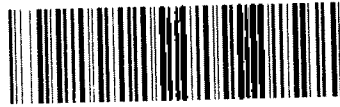


RECORDING REQUESTED BY
City Clerk, RedlandsAND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:**DENNIS DRAEGER**
ASSESSOR - RECORDER - CLERK

P Counter

Doc#: 2012-0520794



Titles:	1	Pages:	7
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

NAME City Clerk
STREET City of Redlands
ADDRESS PO BOX 3005
CITY, STATE & ZIP CODE Redlands CA 92373

FEES NOT REQUIRED PER GOVERNMENT CODE SECTION 6103
CA Street Median Maint APN:0167-541-09
Redlands BC 700 LLC, McShane

SPACE ABOVE FOR RECORDER'S USE ONLY

AGREEMENT

THIS AREA FOR RECORDER'S USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk's Office
City of Redlands
P.O. Box 3005
Redlands, CA 92373

And to:

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
1900 Main Street, 5th Floor
Irvine, California 92614-7321

Attention: Michael Joyce, Esq.

(SPACE ABOVE FOR RECORDER'S USE)

**CALIFORNIA STREET CENTER MEDIAN MAINTENANCE FUNDING AGREEMENT
(AFFECTS APN 0167-541-09)**

This street center median maintenance funding agreement ("Agreement") is made and entered into this 4th day of December, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Redlands BC 700 LLC ("McShane"). City and McShane are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

WHEREAS, McShane is the developer of an industrial warehouse project, subject to City of Redlands CUP No. 984, which is located on certain real property more particularly described in Exhibit "A" attached hereto (the "McShane Parcel"); and

WHEREAS, McShane is funding a portion of the construction and landscaping of the California Street center median (the "Median") in conjunction with a private agreement with Watson Land Company ("Watson"); and

WHEREAS, McShane agreed to maintain the Median, at McShane's expense, for a period of twelve (12) months after the date of completion of the Median by Watson; and

WHEREAS, upon completion of the Median and the one (1) year maintenance period, McShane has offered to pay the City the sum of Two Thousand Four Hundred Sixty One and 59/100 Dollars (\$2,461.59) per year for continued full median maintenance purposes in lieu of McShane entering into the City of Redlands Community Facilities District No. 2004-1;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and McShane agree as follows:

Section 1. In lieu of entering into City of Redlands Community Facilities District No. 2004-1 for the maintenance of the Median (CUP No. 984), McShane shall pay annually to the City the sum of Two Thousand Four Hundred Sixty One and 59/100 Dollars (\$2,461.59) each year commencing on July 5, 2013. Each payment shall be due and paid to the City by the fifth (5th) day of July for which it is made. From and after the Effective Date of this Agreement, City shall be responsible for all further landscape, hardscape and amenity repair associated with the California Street Center Median.

Section 2. The annual sum shall increase over time in accordance with City of Redlands Community Facilities District No. 2004-1. The rate of increase shall be increased by the percentage increase in the Consumer Price Index for Los Angeles-Riverside-Orange County (1982-1984 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater on July 1, 2005 for Fiscal Year 2005-2006 and on each subsequent July 1 for the Fiscal Year then commencing.

Section 3. This Agreement represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, verbal or written agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved and signed by City and McShane.

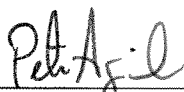
Section 4. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorney's fees, including fees for use of in-house counsel by a Party.

Section 5. This Agreement and the rights, duties, obligations, covenants, benefits and burdens set forth herein shall be covenants running with the land in accordance with California Civil Code Section 1468 and shall be binding upon the Parties, and all future owners or encumbrancers of the McShane Parcel and their respective successors and assigns during their respective period of ownership.

Section 6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and McShane have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Pete Aguilar, Mayor

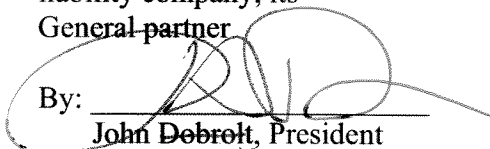
ATTEST:

By: 
Sam Irwin, City Clerk

REDLANDS BC 700, LLC
A Delaware limited liability company

By: McShane/MetLife Master
Limited Partnership,
an Illinois limited partnership,
its sole member

By: McShane Development
Company, LLC
A Delaware limited
liability company, its
General partner

By: 
John Dobrott, President
Dobrott

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on December 4, 2012, before me, Teresa Ballinger, Deputy City Clerk, on behalf of Arthur S. Irwin, City Clerk of the City of Redlands, California, personally appeared Pete Aguilar, Mayor, and Arthur S. Irwin, City Clerk, 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.

ARTHUR S. IRWIN, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Deputy City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves
{ } Corporate Officer(s)
Title(s) _____
Company _____
{ } Partner(s)
Partnership _____
{ } Attorney-In-Fact
Principal(s) _____
{ } Trustee(s)
Trust _____
{ x } Other
Title(s): Mayor and City Clerk
Entity Represented: City of Redlands

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: California Street Center Median Maintenance Funding Agreement

Date of Document: December 4, 2012

Signer(s) Other Than Named Above: Redlands BC 700, LLC by McShane/MetLife Master limited partnership by its sole member McShane Development Company, LLC by: John Dobrott, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

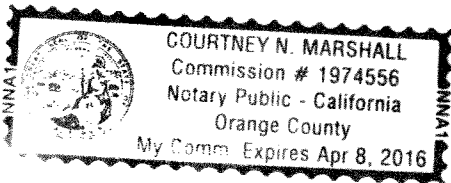
CIVIL CODE § 1189

State of California

County of Orange

On 11/14/12 before me, Courtney Marshall, Notary Public

personally appeared John Dobrott



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: California St Center Median Maintenance Funding Agreement

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A

LEGAL DESCRIPTION 33.53 ACRE PARCEL

That parcel of land described in Exhibit A of Certificate of Compliance Lot Line Merger No. 560, in the City of Redlands, County of San Bernardino, State of California, Recorded February 28, 2012 as Instrument No. 2012-0075846 of Official Records, in the office of the County Recorder of said County.