

RIGHT OF WAY ACQUISITION CONTRACT

This Right of Way Acquisition Contract ("Agreement") is entered into by and between San Bernardino County (hereinafter, "County") and Scannell Properties #404 LLC, a Delaware limited liability company (hereinafter, "Scannell").

- A. County owns certain real property located in the City of Chino, San Bernardino County, State of California, commonly known as the Chino Airport with an address of 7000 Merrill Ave, Chino, CA 91710.
- B. Scannell has completed its development project on certain Scannell-owned real property commonly known as Assessor's Parcel Numbers ("APNs") 1054-391-02 and 1054-391-03 for the facility commonly known as FedEx Ground - Chino with an address of 15020 Flight Ave Chino CA 91710 ("Project") located adjacent to portions of the Chino Airport.
- C. As a result of certain development conditions imposed by the City of Chino Scannell's Project required certain improvements to be constructed over County- owned property, comprising portions of the Chino Airport commonly known as portions of APNs 1026-081-12, 1026-091-04, 1054-401-01, 1054-401-02, 1055-011-01, and 1055-041-01.
- D. To accommodate the right of way improvements, County agrees to convey certain easements to either Scannell or the City of Chino, and Scannell agrees to pay the value for all of said easements (regardless of the named grantee) on the terms and conditions set forth in this Agreement. Said easements are identified with the following designations: "2B," "2C," "3A," "4B," and "5," and are generally depicted in the easement exhibit attached hereto as "Exhibit A" ("Easements"). The grantee, location, purpose, and value for said easements are summarized in the following chart:

Easement	Grantee	Location (Avenue Name)	Purpose	Value ("-" indicates a credit)
2B	City of Chino	Flight/Remington	Grant of Easement (Public Road Easement)	\$33,575
2C	Scannell	Remington	Grant of Reciprocal Easement (Driveway)	-\$174,375
3A	Scannell	Remington	Grant of Easement (Drainage)	\$154,000

4B	City of Chino	Merrill	Grant of Easement (Public Road Easement)	\$544,725
5	City of Chino	Grove/Merrill	Grant of Easement (Drainage}	\$1,587,000
Total:				\$2,144,925

- E. Scannell represents to the County that the City of Chino has agreed to accept the conveyances of easements "2B," "4B," and "5" pursuant to their development conditions on the terms and conditions as substantially set forth in Exhibits B, E, and F and Scannell has agreed to accept the conveyances of easements "2C" and "3A" on the terms and conditions as substantially set forth in Exhibits C and D.
- F. The parties hereto now desire to enter into this Agreement for the County's conveyance of the Easements to the respective parties as outlined in the chart above and Scannell's full payment of the value for all of said Easements, as consideration of said conveyance, on the terms and conditions set forth herein.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have set forth the whole of their agreement herein. The performance of this Agreement constitutes the entire consideration for the Easements.
2. Upon the mutual execution of this Agreement, full execution of the respective easement grants, and the County's receipt at the address below of full payment of the value for the Easements totaling \$2,144,925 ("Total Net Easement Value") by Scannell to the County within fifteen (15) days after mutual execution of the Agreement, the County shall promptly record easement grants in substantially the forms attached hereto as Exhibits "B" through "F" ("Easement Grants") and incorporated herein by reference.

Payment Address: San Bernardino County
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415
Attn: Real Estate Acquisitions Manager

3. It is agreed and confirmed by the parties hereto that, upon mutual execution of this Agreement, full execution of the respective grants, full payment by Scannell to the County of the Total Net Easement Value, and the County's recording of the Easement Grants thereafter, Scannell and the City of Chino shall have the respective rights and obligations as set forth in each of the Easement Grants.

4. Any notice either party may or is required to give the other shall be in writing and shall be personally delivered, sent by a reputable overnight courier service, or sent by registered or certified U.S. mail, postage pre-paid, return receipt requested. If by personal delivery, overnight courier service, or registered or certified mail, service shall be deemed to have been received by the receiving party at the time the notice is delivered, or acceptance of delivery is refused to the following addresses:

To County:

San Bernardino County
c/o Real Estate Services Department
385 N. Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415
Attn.: Manager of Acquisitions and Dispositions

With a copy to:

San Bernardino County
c/o Department of Airports
268 W. Hospitality Lane, 3rd FL, Suite 302,
San Bernardino, CA 92408
Attn.: Director of Airports

To Scannell:

Scannell Properties #404, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Marc Pfleging, Manager

5. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. Scannell shall not assign any or all of its interest or rights under this Agreement without the County's prior written consent, which consent shall not be unreasonably withheld.
6. It is understood and agreed that the fully executed Easement Grants shall be recorded in the Recorder's Office for San Bernardino County in accordance with this Agreement.
7. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
8. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

9. Each individual executing this Agreement on behalf of a party represents and warrants that he or she has been authorized to do so by the party on whose behalf he or she executes this Agreement, and that said party will thereby be obligated to perform the terms of this Agreement.
10. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution, be deemed an original, and all such counterparts together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
11. Campaign Contribution Disclosure (SB 1439). Scannell has disclosed to the County using Exhibit G - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County's Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Scannell's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County's Board of Supervisors. Scannell acknowledges that under Government Code section 84308, Scannell is prohibited from making campaign contributions of more than \$250 to any member of the County's Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Agreement.

In the event of a proposed further amendments to this Agreement, Scannell will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Scannell or by a parent, subsidiary or otherwise related business entity of Scannell.

[Signatures on next page]

In Witness Whereof, the parties have executed this Agreement on the day and year set forth below.

San Bernardino County:

By: Dawn Rowe
Title: Chair, Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF THE BOARD

LYNNA MONELL
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel Date:

Date: _____

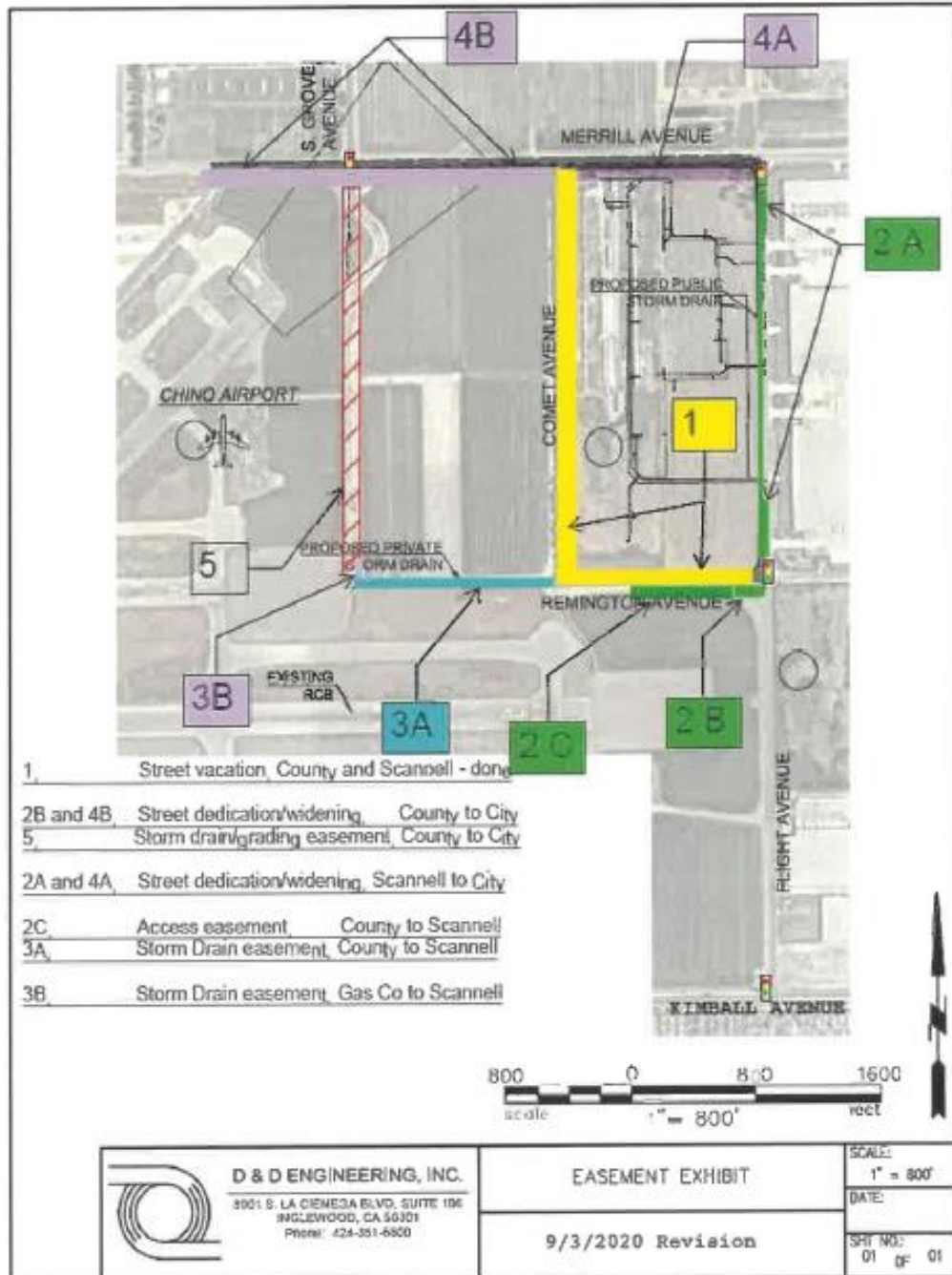
Scannell Properties #404 LLC, a Delaware limited liability company:

By: _____
Marc Pfleging
Title: Manager

Approved as to Form:

By: _____
Marc Pfleging
Scannell General Counsel

EXHIBIT "A" EASEMENT DEPICTION



Note – Easements "1," "2A," "3B," and "4A" are not a part of this Agreement.

Exhibit "B"

Public Road Easement - "Easement 2B"

Exhibit "C"
Driveway Easement - "Easement 2C"

Exhibit "D"
Drainage Easement - "Easement 3A"

Exhibit "E"
Public Road Easement - "Easement 4B"

Exhibit "F"
Drainage Easement- "Easement 5"



Exhibit "G"

Campaign Contribution Disclosure

(Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Scannell must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Seller: Scannell Properties #404, LLC											
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?											
Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>											
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: Marc D. Pfleging, Manager; yes and yes.											
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): N/A											
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Company Name</th> <th style="width: 50%; text-align: center;">Relationship</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">N/A</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Relationship	N/A						
Company Name	Relationship										
N/A											
6. Name of agent(s) of Seller:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;">Company Name</th> <th style="width: 33%; text-align: center;">Agent(s)</th> <th style="width: 34%; text-align: center;">Date Agent Retained (if less than 12 months prior)</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">N/A</td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)	N/A					
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)									
N/A											
7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;">Company Name</th> <th style="width: 33%; text-align: center;">Subcontractor(s):</th> <th style="width: 34%; text-align: center;">Principal and/or Agent(s):</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">N/A</td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Subcontractor(s):	Principal and/or Agent(s):	N/A					
Company Name	Subcontractor(s):	Principal and/or Agent(s):									
N/A											
8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Company Name</th> <th style="width: 50%; text-align: center;">Individual(s) Name</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">N/A</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Individual(s) Name	N/A						
Company Name	Individual(s) Name										
N/A											

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Seller certifies that the statements made herein are true and correct. Seller understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.


Signature

Marc D. Pfleging, Manager

Print Name

June 3, 2024
Date

Scannell Properties #404, LLC

Print Entity Name, if applicable