

## **TEMPORARY STORMWATER MAINTENANCE AGREEMENT**

THIS TEMPORARY STORMWATER MAINTENANCE AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of June 18, 2025 (“**Effective Date**”), by and between SPEEDWAY SBC DEVELOPMENT, LLC, a Delaware limited liability company (“**Speedway**”), and SAN BERNARDINO COUNTY, a political subdivision of the State of California (“**County**”). Hereinafter, Speedway and the County may be referred to individually as a “**Party**,” or jointly as the “**Parties**.”

### **RECITALS**

A. Speedway owns certain real property in an unincorporated area of San Bernardino County, California, more particularly described in Exhibit “A” attached hereto (the “**Speedway Property**”).

B. The Speedway Property is shown on the site plan attached hereto as Exhibit “B” (the “**Site Plan**”).

C. Speedway and County entered into: (1) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 1) dated June 11, 2024; (2) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 2) dated June 11, 2024; (3) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 3) dated June 11, 2024; (4) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 4) dated June 11, 2024; (5) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 5) dated June 11, 2024; (6) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 6) dated June 11, 2024; and (7) that certain Agreement for Construction and Maintenance of Improvements, Project: Road and Drainage Improvements – Parcel Map No. 20478 (Improvement Area: 7) dated June 11, 2024 (collectively, the “**Improvement Agreements**”).

D. Under the Improvement Agreements, Speedway must construct, among other improvements, those certain road improvements (“**Road Improvements**”) and those certain storm drain improvements (“**Storm Drain Improvements**”) shown in the Street Improvement Plans for Parcel Map No. 20478 approved by the San Bernardino County Land Use Services Department on April 2, 2024 (the “**Street Improvement Plans**”).

E. Speedway has requested that the County accept that portion of the Storm Drain Improvements located within the area designated as “Phase 1” on the Site Plan (the “**Phase 1**”).

**Storm Drain Improvements**”), concurrently with the County’s acceptance of that portion of the Road Improvements located within the area designated as “Phase 1” on the Site Plan (the “**Phase 1 Road Improvements**”), before Speedway completes the entirety of the Storm Drain Improvements.

F. Speedway, as a condition of its development, and as a prerequisite to the execution of this Agreement, has formed Community Facilities District No. 2025-1 (Commerce Center II) (the “**CFD**”) for the purpose of, among other things, funding storm drain and road maintenance operations and services to be performed for the Speedway Property.

G. This Agreement is made in connection with Speedway’s request for the County to accept the Phase 1 Road Improvements and Phase 1 Storm Drain Improvements before the completion of the remaining Road Improvements and Storm Drain Improvements.

H. County is willing to accept the Phase 1 Storm Drain Improvements concurrently with Phase 1 Road Improvements, prior to the completion of the remaining Storm Drain Improvements and Road Improvements. This acceptance is contingent upon Speedway’s agreement to fully fund, construct, and connect all temporary improvements shown in Exhibit “C” attached hereto (the “**Temporary Drainage Improvements**”), and to assume sole cost and responsibility for connection of the Temporary Drainage Improvements and to perform all operations and maintenance of the Temporary Drainage and Road Improvements pursuant to the terms and conditions set forth in this Agreement.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Acceptance of Phase 1 Storm Drain. Subject to Speedway’s obligations in Section 2 below, once completed by Speedway in accordance with the applicable Improvement Agreements, the County will accept the Phase 1 Storm Drain Improvements, concurrently with the acceptance of the Phase 1 Road Improvements, prior to Speedway completing the remaining Storm Drain Improvements and Road Improvements.

2. Temporary Drainage Improvements. Speedway hereby agrees that, from the date that the County accepts the Phase 1 Storm Drain Improvements until the date that Speedway completes the remaining Storm Drain Improvements and the County accepts the same for maintenance:

- (a) Connection: Speedway shall (at its sole cost) cause the Phase 1 Storm Drain Improvements to be constructed and connected to the Temporary Drainage Improvements shown in Exhibit "C" attached hereto.;
- (b) Maintenance: Speedway shall (at its sole cost) maintain the Temporary Drainage Improvements in good condition, ensuring they remain fully operational and functional. This includes performing all necessary inspections, repairs, maintenance, and operational activities to preserve their operation, function, and effectiveness; and
- (c) Stormwater Flow: Speedway shall ensure that the Phase 1 Storm Drain Improvements will receive stormwater runoff from the Speedway Property which shall flow into the Temporary Drainage Improvements.

3. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on the date that the County accepts the entirety of the Storm Drain Improvements.

4. Amendment and Inurement. Speedway may assign this Agreement (in whole or in part) to any entity that (a) controls, is controlled by, or is under common control with Speedway and (b) acquires a fee interest in all or any part of the Speedway Property.

5. Conflicts. In the event of a conflict between this Agreement and any other document(s) executed between the Parties prior to the Effective Date, the provisions of this Agreement shall in all instances govern and control.

6. Governing Law and Venue. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. The Parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District.

7. Severability. In the event any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

8. Notices. All notices relating to this Agreement must be provided in writing, to the addresses set forth below, and will be deemed sufficiently provided when delivered: (a) personally, in which case it will be deemed received on delivery; (b) by generally recognized overnight courier service, in which case it will be deemed delivered on the next business day if timely delivered to such service for next-day delivery, postage pre-paid; (c) three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid; or (d) by e-mail, in which case it will be deemed received as long as any such e-mail is sent to the address set forth below before 5:00 p.m. Pacific Time (otherwise it will be deemed provided on the next business day) and is also delivered concurrently by one of the other methods set forth above. Notices shall be addressed as follows:

If to the County: San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415  
Attention: Brandon Ocasio  
E-mail: brandon.ocasio@res.sbcounty.gov

If to Speedway: Speedway SBC Development, LLC  
901 Via Piemonte, Suite 175  
Ontario, CA 91764  
Attention: Scott Morse  
E-mail: scott.morse@hillwood.com

With a copy to: Fennemore LLP  
550 E. Hospitality Lane, Suite 350  
San Bernardino, CA 92408  
Attention: Mack Anderson  
E-mail: manderson@fennemorelaw.com

Either Party may change its address by written notice to the other given in the manner set forth above. The attorneys for any Party hereto shall be entitled to provide any notice that a Party desires to provide or is required to provide hereunder.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, and they shall not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

10. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile, DocuSign, AdobeSign or other electronic transmission (including, without limitation, signatures transmitted by e-mail in .pdf format). The Parties intend that faxed and electronic signatures constitute original signatures and that a faxed or electronic copy or counterparts of this Agreement containing the signature (original, faxed or electronic) of a Party is binding upon that Party. The Parties intend to be bound by such electronic signatures and waive any defenses to the enforcement of the terms of this Agreement based upon the use of such electronic signatures.

*[Signatures Follow on Next Page]*

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and delivered as of the date set forth below.

**“COUNTY”**

SAN BERNARDINO COUNTY,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Dawn Rowe, Chair  
Title: Board of Supervisors  
Date: \_\_\_\_\_


APPROVED AS TO FORM:  
TOM BUNTON  
County Counsel

By: \_\_\_\_\_  
Name: Aaron Gest  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, Speedway has caused this Agreement to be executed and delivered as of the date set forth below.

**“SPEEDWAY”**

SPEEDWAY SBC DEVELOPMENT, LLC,  
a Delaware limited liability company

By:  Scott Morse (Jun 12, 2025 09:31 GMT+2)  
Name: Scott Morse  
Title: Executive Vice President  
Date: 06/12/2025

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF THE SPEEDWAY PROPERTY**

The land referred to herein below is situated in an unincorporated area of the County of San Bernardino, State of California, and is described as follows:

PARCELS 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 25 AND LETTERED LOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK AND LL, OF PARCEL MAP NO. 20478, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 263, PAGES 53 THROUGH 73, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNs:     0231-011-17-0-000 (Parcel 1)  
             0231-011-18-0-000 (Parcel 2)  
             0231-011-19-0-000 (Parcel 3)  
             0231-011-20-0-000 (Parcel 4)  
             0231-011-21-0-000 (Parcel 5)  
             0231-121-06-0-000 (Parcel 10)  
             0231-121-07-0-000 (Parcel 11)  
             0231-011-24-0-000 (Parcel 12)  
             0231-011-25-0-000 (Parcel 13)  
             0231-011-26-0-000 (Parcel 14)  
             0231-111-22-0-000 (Parcel 15)  
             0231-291-03-0-000 (Parcel 16)  
             0231-291-04-0-000 (Parcel 17)  
             0231-011-27-0-000 (Parcel 18)  
             0231-011-28-0-000 (Parcel 19)  
             0231-011-29-0-000 (Parcel 20)  
             0231-291-05-0-000 (Parcel 21)  
             0231-291-06-0-000 (Parcel 22)  
             0231-291-07-0-000 (Parcel 23)  
             0231-291-09-0-000 (Parcel 25)  
             0231-291-11-0-000 (Lot A)  
             0231-121-08-0-000 (Lot B)

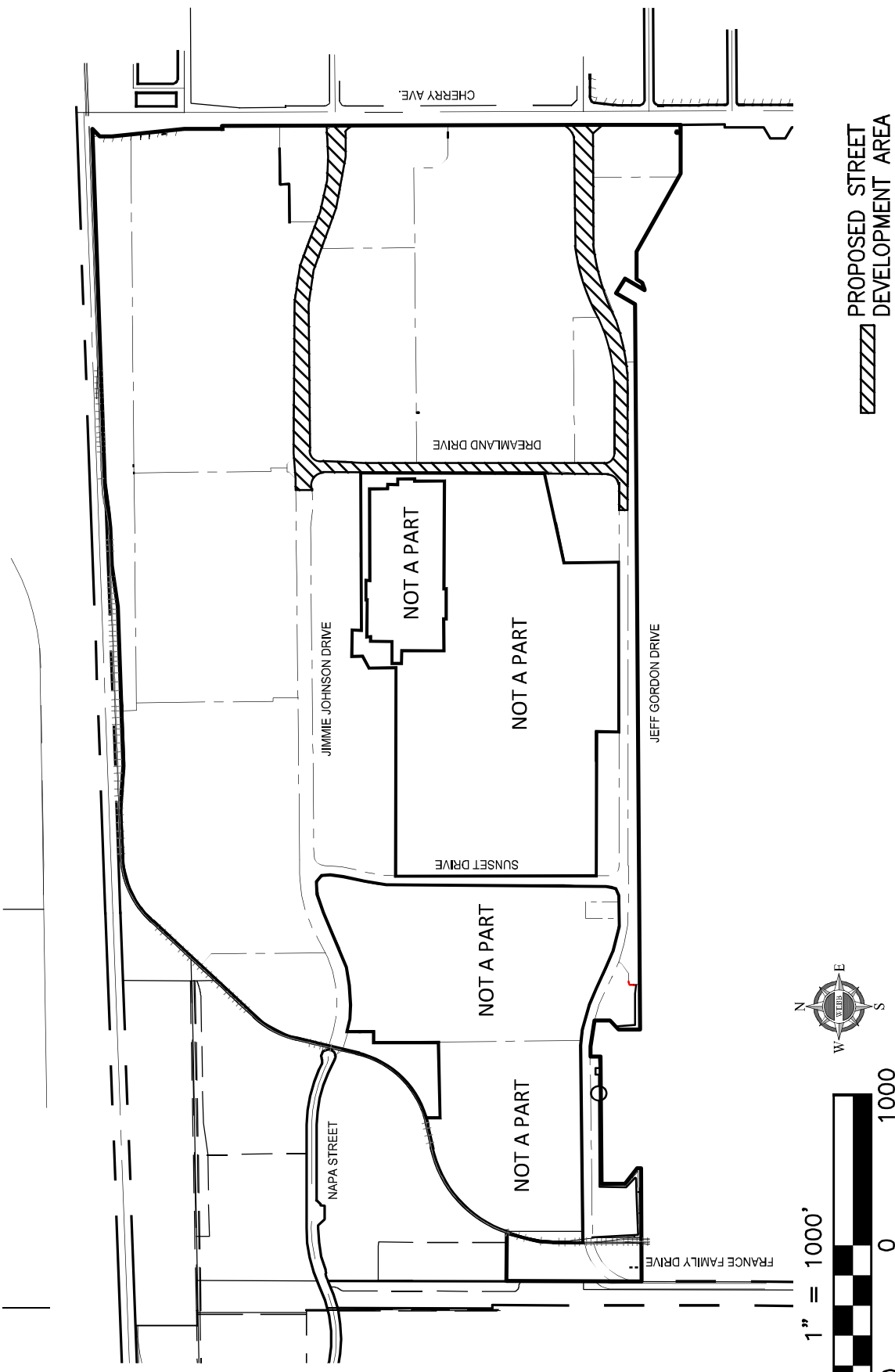
(End of Legal Description)

**EXHIBIT “B”**

**SITE PLAN**



EXHIBIT "B" – PROPOSED STREET DEVELOPMENT PHASE I

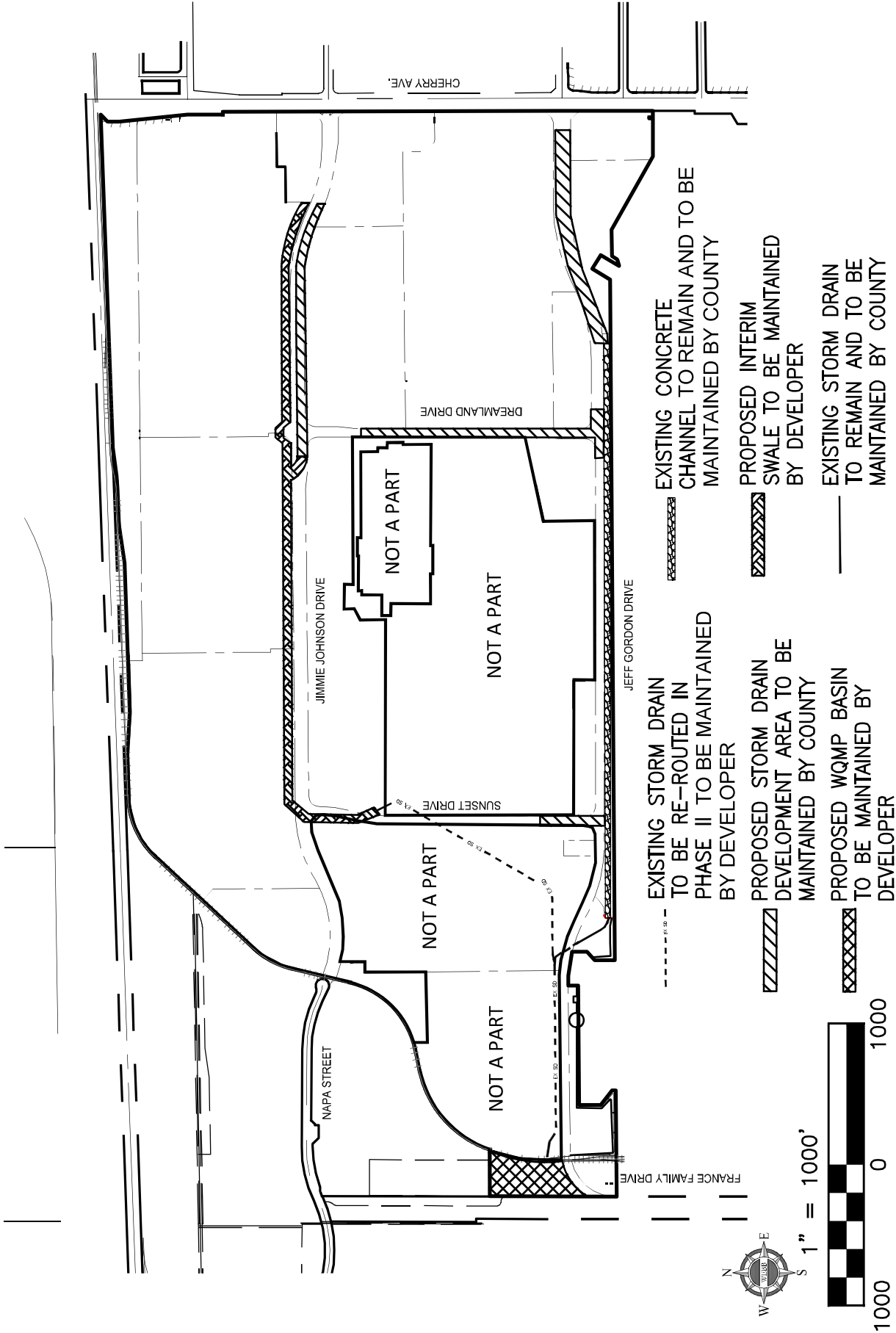


PREPARED: EX	ENGINEERING CONSULTANTS 3788 MCCRAY STREET RIVERSIDE CA. 92506 PH. (951) 686-1070 FAX (951) 788-1256	
	ALBERT A. WEBB ASSOCIATES	
CHECKED: SZ	DATE: 12/06/2024	SCALE: 1"=1000'

**EXHIBIT “C”**

**TEMPORARY DRAINAGE IMPROVEMENTS**

EXHIBIT "C" - STORM DRAIN DEVELOPMENT PHASE I



**ALBERT A. WEBB ASSOCIATES**

ENGINEERING CONSULTANTS  
3788 MCCRAY STREET  
RIVERSIDE CA. 92506  
PH. (951) 686-1070  
FAX (951) 788-1256

PREPARED: EX

CHECKED: SZ

DATE: 12/06/2024

SCALE: 1"=1000'






# SCCII - Temp Stormwater Maint Agreement Execution Copy

Final Audit Report

2025-06-12

Created:	2025-06-11
By:	Christine Buckle (christine.buckle@hillwood.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPYTaMmG1N6XZgG-IQUTW3EZmMWHRSGde

## "SCCII - Temp Stormwater Maint Agreement Execution Copy" History

-  Document created by Christine Buckle (christine.buckle@hillwood.com)  
2025-06-11 - 6:08:01 PM GMT- IP address: 136.226.101.23
-  Document emailed to Scott Morse (scott.morse@hillwood.com) for signature  
2025-06-11 - 6:09:00 PM GMT
-  Email viewed by Scott Morse (scott.morse@hillwood.com)  
2025-06-11 - 6:09:10 PM GMT- IP address: 44.216.72.231
-  Document e-signed by Scott Morse (scott.morse@hillwood.com)  
Signature Date: 2025-06-12 - 7:31:57 AM GMT - Time Source: server- IP address: 166.198.157.69
-  Agreement completed.  
2025-06-12 - 7:31:57 AM GMT