TO BE \$ 175,000.00 This certificate is supplemental tax assessments not yet entered.

DATED March 7, 2022

MATTHEW JENNINGS
 COUNTY TAX COLLECTOR
 BY:  DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$25,000.00 HAS BEEN EXECUTED, WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILE MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.