

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
*25-453*

SAP Number

## Department of Public Works – Special Districts

<b>Department Contract Representative</b>	Henry Mac, Operations Division Manager
<b>Telephone Number</b>	(909) 386-8822
<b>Contractor</b>	California Steel Industries, Inc.
<b>Contractor Representative</b>	Scott Morse
<b>Telephone Number</b>	
<b>Contract Term</b>	N/A
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	
<b>Cost Center</b>	
<b>Grant Number (if applicable)</b>	

Letter Agreement by and between California Steel Industries, Inc., and San Bernardino County, regarding maintenance of certain real property in connection with Speedway Commerce Center II development project.

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
 Aaron Gest, Deputy County Counsel		 David Doublet, Assistant Director
Date <u>06/16/25</u>	Date _____	Date _____



California Steel Industries, Inc.

1 California Steel Way

Fontana, CA 92433

951 750 8700

July 16, 2025

**VIA E-MAIL AND FEDERAL EXPRESS**

San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415  
Attention: Brandon Ocasio  
[brandon.ocasio@res.sbcounty.gov](mailto:brandon.ocasio@res.sbcounty.gov)

**RE: CONFIRMATION LETTER REGARDING MAINTENANCE OF  
PRIVATE SEWER FACILITIES**

Dear Mr. Ocasio:

California Steel Industries, Inc., a Delaware corporation ("**CSI**"), owns certain real property in an unincorporated area of the County of San Bernardino, State of California, more particularly described in Exhibit "A" attached hereto (the "**CSI Property**").

Speedway SBC Development, LLC, a Delaware limited liability company ("**Speedway**"), owns certain real property in an unincorporated area of the County of San Bernardino, State of California, more particularly described in Exhibit "B" attached hereto (the "**Speedway Property**"), which is adjacent to the CSI Property.

The Speedway Property currently uses an existing sewer system (the "**Existing Sewer System**"), which is located partially on the Speedway Property and partially on the CSI Property. Speedway maintains that portion of the Existing Sewer System located on the Speedway Property, and CSI maintains that portion of the Existing Sewer System located on the CSI Property. The Speedway Property, the CSI Property and the Existing Sewer System are shown on the site plan attached hereto as Exhibit "C" (the "**Site Plan**").

In connection with Speedway's redevelopment of the Speedway Property, Speedway and San Bernardino County, a political subdivision of the State of California ("**County**"), entered into: (1) that certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 1) dated June 11, 2024; (2) that certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 2) dated June 11, 2024; (3) that certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 3) dated June 11, 2024; (4) that certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 4) dated June 11, 2024; (5) that certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 5) dated June 11, 2024; and (6) that

certain Agreement for Construction and Maintenance of Improvements, Project: Sewer Improvements – Parcel Map No. 20478 (Improvement Area: 7) dated June 11, 2024 (collectively, the “**Improvement Agreements**”). Under the Improvement Agreements, Speedway must construct, among other improvements, those certain sewer improvements (“**Sewer 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 “**Sewer Improvement Plans**”).

The Speedway Property is located within Community Facilities District No. 2025-1 (Commerce Center II). Upon completion, the Sewer Improvements will be maintained by the County as managed by its Department of Public Works – Special Districts.

Speedway has requested that the County accept that portion of the Sewer Improvements located within the area designated as “Phase 1” on the Site Plan (the “**Phase 1 Sewer Improvements**”) before Speedway completes the entirety of the Sewer Improvements and while the Phase 1 Sewer Improvements are still connected to the Existing Sewer System. County is willing to do the same provided CSI confirms certain items for the County.

Towards that end, CSI hereby confirms and agrees as follows:

- (1) **Maintenance & Repair**. CSI shall, at its sole cost, shall maintain in good condition and repair that portion of the Existing Sewer System located on the CSI Property, so long as the Phase 1 Sewer Improvements are connected to the Existing Sewer System, and ensure the system remains fully operational and functional. This includes performing all necessary inspections, repairs, maintenance, and operational activities to preserve the sewer systems operation, function, and effectiveness.
- (2) **Self-Help Rights**. While the Phase 1 Sewer Improvements are connected to the Existing Sewer System, if CSI fails to maintain and repair that portion of the Existing Sewer System located on the CSI Property in good condition, and such failure affects the Phase 1 Sewer Improvements being maintained by the County, the County may provide CSI with written notice (“**Notice of Need Repair**”) of maintenance or repair work that needs to be performed to a portion of the Existing Sewer System located on the CSI Property (“**Repair Work**”). If CSI fails to complete the Repair Work within thirty (30) days (or, if the Repair Work cannot reasonably be completed in thirty (30) days, if CSI fails to commence the Repair Work within thirty (30) days and thereafter diligently pursue the same to completion), the County shall have the right, upon an additional five (5) days’ prior written notice to CSI, to enter upon the CSI Property to perform the Repair Work (at CSI’s sole cost). Notwithstanding the foregoing, in the event of an emergency (*i.e.*, imminent harm to persons or property), the County shall have the right to immediately enter upon the CSI Property to perform the Repair Work, and the County shall provide CSI written notice thereof as soon as reasonably practicable.

- (3) Term. The term of this Agreement (“Term”) shall commence on the date executed by all parties and shall expire on the date that the County accepts the entirety of the Sewer Improvements.
- (4) Insurance. CSI shall maintain the following insurance coverage throughout the contract term:
- Workers’ Compensation/Employers Liability – CSI shall maintain Workers’ Compensation insurance or a state-approved self-insurance program meeting all California Labor Code requirements, including Employer’s Liability coverage of \$250,000 for all personnel, including volunteers. If CSI has no employees, it may certify this to the County, and the Workers’ Compensation requirement may be waived by the County’s Director of Risk Management. Non-profit corporations must cover volunteers under Workers’ Compensation.
  - Commercial General Liability – CSI shall maintain General Liability insurance covering all operations, with a minimum combined single limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. Coverage shall include:
    - (a) Premises operations and mobile equipment
    - (b) Products and completed operations
    - (c) Broad form property damage (including completed operations)
    - (d) Explosion, collapse, and underground hazards
    - (e) Personal injury
    - (f) Contractual liability
  - Automobile Liability – CSI shall maintain primary auto liability coverage on an ISO Business Auto policy for all owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. If CSI transports non-employee passengers, coverage shall be increased to \$2,000,000. If CSI owns no vehicles, a non-owned auto endorsement to the General Liability policy is acceptable.
  - Umbrella Liability Insurance – CSI may use an umbrella or excess policy to meet required coverage limits. The umbrella policy shall cover bodily injury, property damage, personal injury, and advertising injury, and must include a “dropdown” provision for any uncovered primary liability. It shall also apply to automobile liability.
  - Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and



volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- **Waiver of Subrogation Rights** – CSI shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CSI and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. CSI hereby waives all rights of subrogation against the County.
  - **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
  - **Severability of Interests** – CSI agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CSI and the County or between the County and any other insured or additional insured under the policy.
- (5) **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.
- (6) **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.
- (7) **Notices.** All notices required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit



with the United States Postal Service; or (d) by e-mail, whereby delivery is deemed to have occurred when sent:

If to CSI: California Steel Industries, Inc.  
1 California Steel Way  
Fontana, CA 92335  
Attention: Scott Starr  
E-mail: [Scott.Starr@nucor.com](mailto:Scott.Starr@nucor.com)

If to 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](mailto:brandon.ocasio@res.sbcounty.gov)

This letter agreement (“**Agreement**”) shall be governed by and construed in accordance with the laws of the State of California. Each party will have the right of specific performance in connection with any breach of this Agreement.

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.

Please confirm your agreement with the above by executing below.

Sincerely,

“CSI”

CALIFORNIA STEEL INDUSTRIES, INC.,  
a Delaware corporation

By:   
Name: SCOTT STARR  
Title: DIRECTOR OPERATIONS QUALITY  
7/14/25



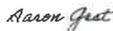
**ACKNOWLEDGED AND AGREED TO BY:**

**“COUNTY”**

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

By:   
By: Noel Castillo (Aug 4, 2025 13:17:49 PDT)  
Name: Noel Castillo  
Title: Director  
Date: 08/04/25

**APPROVED AS TO FORM:**

By:   
By: Aaron Gest  
Name: Aaron Gest  
Title: Deputy County Counsel  
Date: 08/03/25

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF CSI 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:

PARCEL NO. A: (APNs 0234-021-11-0-000, 0238-031-07-0-000 and 0231-121-05-0-000)

PARCEL 2 OF PARCEL MAP NO. 8682, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 89 OF PARCEL MAPS, PAGES 37 THROUGH 43, INCLUSIVE, RECORDS OF SAID COUNTY.

PARCEL NO. B: (APNs 0231-121-03-0-000 and 0231-121-04-0-000)

PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 9818, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 104 OF PARCEL MAPS, PAGES 88 TO 91, INCLUSIVE, RECORDS OF SAID COUNTY.

PARCEL NO. C:

THE FOLLOWING EASEMENTS WHICH WERE RESERVED IN THAT CERTAIN GRANT DEED, DATED AUGUST 17, 1984, WHEREIN GRANTOR IS THE GRANTOR AND CALIFORNIA STEEL INDUSTRIES, INC. IS THE GRANTEE, WHICH GRANT DEED WAS RECORDED IN THE RECORDS OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ON AUGUST 20, 1984, INSTRUMENT NO. 84-197915, OFFICIAL RECORDS, BUT ONLY TO THE EXTENT NECESSARY TO SERVE THE BUILDINGS WHICH ARE PRESENTLY LOCATED ON PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 9818, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND UP TO 700,000 SQUARE FEET OF ADDITIONAL BUILDINGS ON SUCH PARCELS.

(A) THE EASEMENT DESCRIBED IN SUBPARAGRAPH B.3(C) OF EXHIBIT "A" OF SUCH GRANT DEED;

(B) THE EASEMENTS DESCRIBED IN SUBPARAGRAPH B.3(D) OF EXHIBIT "A" OF SUCH GRANT DEED;



PARCEL NO. D:

A NONEXCLUSIVE EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES AS CONTAINED AND DEFINED IN QUITCLAIM AND AGREEMENT FOR SPECIFIC DESCRIPTION AND LOCATION OF EASEMENT, RECORDED MAY 24, 1990, INSTRUMENT NO. 90-204640, OFFICIAL RECORDS.

PARCEL NO. E:

A NONEXCLUSIVE EASEMENT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FOR THE USE OF ALL SANITARY SEWER, DOMESTIC WATER AND ELECTRICAL TRANSMISSION FACILITIES WHICH (A) NOW EXIST ON THE FOLLOWING DESCRIBED REAL PROPERTY AND (B) WHICH SERVE THE REAL PROPERTY DESCRIBED IN PARCEL NO. B ABOVE.

THE FOLLOWING REAL PROPERTY IS AFFECTED BY THE AFOREMENTIONED EASEMENT:

PARCEL 1 AND PARCEL 3 OF PARCEL MAP NO. 8682, AS RECORDED IN PARCEL MAP BOOK NO. 89, PAGES 37 TO 43, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

THE AFOREMENTIONED EASEMENT IS APPURTENANT TO THE REAL PROPERTY DESCRIBED IN PARCEL NO. B ABOVE.

(End of Legal Description)



## EXHIBIT "B"

### LEGAL DESCRIPTION OF THE SPEEDWAY PROPERTY

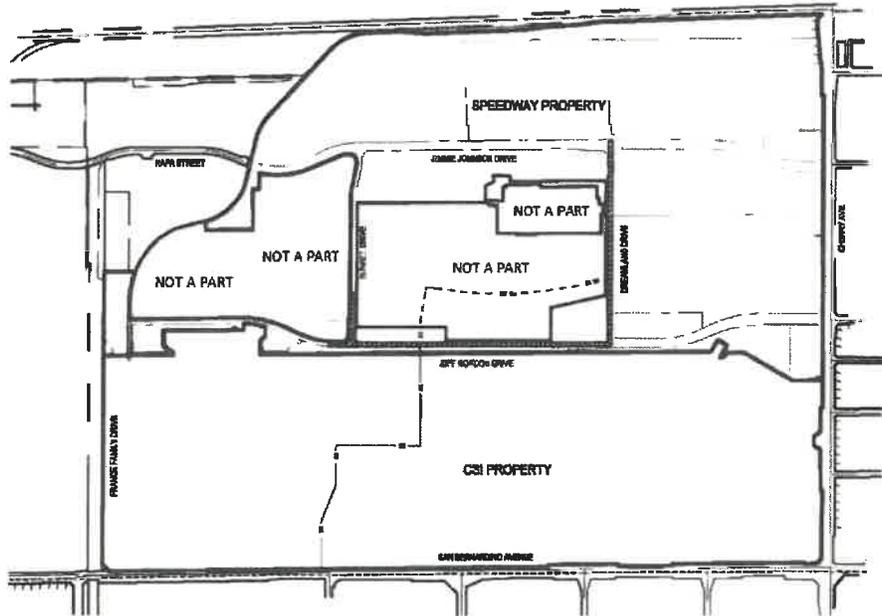
The land referred to herein below is situated in an unincorporated area of the County of San Bernardino, State of California, and is described as follows:

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.

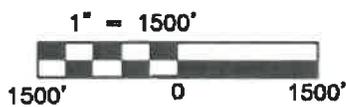
APNs: 0231-011-17-0-000 (Parcel 1)  
0231-011-18-0-000 (Parcel 2)  
0231-011-19-0-000 (Parcel 3)  
0231-011-20-0-000 (Parcel 4)  
0231-011-21-0-000 (Parcel 5)  
0231-121-06-0-000 (Parcel 10)  
0231-121-07-0-000 (Parcel 11)  
0231-011-24-0-000 (Parcel 12)  
0231-011-25-0-000 (Parcel 13)  
0231-011-26-0-000 (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 "C" - SITE PLAN



- EXISTING SEWER MAINTAINED BY IEUA
- EXISTING SEWER MAINTAINED BY CSI
- EXISTING SEWER TO BE MAINTAINED BY NASCAR
- PHASE 1 SEWER IMPROVEMENTS MAINTAINED BY COUNTY



**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3788 McCRAY STREET  
 RIVERSIDE CA 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1258

W.O. 2022-0074  
 SHEET 1  
 OF 1 SHEETS

H:\2022\22-0074\DRAWINGS\EXHIBITS\EXHIBIT H AND C (EX AND PROP SEWER).DWG 12/20/2024 10:30:06 AM Elizabethx



## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Public Works - Special Districts

Contact Name: Carlos Martinez Telephone: 909-386-8800

Agreement No.: 25-453 Amendment No.: \_\_\_\_\_ Date of Board Item 6/18/25 Board Item No.: 64

Name of Contract Entity/Project Name: California Steel Industries, Inc

**Explanation of request/Special Instructions:**

On June 18, 2025 (Item No 64) the Board of Supervisors approved the recommendation to delegate authority to the Chair of the Board of Supervisors, Chief Executive Officer, or the Director of the Department of Public Works to execute the Letter Agreement with California Steel Industries, Inc., as approved in Recommendation No. 2, following receipt of a fully signed and executed copy from California Steel Industries, Inc., subject to County Counsel review. Department of Public Works Noel Castillo will be signing the MOU.

**Insert check mark that the following required documents are attached to this request:**

- Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- Board Agenda item that delegated the authority

<b>Department Routed to County Counsel</b>	County Counsel Name: Aaron Gest	Date Sent: 7/17/25
<b>Reviewing County Counsel Use Only</b>	Review Date <u>7/25/25</u>  <u>Aaron Gest</u> Signature	<b>Determination:</b> <u>X</u> Within Scope of Delegated Authority ____ Outside Scope of Delegated Authority
<b>CAO-Special Projects Use Only</b>	Review Date <u>8/1/25</u>  <u>CMartin</u> Signature	<b>Disposition:</b> <u>X</u> Route for signature to: ____ Chair ____ CEO <u>✓</u> Department ____ Return to Department for preparation of agenda item