EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (this "Agreement") is dated as of September 16, 2010, and is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE, a public body, corporate and politic (the "Agency"), the CITY OF SEASIDE, a municipal corporation (the "City") and MONTEREY DOWNS, LLC, a California limited liability company (the "Developer"). The Agency and each of the entities comprising the Developer are sometimes individually referred to as a "Party" and are sometimes collectively referred to as the "Parties."

RECITALS

A. On April 28, 2009, the County of Monterey (the "County"), the City, and the Fort Ord Reuse Authority ("FORA") entered into a Memorandum of Understanding (the "MOU") regarding the development of the Central Coast Veterans Cemetery (the "Cemetery") which contemplates the funding of $3.4 million to an "endowment" (the "Cemetery Endowment") to finance the long term operation and maintenance of the Cemetery, which shall be funded by sale of property (the "Endowment Parcel") within the City of Seaside.

B. On May 11, 2010, Developer entered into an Exclusive Negotiating Rights Agreement (the "ENRA") with the Redevelopment Agency of the County of Monterey ("County RDA") for the development of a combination equestrian training facility, mixed use commercial office, retail, hotel, residential, light industrial and non-profit equestrian and recreational facility (the "Overall Project") on land described in the ENRA (the "ENRA Land").

C. A portion of the Overall Project lies within the City and includes the Endowment Parcel (specifically, the part bearing a portion of APN 031-151-048, the Endowment Parcel) and Parcel E18.1.3 (the "Site"). The Developer contemplates the purchase of the Site for the development of an assortment of housing types for a variety of income levels.

D. The Developer acknowledges the intent of the City under the MOU to fund the Cemetery Endowment through the sale of all or part of the Endowment Parcel, and therefore Developer and City desire that such portion of the Endowment parcel be sold first so that the City can obtain funds from the sale and then provide the funding of the Cemetery Endowment contemplated by the MOU.

E. The Developer acknowledges that the City has tentatively chosen a portion of Parcel E18.1.3 for use as its corporation yard (the "Corporation Yard Parcel"); however, the Developer desires the Corporation Yard Parcel to be included within its project and therefore intends to work with the City, County, and Monterey Salinas Transit ("MST") to obtain a different parcel (specifically, Public Benefit Conveyance Parcel No. L.2.4.2) for use as the City's "corporation yard". Additionally, the Developer shall assist with the annexation of Parcel No.L.2.4.2 into the City from the County. If the Developer and City are unable to negotiate a land swap with the County and MST exchanging Parcel No. L.2.4.2 for the Corporation Yard Area, and annex Parcel No. L.2.4.2 to the City, City plans to acquire and retain the initially contemplated Corporate Yard Parcel.

F. The City and Agency contemplate that the Site, which is located in the City of Seaside, California (the "City") that is generally depicted on the "Site Map" attached hereto as Attachment No. 1 (the "Site") and which is currently owned by FORA, will be acquired by the Agency, (or will be acquired by the City which will then convey the Site to the Agency).

G. After considering the proposal of the Developer, the Agency has instructed the Agency's staff to proceed with this Agreement between Agency and Developer to negotiate with each other on an exclusive basis to establish the terms and conditions of a Disposition and Development Agreement (the "DDA") that would result in the Developer's acquisition and development of the Site (the "Seaside Project"). (Developer, City, and County also contemplate negotiating an agreement to share in the revenues generated from the portions of the Overall Project that are located in the County, but outside the boundaries of the City.)

H. The Developer and the Agency are willing to enter into this Agreement setting forth, among other things, the terms pursuant to which the Agency will negotiate with the Developer on an exclusive basis for a specified period regarding the terms of the DDA.

I. Through the ENA Period (as defined below), the staff, consultants and attorneys' of the Agency will devote substantial time and effort in meeting with the Developer and its representatives, reviewing proposals, plans and reports, and negotiating and preparing the terms of this Agreement and the DDA.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this Agreement shall commence on the date hereof and shall end on the earlier of: (i) September 16, 2011, or (ii) the date on which the Agency terminates this Agreement as provided in Section 3 below (the "ENA Period"). Provided that the Developer is not in default under this Agreement and that the Agency has not terminated this Agreement pursuant to Section 3 below, the ENA period may be extended by the mutual written agreement of Developer and the Executive Director (acting for the Agency) for up to four (4) additional periods not to exceed three (3) calendar months each (i.e., to December 16, 2011, March 16, 2012, June 16, 2012, and September 16, 2012, respectively). The term of this Agreement shall also be extended as set forth in the last sentence of Section 5 of Attachment No. 4 hereto.

2. In addition to the written extension that may be available as set forth in Section 1 above, the Agency acknowledges that the Developer's ENRA with the County may be extended by the County's Executive Director if sufficient progress has been made on the ENRA and an extension is merited. In such case, if the Developer's ENRA with the County is extended, Developer may present to the Agency for its review and consideration documentation and a request for extension of the ENA Period for an equal time period. The Agency may terminate this Agreement if the Developer should fail to comply with or perform any provisions of this Agreement, if progress is not being made in negotiations hereunder, as determined by Agency in good faith but in its sole and absolute discretion, or if the ENRA with the County has been terminated for any reason or expires.

3. If the Developer and the Agency staff have not fully negotiated and agreed upon the terms of the DDA prior to the end of the ENA Period, then this Agreement shall automatically terminate and, except as expressly provided herein, neither party hereto shall have

any further rights or obligations under this Agreement. In no event shall any such negotiated DDA become effective unless duly approved by the Agency board after compliance with the California Environmental Quality Act and all other applicable laws.

4. During the ENA Period, the Agency shall not negotiate with any person or entity other than the Developer for the sale, lease or development of the Site.

5. Developer and Agency understand and agree that neither Party is under any obligation whatsoever to enter into a DDA. In the event of the expiration or earlier termination of this Agreement, Agency shall be free at Agency's option to negotiate with any persons or entities with respect to the sale, lease or development of the Site.

6. The Developer shall deliver the materials and information identified on Attachment No. 2 attached hereto to the Agency within the times set forth on Attachment No. 2, as extended, if applicable.

7. Upon the acquisition of the Site by the City or Agency, and provided such acquisition occurs at least three (3) months prior to the expiration of this Agreement, the Developer and the Agency or City, as applicable (or both the City and Agency), shall execute and deliver a Right of Entry and Access Agreement in the form attached hereto as Attachment No. 3.

8. At the beginning of each calendar month during the ENA Period (as extended, if applicable), Developer shall provide a written report to the Agency describing in reasonable detail the Developer's activities with respect to the Project during the preceding calendar month.

9. During the ENA Period (as extended, if applicable), the Agency shall use good faith efforts to complete (or cause to be completed) the matters set forth in Attachment No 4. Excluding reimbursement for Agency staff time, Developer shall reimburse Agency for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred in preparing this Agreement and fulfilling its obligations under this Agreement from the date hereof, including, but not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR (as defined in Section 10 below); and (iii) the cost of negotiating and preparing the DDA (collectively, the "Reimbursable Costs"). Concurrently with its execution of this Agreement, Developer shall deposit with the Agency the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the Agency to pay itself for Reimbursable Costs not otherwise paid or reimbursed by the Developer. The Agency shall bill Developer monthly for Reimbursable Costs and Developer shall pay all such bills within ten (10) days after they are delivered. Any remaining amount of the Reimbursement Funds shall be delivered to the Developer (along with a final accounting of the Agency's use of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the DDA by the Parties, or (ii) the termination of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

10. The Agency and Developer acknowledge that all applicable requirements of the California Environmental Quality Act ("CEQA") must be met in order to execute and deliver the DDA and develop the Site and that this may require an environmental impact report, supplemental environmental impact report and/or other reports or analyses for CEQA purposes (collectively, the "EIR"). The Developer will, at its cost, fully cooperate with the City and Agency in the preparation of the EIR by the County, with the City and/or Agency reviewing and commenting as a Responsible Party to the EIR.

11. Developer shall comply with all applicable laws (including, without limitation, all applicable ordinances of the City) and all applicable resolutions of the City and Agency, and the DDA shall so provide. Developer acknowledges that prevailing wages shall be paid in connection with the development of and construction on the Site by Developer (and any transferee of Developer) pursuant to the Implementation Agreement between the City of Seaside and FORA, and pursuant to Agency policy.

12. The Developer shall bear all costs and expenses of any and all project entitlement permit fees, title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for the Developer.

13. The Developer shall indemnify, defend, and hold the Agency and City harmless from any and all costs, expenses, losses, claims, liabilities, damages and causes of action arising out of Developer's entering into or performing this Agreement and/or Developer's failure to perform any obligation of Developer under this Agreement. The Developer's obligations under the preceding sentence shall survive the expiration or earlier termination of this Agreement.

14. The Developer represents and warrants that its undertakings pursuant to this Agreement are for the purpose of redevelopment of the Site and not for speculation in land, and the Developer recognizes that, in view of the importance of the redevelopment of the Site to the general welfare of the community, the qualifications and identity of the Developer and its principals are of particular concern to the City and the Agency; therefore, this Agreement may not be assigned by the Developer without the prior express written consent of the Agency in its sole and absolute discretion. However, the Agency acknowledges that the Developer may intend to form a new entity controlled by the parties comprising the Developer that will be the Developer entity that will be a party to the DDA. The Agency shall have the right to review and approve the organizational documents of such entity and the entities comprising such entity.

15. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by personal service or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Developer:

Monterey Downs, LLC
26885 Mulholland Highway
Calabasas, CA 91302
Attn: Brian Boudreau

If to the Agency:

Redevelopment Agency of the City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Executive Director

With copies to:

Bruce Galloway, Esq.
Richards, Watson & Gershon
355 South Grand Ave., 40th floor
Los Angeles, CA 90071-3101

16. For purposes of the negotiations contemplated by this Agreement, the Developer's representative shall be Brian Boudreau (Phone: (818) 880-5139; Email: bboudreau@malibuvalley.com) and the Agency's representative shall be Ray Corpuz, Executive DirectrorDirector (Phone: (831) 899-6700; Email: rcorpuz@ci.seaside.ca.us).

17. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations between the Parties are superseded by this Agreement. Neither the Agency nor its officers, members, staff or agents have made any representations, warranties or promises to the Developer other than as expressly set forth herein.

18. This Agreement may not be altered, amended or modified except by a writing executed by all Parties.

19. If any Party should bring any legal action or proceeding relating to this agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this Agreement, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of Monterey.

20. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

21. Time is of the essence of each and every provision hereof.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

By: _____
Ray Corpuz,
Executive Director

DEVELOPER:

MONTEREY DOWNS, LLC,
a California limited liability company

By: Monterey Bay Ventures, LLC
a California limited liability company
its Managing Member

By: _____
Brian Boudreau,
Managing Member

CITY:

THE CITY OF SEASIDE

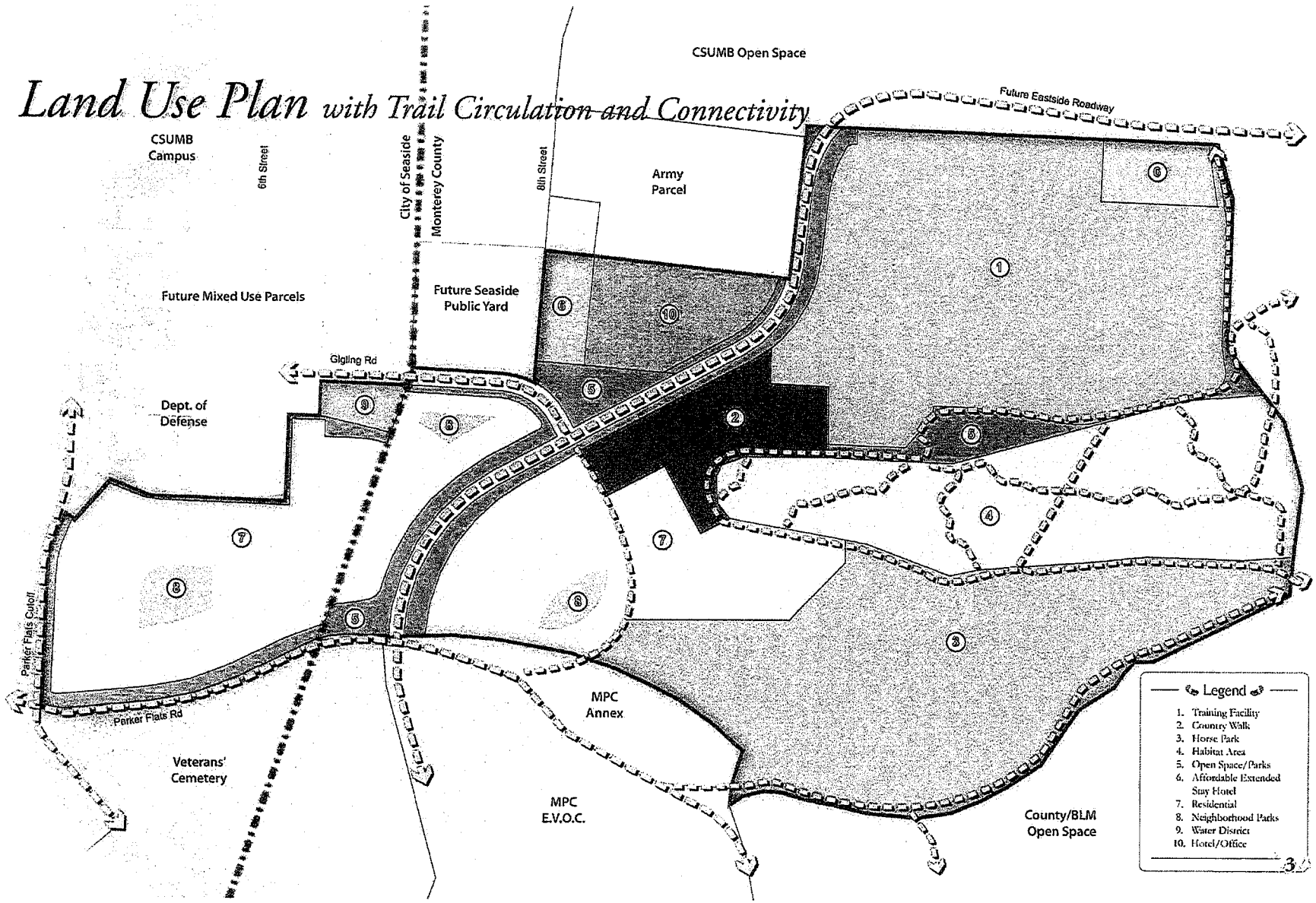
By: _____
Ray Corpuz,
City Manager

ATTACHMENT NO. 1

SITE MAP

(Attached.)

Land Use Plan *with Trail Circulation and Connectivity*



ATTACHMENT NO. 2

MATERIALS TO BE DELIVERED BY DELVELOPER TO THE AGENCY

SPECIAL DEVELOPER TASKS

1. Within two (2) calendar months after the date of this Agreement, Developer shall deliver to Agency a Conceptual Development Program for Agency staff review and approval. Program shall include a breakdown of the proposed scope of development including a range of building square feet by land use and acreage by land use, improvements, approximate number and mix of residential units, affordable housing units by level of affordability, proposed public parks/amenities, circulation acreage, and other general uses.

2. Within two (2) calendar months after the date of this Agreement, Developer shall deliver to Agency, for Agency staff review and approval, a detail market analysis for the Project demonstrating the marketability of the proposed conceptual development program. If appropriate, the findings of the market study may be used to modify and refine the development concept.

3. Within two (2) calendar months after the date of this Agreement, Developer shall deliver to Agency for Agency staff review and approval, a preliminary site plan and revised architectural concept drawings identifying the location, general configuration traffic circulation, and proposed design characteristics of the Project.

4. Within two (2) calendar months after the date of this Agreement, Developer shall deliver to Agency for Agency staff review and approval, an organizational chart of the Developer that corresponds to the proposed Development Program. The chart shall identify which members of the Developer Team are responsible for securing entitlements, completing backbone infrastructure; completing vertical infrastructure, completing vertical improvements and marketing/sales of housing units. The Developer shall also provide a narrative description of the Developer's approach to developing the proposed project, including a discussion of the Developer's objective for spinning-off entitled land or improved land to other builders.

5. Within six (6) calendar months after the date of this Agreement, Developer shall deliver to Agency for Agency staff review and approval, a preliminary financing plan for the proposed Project. The financing plan shall include a pro forma of a comprehensive line item budget for the Overall Project, a comprehensive line item budget for the Seaside Project, a table of sources and uses of funds for the Overall Project, a table of sources and uses of funds for the Seaside Project (and such "sources and uses" shall include both construction period and post-completion sources of funds, including so-called "permanent financing" that may be contemplated).

   The budgets shall include, but shall not be limited to:

   - backbone of infrastructure costs

- entitlement costs
- vertical improvement costs

• The financing plan shall also include a detailed phasing schedule for entitlements, land purchase, construction of infrastructure improvements, sale of pads, construction of vertical improvements, and sale/lease of finished improvements.

6. Within six (6) calendar months after the date of this Agreement, Developer and Agency staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, the Discretionary Permits (it being understood that the City shall retain its governmental powers to require entitlements, conditions of approval and permits).

7. Within six (6) calendar months after the date of this Agreement, Developer shall (i) obtain a title report for the Site and copies of the title exceptions described therein; (ii) submit to Agency an ALTA survey of the Site certified to Developer and its title company based on the title report; and (iii) submit to Agency Developer's written objections to any matter revealed by such survey or title report and a detailed written explanation of the reason for such objections.

8. Within ten (10) calendar months after the date of this Agreement, Developer shall submit to Agency a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Overall Project and the Seaside Project (the "Development Schedule").

9. Within ten (10) calendar months after the date of this Agreement, Developer shall deliver to the Agency a fully completed and executed development application including all items identified on the City of Seaside Development Application Submittal Checklist.

10. Within ten (10) calendar months after the date of this Agreement, the Developer shall (subject to the terms of the Right of Entry and Access Agreement executed by Agency and Developer pursuant to this Agreement) investigate the Site and submit to the Agency in writing any and all objections Developer may have to the condition of the Site together with a detailed written explanation of the reasons for each objection.

11. On or before July 1, 2011, Developer shall provide comments to the Agency on the initial draft of the DDA.

12. Developer shall use good faith efforts to diligently complete negotiation, approval and execution of a DDA.

13. Prior to execution of the any transaction documents, the Developer shall submit to the Agency for its review and approval all organizational documents for the entities signing the documents (and, to the extent requested by Agency, information, certifications and/or documents relating to the ownership, control and signing authority of the direct and indirect owners, members or partners of each such entity).

ATTACHMENT NO. 3

FORM OF RIGHT OF ENTRY AND ACCESS AGREEMENT

(Attached.)

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2010, by the REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE ("Grantor"), and MONTEREY DOWNS LLC (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto (herein called the "Property");

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee are entering into an Exclusive Negotiating Agreement related to the Property (the "ENA");

WHEREAS, Grantee needs the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") required in connection with the proposed acquisition by Grantee of the Property and required by the ENA;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee. Subject to Grantee's compliance with the terms and provisions of this Agreement, Grantee and Grantee's employees, agents and consultants designated in writing by Grantee (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, until the earliest to occur of: (i) the expiration or earlier termination of the ENA; (ii) the termination of this Agreement; or (iii) the execution of the Disposition and Development Agreement contemplated by the ENA.

Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever except for minor damage normally resulting from typical site investigation activities such as soil borings; (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to

the condition existing prior to the Due Diligence Activities (unless otherwise agreed in writing by the Executive Director of the Agency), and (iii) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property, except to the extent they are caused by the negligence or willful misconduct of the Agency, or its agents, contractors or employees.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. To the extent permitted by applicable law, Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than $1,000,000.00, and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement. If Developer's contractors used for Due Diligence Activities are unable to meet these insurance requirements on their own, Developer may provide such coverage on their behalf.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights set forth herein.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be addressed and delivered as provided in the notices provision of the ENA.

7. Assignment. Except for a written assignment by Grantee to the Grantee affiliate that will be executing the DDA and a concurrent written assumption by the affiliate of this Agreement, this Agreement may not be assigned by Grantee, in whole or in part, without the prior express written consent of the Agency in its sole and absolute discretion.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

MONTEREY DOWNS, LLC,
a California limited liability company

By: Monterey Bay Ventures, LLC
a California limited liability company
its Managing Member

By: _____
Brian Boudreau,
Managing Member

GRANTOR:

REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

By: _____
Ray Corpuz,
Executive Director

EXHIBIT A

Right of Entry and Access Agreement

Description of the Property

ATTACHMENT NO. 4

SPECIFIC AGENCY TASKS

1. Within thirty (30) days after the Effective Date, Agency shall provide to Developer copies of all currently existing plans, studies and other written information regarding the Site in the possession of the Agency, to the extent not previously delivered to Developer and to the extent material to the Seaside Project. Thereafter, the Agency shall promptly provide to Developer within ten (10) days after receipt thereof copies of all plans, studies and other written information material to the Seaside Project which are received by the Agency.

2. As soon as they are available, the Agency shall provide the Developer with copies of contracts entered into between the Agency and its consultants for the Seaside Project. Developer shall have the right to review and provide input to any and all consultant contracts procured on its behalf prior to execution by the Agency.

3. Within six (6) calendar months after the date of this Agreement, Developer and Agency staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Seaside Project including, but not limited to, the Discretionary Permits.

4. Agency shall use good faith efforts to diligently prepare and process the required CEQA reports and documents. Agency agrees to submit an EIR status report to the Developer monthly during the term of this Agreement as mutually determined by the Parties.

5. Agency and City staff will review the Developer's development application and other submissions in a timely manner. For material listed under Items 1-4 of Attachment No. 2 staff shall review and provide comments and/or approvals within forty-five (45) days ofafter receipt from Developer. For materials under Item 5 of Attachment No. 22, staff shall review and provide comments and/or approvals within sixty (60) days after receipt from Developer. Staff will review submittal and deem the development application complete or incomplete within thirty (30) days after receipt. In the event of an Agency or City default in meeting its obligations to timely review and comment or approve Developer submissions, Developer's sole remedy shall be to add time to its own performance obligations affected by the delay in an amount equivalent to the Agency's delay. The term of this Agreement will also be extended accordingly.

6. On or before June 1, 2011, Agency shall provide an initial draft of the DDA to Developer and thereafter revise the draft DDA, to the extent reasonably permitted by the DDA negotiations, in a timely manner.

7. Agency shall use good faith efforts to diligently complete negotiation, approval and execution of a DDA.

8. No consents, approvals or comments by Agency staff or City staff shall diminish, affect or waive either: (i) rights of the City and Agency to later impose conditions and requirements under CEQA; (ii) the rights of the City and Agency not to approve the DDA; (iii) the City's governmental rights, powers and obligations.