

ACCEPTANCE AND IMPROVEMENT AGREEMENT

(BASIN)

THIS ACCEPTANCE AND IMPROVEMENT AGREEMENT ("**Agreement**") is entered into this 23rd day of June, 2026 ("**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. Speedway is the former owner of certain real property in an unincorporated area of San Bernardino County, California, more particularly described in Exhibit "B" attached hereto (the "**Former Speedway Property**"), which is adjacent to the Speedway Property. The Former Speedway Property is owned by various wholly-owned subsidiaries of Speedway (collectively, the "**Speedway Subsidiaries**").

C. Speedway SBC, LLC, a Delaware limited liability company ("**Speedway Parent Company**"), Speedway's parent company, is under contract to purchase that certain real property in an unincorporated area of San Bernardino County, California, more particularly described in Exhibit "C" attached hereto (the "**Phase 2 Land**"), which is adjacent to the Speedway Property.

D. The Speedway Property, the Former Speedway Property and the Phase 2 Land are shown on the site plan attached hereto as Exhibit "D" (the "**Site Plan**").

E. 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**”).

F. 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**”).

G. The Storm Drain Improvements include a detention basin to be constructed upon the Speedway Property (the “**Basin**”), which is required to be constructed in a final condition consistent with the San Bernardino County, Department of Public Works, Special Districts, Speedway Commerce Center II, Delta 3, Basin Improvement Plan approved by the County on February 10, 2026 (the “**Basin Improvement Plans**”).

H. The Phase 2 Land has not yet been acquired. Consequently, the Phase 2 Land cannot presently be graded in accordance with the Mass Grading Plan for Speedway Commerce Center II in the County of San Bernardino, California approved by the County on June 21, 2023 (the “**Mass Grading Plans**”).

I. If the Basin is constructed in accordance with the Basin Improvement Plans before the Phase 2 Land is graded (in accordance with the Mass Grading Plans), the Phase 2 Land will flood due to the height of the basin outlet structure.

J. Speedway has proposed constructing the Basin in an interim condition that deviates from the Basin Improvements Plans, including a modified outlet structure (the “**Interim Basin Condition**”), as reflected in Exhibit “E” (the “**Interim Basin Plans**”), with the understanding that additional work will be required to bring the Basin into full compliance with the Interim Basin Plans once the Phase 2 Land is graded in accordance with the Mass Grading Plan.

K. Speedway, as a condition of its development, has formed Community Facilities District No. 2025-1 (Commerce Center II) (the “**CFD**”) for the purpose of funding, among other things, maintenance, operations, and services related to certain public improvements, including storm drain facilities associated with the Speedway Property. Any assumption of maintenance responsibilities by or through the CFD is expressly subject to and contingent upon the County’s acceptance of such improvements in accordance with applicable requirements.

L. Speedway proposes and requests that the County accept the Basin in an interim condition with a 48-inch diameter opening in the outlet structure 3 feet above the basin apron bottom (the “**Interim Basin Condition**”), as shown in Exhibit “E” attached hereto and incorporated herein by reference (the “**Interim Basin Plans**”), before the Phase 2 Land is graded in accordance with the Mass Grading Plans and before Speedway infills the 48 inch diameter

opening in the outlet structure wall to place the Basin in the final condition required under the Basin Improvement Plans (the “**Basin Finalization Work**”).

M. The Parties acknowledge that the Interim Basin Condition does not satisfy the final design and construction requirements applicable to the Basin Improvement Plans, including the Basin Improvement Plans. After the Phase 2 Land is graded in accordance with the Mass Grading Plans, additional work by Speedway is required to bring the Basin into final compliance, including removal of the Interim Basin Condition and completion of the Basin in accordance with the Basin Improvement Plans, as reflected in Exhibit “E” (the “**Basin Finalization Work**”).

N. Speedway has requested that the County accept the Basin in the Interim Basin Condition in order to allow for the CFD to take over maintenance responsibility of the Basin, subject to Speedway’s obligation to complete the Basin Finalization Work after the Phase 2 Land is graded.

O. The County is willing to accept the Basin in the Interim Basin Condition, subject to Speedway’s obligation to complete the Basin Finalization Work in accordance with the Basin Improvement Plans, at Speedway’s sole cost and expense, and within a fixed and enforceable timeframe after the Phase 2 Land is graded in accordance with the Mass Grading Plans.

P. As a material inducement to the County’s agreement to provide such acceptance, Speedway has agreed to (i) complete the Basin Finalization Work, subject to the terms of this Agreement, and (ii) provide good and sufficient security guaranteeing the full and timely completion of such work.

Q. The County’s willingness to accept the Basin in the Interim Basin Condition, pending the grading of the Phase 2 Land, is subject to Speedway’s agreement to perform the Basin Finalization Work and the posting of such security, and the County would not grant such acceptance absent these obligations.

R. This Agreement memorializes the Parties’ understanding that the County’s acceptance is subject to Speedway’s agreement to complete the Basin Finalization Work, as secured and required under 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.** The County will accept the Basin in the Interim Basin Condition, subject to Speedway’s obligations in Section 2 and Section 3 below. Completion of the Basin

Finalization Work, secured as required herein, is a material condition of this Agreement. The County would not have granted this acceptance of the Basin absent Speedway's obligation and security. If Speedway fails to timely and fully perform the Basin Finalization Work as required hereunder, or otherwise fails to comply with any material term of this Agreement, the County may, upon written notice, exercise any rights or remedies available under this Agreement or at law.

2. Completion of the Basin Finalization Work. Subject to Section 5 below, Speedway shall, at its sole cost and expense, complete the construction of the Interim Basin Condition and, after the Phase 2 Land is graded in accordance with the Mass Grading Plans, diligently prosecute and complete the Basin Finalization Work in accordance with the Basin Improvement Plans and County requirements. Provided the Phase 2 Land is graded in accordance with the Mass Grading Plans by September 1, 2027, subject to Force Majeure, Speedway shall complete the Basin Finalization Work no later than December 1, 2027 ("**Completion Date**"), unless extended in writing by the County in its sole discretion or otherwise permitted at law. The Basin Finalization Work shall not be deemed complete unless and until inspected and accepted in writing by the County. As used herein, the term "**Force Majeure**" is defined pursuant to Civil Code section 1511 and to also include epidemics, pandemics, quarantines, or shelter in place orders. In no event shall "Force Majeure" include insolvency, financial condition or inability to pay.

3. Security. As a material condition of this agreement, and concurrently with the execution of this Agreement, Speedway shall file with the County a good and sufficient security, in an amount equal to one hundred percent (100%) of the total estimated cost of the completion of the Basin Finalization Work (as reasonably approved by the County), to secure the faithful performance of this Agreement. Such security shall guarantee Speedway's full and faithful performance of its obligations under this Agreement, including timely completion of the Basin Finalization Work. The security shall be provided in the form of a bond issued by a corporate surety authorized to do business in California. If Speedway fails to complete the Basin Finalization Work (or any portion thereof) by the Completion Date, and such failure continues more than fifteen (15) days after County provides Speedway with written notice thereof, the County may complete the work and use the security to cover its costs. In the event that Speedway completes the Basin Finalization Work prior to the Completion Date, the County shall release the security to Speedway within ten (10) days after the completion of the Basin Finalization Work. Speedway shall remain fully liable for any costs incurred by the County that exceed the amount of the security, and shall pay the County any such additional amounts within thirty (30) days after written demand by the County.

4. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on (a) the date that the Basin Finalization Work has been completed by either Speedway or the County and the security has either been released to Speedway or used by the County, as applicable or (b) pursuant to Section 5 below, Speedway is not required to complete the Basin Finalization Work and the security has been released to Speedway.

5. Phase 2 Land. If the Phase 2 Land is not graded in accordance with the Mass Grading Plans by September 1, 2027:

(a) the Interim Basin Condition shall be deemed to comply with and satisfy the final design and construction requirements applicable to the Basin under the Basin Improvement Plans;

(b) Speedway shall have no obligation to complete the Basin Finalization Work;

(c) on or before September 13, 2027, Speedway shall deliver to the County a cash payment in an amount equal to the security posted for the Basin Finalization Work (“**Cash Payment**”), which Cash Payment may be used by the County for any purpose, including, without limitation, completing or causing completion of the Basin Finalization Work; and

(d) within ten (10) days after receipt of the Cash Payment, the County shall release the security bond to Hillwood.

6. No Wavier. Nothing in this Agreement shall be construed as a waiver of any requirement under the Improvement Agreements, the Basin Improvement Plans, or law. Speedway remains fully obligated to complete all required improvements in accordance with such requirements.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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, 3rd 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.

12. 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.

13. 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
Title: Chair
Date: _____

APPROVED AS TO FORM:
LAURA FEINGOLD
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: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SPEEDWAY PROPERTY

Real property in an unincorporated area of the County of San Bernardino, State of California, described as follows:

TRACT 1:

LETTERED LOT B OF PARCEL MAP NO. 20478, AS SHOWN BY MAP ON FILE IN BOOK 263 OF PARCEL MAPS, PAGES 53 THROUGH 73, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS MAY HAVE BEEN AMENDED BY THAT CERTIFICATE OF CORRECTION EXECUTED BY MICHAEL E. JOHNSON, DATED AUGUST 05, 2025, RECORDED ON OCTOBER 17, 2025 AS INSTRUMENT NO. 2025-0252215 OF OFFICIAL RECORDS.

TRACT 2:

PARCEL "A" AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. PLLA-2025-00008A, AS EVIDENCED BY DOCUMENT RECORDED JULY 24, 2025 AS INSTRUMENT NO. 2025-0175856 AND CORRECTIVE CERTIFICATE OF COMPLIANCE NO. PLLA-2025-00008A DOCUMENT RECORDED AUGUST 28, 2025 AS INSTRUMENT NO. 2025-0208430, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "A" AND PARCEL 16 OF PARCEL MAP NO. 20478, AS SHOWN BY MAP ON FILE IN BOOK 263 OF PARCEL MAPS, AT PAGES 53 THROUGH 73, INCLUSIVE THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING, WITHIN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A";

THENCE SOUTH 00°06'53" WEST ALONG THE WESTERLY LINE OF SAID PARCEL MAP, A DISTANCE OF 424.77 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 60°17'51" EAST, A DISTANCE OF 125.73 FEET;

THENCE SOUTH 67°30'55" EAST, A DISTANCE OF 41.49 FEET;

THENCE SOUTH 85°43'42" EAST, A DISTANCE OF 65.32 FEET:

THENCE SOUTH 15°55'45" EAST, A DISTANCE OF 19.74 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF JEFF GORDON DRIVE (VARIABLE FULL-WIDTH), AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 374.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 16°35'54" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°43'59" AN ARC DISTANCE OF 63.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT "A";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE, ALONG THE EASTERLY LINE OF SAID LOT "A", THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 06°05'35" WEST, A DISTANCE OF 102.88 FEET;
- 2) NORTH 00°22'56" WEST, A DISTANCE OF 90.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 692.51] FEET;
- 3) NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°07'11", AN ARC DISTANCE OF 206.92 FEET;
- 4) NORTH 16°44'15" EAST, A DISTANCE OF 120.37 TO THE NORTHEAST CORNER OF SAID LOT "A";

THENCE NORTH 89°36'47" WEST ALONG THE NORTHERLY LINE OF SAID LOT "A", A DISTANCE OF 331.93 FEE TO THE POINT OF BEGINNING.

TRACT 3:

PARCEL "B" AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. PLLA-2025-00008B, AS EVIDENCED BY DOCUMENT RECORDED JULY 24, 2025 AS INSTRUMENT NO. 2025-0175858 AND CORRECTIVE CERTIFICATE OF COMPLIANCE NO. PLLA-2025-00008B DOCUMENT RECORDED AUGUST 28, 2025 AS INSTRUMENT NO. 2025-0208408, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "A" AND PARCEL 16 OF PARCEL MAP NO. 20478, AS SHOWN BY MAP ON FILE IN BOOK 263 OF PARCEL MAPS, AT PAGES 53 THROUGH 73, INCLUSIVE THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT "A";

THENCE SOUTH 00°06'53" WEST ALONG THE WESTERLY LINE OF SAID PARCEL MAP, A DISTANCE OF 424.77 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID WESTERLY LINE, SOUTH 60°17'51" EAST, A DISTANCE OF 125.73 FEET;

THENCE SOUTH 67°30'55" EAST, A DISTANCE OF 41.49 FEET;

THENCE SOUTH 85°43'42" EAST, A DISTANCE OF 65.32 FEET;

THENCE SOUTH 15°55'45" EAST, A DISTANCE OF 19.74 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF JEFF GORDON DRIVE (VARIABLE FULL-WIDTH), AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 374.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 16°35'54" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°48'11", AN ARC DISTANCE OF 286.31 FEET TO WESTERLY LINE OF SAID PARCEL MAP AND THE

EXHIBIT "A"

SOUTHWEST CORNER OF SAID PARCEL 16;

THENCE NORTH 00°06'53" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 275.93 FEET TO THE TRUE POINT OF BEGINNING.

For informational purposes only APNs:

0231-121-08-0-000 (Affects Tract 1)

0231-291-16-0-000 (Affects Tract 2)

0231-291-17-0-000 (Affects Tract 3)

EXHIBIT "B"

LEGAL DESCRIPTION OF THE FORMER SPEEDWAY PROPERTY

Real property in an unincorporated area of the County of San Bernardino, State of California, described as follows:

PARCELS 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23 AND 25 AND LETTERED LOTS 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, AS SHOWN BY MAP ON FILE IN BOOK 263 OF PARCEL MAPS, PAGES 53 THROUGH 73, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS MAY HAVE BEEN AMENDED BY THAT CERTIFICATE OF CORRECTION EXECUTED BY MICHAEL E. JOHNSON, DATED AUGUST 05, 2025, RECORDED ON OCTOBER 17, 2025 AS INSTRUMENT NO. 2025-0252215 OF OFFICIAL RECORDS.

For informational purposes only APNs:

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

EXHIBIT “C”

LEGAL DESCRIPTION OF THE PHASE 2 LAND

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 6, 7 AND 26 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, RECORDED ON JULY 30, 2024, AS DOCUMENT NO. 2024-0179613.

APNs: 0231-291-01-0-000 (Parcel 6)
 0231-291-02-0-000 (Parcel 7)
 0231-291-10-0-000 (Parcel 26)

EXHIBIT "D"

SITE PLAN

EXHIBIT “E”

INTERIM BASIN PLANS

