

ACQUISITION AGREEMENT AND ESCROW INSTRUCTIONS

In consideration of the mutual covenants and agreements herein set forth, Chino Center, Inc., a Delaware Corporation (hereinafter referred to as “**SELLER**”), agree(s) to sell and convey to San Bernardino County, a body corporate and politic (hereinafter referred to as “**BUYER**”) one or more easements (collectively, the “**EASEMENT**”) over one or more portions of the SELLER’s real property (collectively, the “**EASEMENT AREA**”), as described in the exhibit(s) attached hereto and made a part hereof. The EASEMENT to be acquired, with corresponding values, is summarized as follows:

Value of Well Facility Easement (4,073 SF):	=	\$348,242.00
Value of Periodic Staging Easement (3,705 SF):	=	\$166,725.00
Value of Access Easement (2,348 SF):	=	\$21,132.00
Value of Site Improvements (landscape/hardscape items):	=	\$56,328.00
Value of Temporary Construction Easement (5,996 SF [3 years]):	=	\$182,096.00
Value of Net Severance Damages (parking, irrigation, sound):	=	\$62,208.00

The total Just Compensation for the above EASEMENT is:

\$836,731.00

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. The parties have set forth the whole of their agreement herein (this “**Acquisition Agreement and Escrow Instructions**”). The performance of this Acquisition Agreement and Escrow Instructions constitutes the entire consideration for said EASEMENT and shall relieve the BUYER and its agent(s) of all further obligations or claims on this account or the BUYER’s project except as set forth in this Acquisition Agreement and Escrow Instructions, the Temporary Construction Easement and Grant of Easement and Agreement executed between the parties on even date with this Agreement.
2. BUYER agrees to pay SELLER for said EASEMENT and rights thereto the sum of **\$836,731** (EIGHT HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED THIRTY-ONE AND 00/100 DOLLARS), which sums shall be paid to SELLER in immediately available funds at close of escrow.
3. If there are any leases on all or any portion of the EASEMENT AREA exceeding 60 days, including extension options, then SELLER agrees, at no out of pocket cost to SELLER, to assist in procuring the subordination of said leases to the EASEMENT acquired under this Acquisition Agreement and Escrow Instructions.
4. As a material inducement to SELLER to enter into this Acquisition Agreement and Escrow Instructions and to convey the EASEMENT to BUYER, BUYER hereby acknowledges and agrees that:
 - a. **AS-IS.** BUYER is purchasing the EASEMENT in its existing condition, “AS-IS, WHERE-IS, WITH ALL FAULTS”, and upon the close of escrow has made or has waived all inspections and investigations of the EASEMENT AREA and its vicinity which BUYER believes are necessary to protect its own interest in, and its contemplated use of, the EASEMENT AREA. This AS-IS condition includes, without limitation, the condition of all asphalt, concrete, surfaces, infrastructure and utilities.
 - b. **No Representations.** Neither SELLER, nor any person or entity acting by or on behalf of SELLER, nor any direct or indirect, parent, member, partner, officer, director, shareholder or employee of SELLER or any of the foregoing, nor any agent, affiliate, successor or assign of SELLER or any of the foregoing (collectively, the “SELLER GROUP”) has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to BUYER upon which BUYER is relying, or in connection with which BUYER has made or will make any decisions concerning the EASEMENT or its vicinity including, without limitation, its use, condition, value, square footage, compliance with laws, existence or absence of Hazardous Substances, or the feasibility of all or any portion of the EASEMENT for the BUYER’s project.

"ENVIRONMENTAL LAWS" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, whether statutory or common law, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq. "HAZARDOUS SUBSTANCES" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), perfluorooctanoic acids, perfluorooctyl sulfonate and other perfluorinated chemicals, petroleum-based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

c. SELLER hereby specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of this Acquisition Agreement and Escrow Instructions, any aspect or element of the EASEMENT and any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the EASEMENT or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the EASEMENT or other items conveyed hereunder for any and all activities and uses which BUYER may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other Hazardous Substances) or compliance with applicable Environmental Laws; the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and the compliance of the EASEMENT or other items conveyed hereunder or its operation with any laws or regulations.

d. BUYER specifically acknowledges and agrees that BUYER has undertaken such inspections of the EASEMENT as BUYER deems necessary and appropriate and that BUYER is relying solely upon such investigations and not on any information provided to BUYER by or on behalf of SELLER.

e. As of the close of escrow, BUYER hereby fully and irrevocably release SELLER and its members, partners and predecessors in interest and each and every one of their respective past, present and future members, partners, shareholders, officers, directors, managers and principals ("**RELEASED PARTIES**") from any and all claims that the BUYER may have or thereafter acquire against SELLER and/or the RELEASED PARTIES for any cost, loss, liability, damage, expense, demand, action or cause of action ("**CLAIMS**") arising from or related to any matter of any nature relating to, the EASEMENT including, without limitation, the physical condition of the EASEMENT, any latent or patent construction defects, errors or omissions, compliance with law matters, Hazardous Substances and other environmental matters within, under or upon, or in the vicinity of the EASEMENT, including, without limitation, any Environmental Laws. The foregoing release by BUYER shall include, without limitation, any CLAIMS BUYER may have pursuant to any statutory or common law right BUYER may have to receive disclosures from SELLER. This release includes CLAIMS of which BUYER is presently unaware or which BUYER does not presently suspect to exist in its favor which, if known by BUYER, would materially affect BUYER'S release of the SELLER and/or the RELEASED PARTIES. In connection with the general release set forth in this section, BUYER specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER'S INITIALS

5. BUYER agrees to pay any escrow and recording fees incurred in this transaction; and, if title insurance is desired by the BUYER, to pay the premium charged therefor.

6. The closing of this transaction is contingent upon BUYER's written approval, or waiver, prior to close of escrow, of a Hazardous Substance Conditions Report ("**Report**") showing there are no Hazardous Substance Conditions affecting the EASEMENT AREA. Such Report will be obtained at BUYER's direction and expense. A "**Hazardous Substance**" for purposes of this Acquisition Agreement and Escrow Instructions is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, State or Local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Acquisition Agreement and Escrow Instructions is defined as the existence on, under or relevantly adjacent to the EASEMENT AREA of a Hazardous Substance that could require remediation and/or removal under applicable Federal, State or local law.

The purchase price of the EASEMENT acquired in this transaction reflects the fair market value of the EASEMENT AREA without the presence of a Hazardous Substance Condition. If the EASEMENT AREA is found to be contaminated by the presence of a Hazardous Substance Condition which requires remediation, mitigation or cleanup under Federal or State law, BUYER may elect to recover its remediation, mitigation and cleanup costs from those who caused or contributed to the contamination. SELLER agrees to grant to BUYER, but only to the extent necessary (SELLER may reserve equal or greater rights), any rights to require/recover remediation, mitigation or cleanup costs it may have against any person or entity, including but not limited to SELLER, who may have caused or contributed to such contamination.

7. POLITICAL CONTRIBUTIONS: SELLER has disclosed to the BUYER using Exhibit "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the BUYER'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 SELLER's proposal to the BUYER, or (2) 12 months before the date this contract was approved by the BUYER's Board of Supervisors. SELLER acknowledges that under Government Code section 84308, SELLER is prohibited from making campaign contributions of more than \$250 to any member of the BUYER's Board of Supervisors or other County-elected officer for 12 months after the BUYER's consideration of this contract.

In the event of a proposed further amendments to this contract, SELLER will provide the BUYER a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the BUYER'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 the SELLER or by a parent, subsidiary or otherwise related business entity of SELLER.

8. All terms and conditions with respect to this Acquisition Agreement and Escrow Instructions are expressly contained herein and SELLER agrees that no representative or agent of BUYER, has made any representation or promise with respect to the purchase of the EASEMENT or this Acquisition Agreement and Escrow Instructions not expressly contained herein.

TO: Any Reliable Escrow Company ("Escrow Holder")

BUYER agrees to purchase the EASEMENT referenced above and upon the terms and conditions described in this ACQUISITION AGREEMENT AND ESCROW INSTRUCTIONS for a total consideration of **\$836,731** (EIGHT HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED THIRTY-ONE AND 00/100 DOLLARS) and will deposit with an escrow company, of BUYER's choosing, said consideration for delivery to SELLER at close of escrow, together with any additional funds and/or instruments necessary to comply with the terms hereof, all of which Escrow Holder may use when Escrow Holder can issue a standard coverage form policy of title insurance [First American Title Company, Title Order No. 0623-5953547, dated May 23, 2019] with liability

not less than the amount stated as total consideration, showing the easement grant to BUYER, or assigns, subject to those encumbrances, approved in writing by BUYER, and such other encumbrances as are approved in writing by BUYER, which approvals shall not be unreasonably withheld. SELLER shall have no obligation to cure any encumbrances not acceptable to BUYER.

Escrow Holder shall make all disbursements by Escrow Holder check. All funds received in this escrow shall be deposited in one or more of Escrow Holder's general escrow accounts with any bank doing business in the State of California and may be transferred to any other general escrow account(s). The expression "**close of escrow**" means the date on which the easement grants conveying the EASEMENT to BUYER are recorded in the official records of the County of San Bernardino. Close of escrow shall be on that date that is 90 days after the full execution of this Acquisition Agreement and Escrow Instructions, or sooner, provided all parties agree to the earlier closing and the title insurer is prepared to issue the policy of title insurance as described in the preceding paragraph. All adjustments are to be made on the basis of a thirty-day month. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized. Escrow Holder shall furnish a copy of these instructions, amendments thereto, closing statements and/or documents deposited in this escrow to the lenders, real estate broker(s) and/or the attorney(s) involved in this transaction upon request of such lenders, brokers, or attorneys. Should Escrow Holder before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Holder shall have the right to discontinue any and all further acts on Escrow Holder's part until each conflict is resolved to Escrow Holder's satisfaction, and Escrow Holder shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by Escrow Holder in connection with, or arising out of this escrow, including but without limiting the generality of the foregoing, a suit in interpleader brought by Escrow Holder. In the event Escrow Holder file a suit in interpleader, Escrow Holder shall *ipso facto* be fully released and discharged from all obligations imposed on Escrow Holder by this Acquisition Agreement and Escrow Instructions and under the escrow provided for herein.

Time is declared to be of the essence of these instructions. If Escrow Holder is unable to comply with the time specified herein and such additional time is required to make examination of the official records, Escrow Holder will return all documents, money, or property to the party entitled thereto upon satisfactory written demand and authorization. Any amendment of and/or supplement to any instructions must be in writing. This Acquisition Agreement and Escrow Instructions and amendments hereto may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same agreement and instruction.

In the event BUYER, SELLER, and/or assigns, utilize "Facsimile" transmitted instructions or electronic copies of instructions (scanned images, etc.), Escrow Holder is instructed to rely and act upon such instruction in the same manner as if original signed instructions were in the possession of Escrow Holder and BUYER and/or SELLER herein agree to forward signed hard copies of instructions within 48 hours of transmission. Escrow Holder shall have no liability to any party for relying upon facsimile or electronic instructions which were erroneously transmitted to Escrow Holder. BUYER and SELLER agree that when necessary to permit compliance with closing instruction, Escrow Holder may rely on facsimile- or electronically-transmitted demands. BUYER and SELLER further acknowledge and agree that documents necessary for recording with non-original (facsimile or electronic) print and/or signatures will not be accepted for recording by the County Recorder, thus delaying the close of escrow.

Parties to this transaction are aware and understand that as a result of the passage of the Tax Reform Act of 1986 which added Section 6045(e) to the Internal Revenue Code, the SELLER in this transaction is to deposit, prior to close of escrow, certain information including all sellers' names and tax identification numbers, and that the closing of this transaction will be delayed in the event escrow has not received same from SELLER prior to close of escrow. Escrow Holder will forward information as required by above Internal Revenue Code Section on forms as prescribed therein.

In order to comply with Section 1445 of the Internal Revenue Code; and Sections 18805 and 26131 of the California Revenue and Taxation Code, SELLER will complete and deposit into escrow the documents provided by the Escrow Holder required by the above referenced code sections. In the event SELLER fails to complete and deposit into escrow such documents, SELLER hereby consents to the withholding by the Escrow Holder of proceeds in the amounts specified in the applicable sections of the Internal Revenue Code and the California Revenue and Taxation Code.

ANY RELIABLE ESCROW COMPANY serves only as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto. Escrow Holder shall not be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder. The agency and duties of Escrow Holder commence only upon receipt of copies of this instruction executed by all parties.

At the close of escrow, Escrow Holder shall deliver all documents, including a Conformed Copy of the recorded easement grant(s), to the San Bernardino County Real Estate Services Department.

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing ACQUISITION AGREEMENT and ESCROW INSTRUCTIONS shall become effective and contractually binding only upon full execution hereof by the parties, at which time, SELLER and BUYER will deliver to Escrow Holder the papers, instruments and/or funds required within the time limit specified herein; and Escrow Holder is authorized to deliver said funds and documents to the appropriate parties at such time that Escrow Holder can issue Escrow Holder's policy of title insurance as set forth above. SELLER further agrees to pay any personal property taxes properly chargeable to SELLER. Escrow Holder is also instructed to pay from the amount shown as the total consideration above any other charges to which the parties have agreed.

SELLER:

Chino Center, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

BUYER: San Bernardino County

By: _____ Date _____
Dawn Rowe, Chair, Board of Supervisors

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
San Bernardino County

By _____ Deputy

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Acquisition Agreement and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2024

Escrow Company

By: _____

Name: _____

Title: _____

Exhibit 1

EW-10 Permanent Easements

(exhibit starts on following page)

RECORDING REQUESTED BY:

San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code
Sections 6103 and 27383

Recordation required to complete chain of title

CITY OF CHINO
A.P.N. 1056-371-08 (ptn)

GRANT OF EASEMENT AND
AGREEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11000 (Airports)

This GRANT OF EASEMENT AND AGREEMENT
("Agreement") is made and entered into by and between Chino Center, Inc., a Delaware corporation
("Grantor") and San Bernardino County, a body corporate and politic ("Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property, consisting of approximately 31.46 acres
of improved land ("Grantor Property") with an address of 16388 Fern Avenue, Chino, CA 91710 and
commonly identified as APN 1056-371-08, as the Grantor Property is more particularly described in
Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Grantee is subject to Cleanup and Abatement Order No. R8-2017-0011 dated January 11,
2017, as may be amended from time to time ("Order") issued by the California Regional Water
Quality Control Board, Santa Ana Region ("Water Board") regarding groundwater remediation at and
near the County operated Chino Airport in Chino, California; and

WHEREAS, Grantee's acquisition of easements in, on, over, under, and across certain portions of
Grantor Property, as more specifically set forth in this Agreement, is necessary for the public health,
safety and welfare and to implement a remedial action plan pursuant to the Order and approved by the
Water Board known as the Chino Airport Groundwater Remedial Project ("Project").

EASEMENT AND AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by
reference, the mutual covenants and agreements set forth in this Agreement and for other good and
valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, effective as
of the date the last of the parties executes this Agreement, Grantor and Grantee hereby agree as
follows:

1. _____ Grant of Easements. Grantor hereby grants and conveys to
Grantee the following perpetual easements for use by the Grantee and its officers, employees,
contractors, consultants, and agents (collectively, "Grantee Agents"):

a. _____ Well Facility Easement. An exclusive easement
("Well Facility Easement") in, on, over, under, and across a certain portion of the Grantor Property

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comprising approximately 4,073 square feet (“**Well Facility Easement Area**”), as more particularly described in the legal description attached as **Exhibit “B-1”** and as depicted in the plat attached as **Exhibit “B-2,”** which exhibits are incorporated herein by reference, to construct, re-construct, install, access, use, operate, inspect, monitor, sample, test, maintain, repair, replace, rehabilitate, refurbish, enlarge, upgrade, relocate, remove, destroy, seal, and close a well facility to Grantee’s specifications (collectively, “**Easement Work**”), consisting of one (1) or more extraction wells (whether above-ground or below ground) and any necessary pipelines, fixtures, control panels, lighting, antennas, appurtenances, walls, fencing, and barriers (collectively, the “**Well Facility**”) for groundwater remediation:

b. **Access Easement.** A non-exclusive easement (“**Access Easement**”) in, on, over, and across a certain portion of the Grantor Property comprising approximately 2,348 square feet (“**Access Easement Area**”), as more particularly described in the legal description attached as **Exhibit “C-1”** and as depicted in the plat attached as **Exhibit “C-2,”** which exhibits are incorporated herein by reference, for unobstructed access to the Well Facility Easement Area.

c. **Periodic Staging Easement.** An exclusive easement (“**Periodic Staging Easement**”) in, on, over, and across certain portions of the Grantor Property, comprising one area of approximately 2,348 square feet and one area of approximately 1,357 square feet for a total of approximately 3,705 square feet (“**Periodic Staging Easement Areas**”), as more particularly described in the legal description attached as **Exhibit “D-1”** and as depicted in the plat attached as **Exhibit “D-2,”** which exhibits are incorporated herein by reference, to temporarily place, stage, stockpile, and store personal property, including but not limited to trailers, well maintenance rigs and support vehicles, water storage tanks, walls, fencing, and barriers, machinery, equipment, tools, dirt, and materials, related to the maintenance, repair, replacement, rehabilitation, refurbishment, enlargement, upgrade, construction, reconstruction, relocation, removal, destruction, sealing, and closure of the Well Facility. Except due to an Exception Event (as later defined), Grantee and Grantee Agents shall have the right to use the Periodic Staging Easement Areas for recurring periods not to exceed eight (8) consecutive weeks each unless such period is extended by written agreement of the parties (each a “**Use Period**”) with the first Use Period to occur upon written notice to Grantor and each Use Period thereafter to occur not more than once every three (3) years from the commencement date of the immediately preceding Use Period (“**Use Interval**”). Grantee shall provide Grantor with not less than ten (10) business days’ written notice prior to the commencement date of each Use Period. On or prior to the commencement date of each Use Period, Grantor shall, at Grantor’s sole cost and expense, remove or cause the removal any and all vehicles and other personal property located within the Periodic Staging Easement Areas as needed to provide Grantee and Grantee Agents with exclusive use of such area for the duration of the subject Use Period. Grantor agrees that Grantee and Grantee Agents may, but shall not be obligated to, block off the Periodic Staging Easement Areas for the duration of each Use Period. Grantee and Grantee Agents shall remove all of its personal property from the Periodic Staging Easement Areas at the end of each Use Period and restore the Periodic Staging Easement Area to substantially its condition existing prior to the Term, reasonable wear and tear excluded. Notwithstanding anything to the contrary in this Agreement, in the event that Grantee determines that use of the Periodic Staging Easement Areas is necessary due to an emergency situation, a major failure of the Well Facility, or direction from the Water Board or other regulatory agencies (each an “**Exception Event**”), the Use Period and Use Interval limitations set forth in this subsection shall not apply and Grantee and Grantee Agents shall have the right, without prior written notice, to use the Periodic Staging Easement Areas for so long as is reasonably necessary to resolve the Exception Event without waiting until the next applicable Use Period or Use Interval or impacting the calculation of any subsequent Use Period or Use Interval. In such Exception Event(s), Grantee shall provide Grantor with written notice as soon as reasonably possible in the circumstances.

~~d. Reserved.~~

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~~e. Unless otherwise individually identified, the Well Facility Easement, the Access Easement, and the Periodic Staging Easement shall collectively be referred to as "Easements." Unless otherwise individually identified, the Well Facility Easement Area, the Access Easement Area, and the Periodic Staging Easement Areas shall collectively be referred to as "Easement Areas."~~

~~f. Grantor agrees that Grantor shall not grant or convey any additional easements or other rights in and to the Easement Areas to any third parties nor construct or permit to be constructed any permanent or temporary building, structure, or other obstacle on the Easement Areas that would interfere with the rights granted to Grantee and Grantee Agents in this Agreement. Grantee and Grantee Agents shall have the right to trim, cut, and remove any trees, limbs, branches, shrubs, plants, and other landscaping located in the Easement Areas that, in the reasonable opinion of Grantee or Grantee Agents, may damage the Well Facility or would materially and adversely interfere with the exercise of the rights herein granted to Grantee and Grantee Agents.~~

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~~2. Maintenance of Easement Areas. Grantee shall, at its sole cost and expense, keep the Well Facility Easement Area free of debris and trash. After each use of the Periodic Staging Easement Area, Grantee and Grantee Agents shall remove all personal property from the Periodic Staging Easement Areas and leave said area free of debris and trash, repair any damage caused by Grantee, and restore the area to substantially the condition it was in prior to the exercise of Grantee's rights under this Agreement, reasonable wear and tear excluded. In the event Grantee fails to maintain the Easement Areas as required by this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to perform such work and Grantee shall be responsible for reimbursing Grantor for such expenses that are reasonably incurred by Grantor within sixty (60) days of written demand, which shall include supporting documentation for such expenses.~~

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~~3. Relinquishment. In the event Grantee determines that it no longer requires the use of the Easement Areas, Grantee shall provide written notice to Grantor of the date on which this Agreement shall terminate. On or before the termination date, Grantee shall, without cost to Grantor, remove the Well Facility and return the Well Facility Easement Area to Grantor in a clean and tidy condition, repair any damage caused by Grantee, and restore the area to substantially the condition it was in prior to the exercise of Grantee's rights under this Agreement, wear and tear excluded. Grantee shall deliver to Grantor a quitclaim of Grantee's rights under this Agreement, effective as of the termination date. For avoidance of doubt, the parties agree that the term "restore" as used in this Agreement shall exclude any obligation whatsoever by the Grantee to restore: (i) the following improvements on the Easement Areas for which Grantor acknowledges receipt of adequate compensation: five 36" box trees, five 48" box trees, three 60" box trees, 58 15-gallon shrubs, 109 lineal feet of climbing ivy, 2,265 square feet of bushes/groundcover, 5,940 square feet of irrigation, 36 ornamental grass, and 112 lineal feet of 40" tall, 2 rail vinyl fencing; (ii) three additional trees, shrubs, groundcover, and irrigation within the Well Facility Easement Area and vinyl fencing outside of the Well Facility Easement Area, which the parties agree are replaced in kind; and (iii) a Grantor's tenant's signage, which is relocated to an agreed location outside of the Easement Areas, to its original location.~~

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~~4. Insurance. Prior to entering onto any Easement Areas and at all times during the term of this Agreement, Grantee shall carry (or Grantee shall cause Grantee~~

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Agents accessing the Easement Areas to carry) (i) Workers' Compensation insurance as required by law, and (ii) Commercial General Liability insurance with commercially reasonable limits. Grantor shall be included as an additional insured, covering the insured against claims of bodily injury, personal injury and property damage arising from the negligent acts or omissions of Grantee (or such Grantee Agent, as the case may be) in accessing or performing any work on the Easement Areas. Prior to entering onto the Easement Areas, certificates of such insurance shall be furnished to Grantor, and such insurance shall be maintained during the entirety of this Agreement. In the event Grantee fails to maintain the insurance as required by this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to obtain such coverage and Grantee shall be responsible for reimbursing Grantor for such premiums that are reasonably incurred by Grantor within sixty (60) days of demand, which shall include supporting documentation for such premiums.

5. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor and its successors and assigns from and against any and all claims, damages, awards, judgments, liabilities, obligations, costs and expenses incurred by Grantor and its successors and assigns and to the extent: (i) resulting from the acts or omissions of Grantee, and/or its and their respective officers, directors and/or Grantee Agents and (ii) arising out of or in connection with any entry on or under the Easement Areas by Grantee or Grantee Agents and/or the Grantee's improvements located thereon pursuant to this Agreement or the Grantee's performance of the Project. The indemnification provisions set forth in this Section 5 shall (i) survive the expiration or earlier termination of the Agreement, (ii) relinquishment of the Easements and (iii) not be limited by the insurance requirements set forth in this Agreement. Grantee hereby assumes all risk of damage to property or injury to persons in, upon or about the Easement Areas from any cause relating to or arising from the Easements or any work performed by or on behalf of Grantee, and agrees that Grantor and the other indemnitees shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property, which damage is sustained by Grantee or by other persons claiming through Grantee except to the extent caused by the gross negligence or willful misconduct of Grantor or any of the other indemnitees. Grantee accepts the Easement Areas in their existing AS IS; WHERE IS condition.

6. No Liens. If any lien shall at any time be filed against the Grantor Property by reason of work, labor, services or materials furnished by, for or to Grantee, or to anyone acting through or under Grantee, then if Grantee does not dispute the lien, Grantee will cause the lien to be discharged within sixty (60) days after Grantor receives notice of the lien but in any event prior to foreclosure proceedings. If Grantee disputes the lien, Grantee shall within sixty (60) days after the lien has been filed (but in any event prior to the commencement of foreclosure proceedings), bond or post adequate security reasonably satisfactory to Grantor over such lien prior to the commencement of any foreclosure proceedings. The provisions set forth in this Section 6 shall survive the expiration or earlier termination of the Agreement. In the event Grantee fails to comply with the requirements of this section of this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to satisfy such liens and Grantee shall be responsible for reimbursing Grantor for such payments that are reasonably incurred by Grantor within sixty (60) days of demand, which shall include supporting documentation for such expenses.

7. Default and Remedies.

a. Default. Except where a different time period is specified elsewhere in this Agreement, Grantee will be in default hereunder (an "Event of Default") if Grantee fails to perform or comply with any other covenant, agreement or condition contained in this

Agreement and does not cure such failure within twenty (20) calendar days after receipt of a written notice of default from Grantor (or if such default is of a nature which cannot reasonably be cured within the different time period specified or twenty (20) calendar days, as applicable, then an Event of Default shall occur if Grantee does not cure such failure within such longer period of time as is reasonably necessary to cure such default, provided that Grantee undertakes in good faith to commence such cure within the different time period specified or twenty (20) calendar days, as applicable, after receipt of a written notice of default and diligently prosecutes such cure to completion).

b. Remedies. If Grantee commits an Event of Default hereunder (beyond any applicable notice and cure period), Grantor may exercise any right or remedy which it may have under this Agreement or otherwise available at law or in equity or by statute, including, without limitation, exercising self help and injunctive relief. All rights and remedies of Grantor shall be cumulative and non-exclusive and shall survive the termination of this Agreement, subject to applicable statutes of limitation, or as otherwise limited by this Agreement.

8. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, delivered by reputable overnight courier service, or sent by postage prepaid, first class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by reputable overnight courier service or by postage pre-paid, first class United States mail, certified or registered, return receipt requested. Any notices received after 5:00 pm on a business day shall be deemed effective on the immediately following business day.

To Grantor: Chino Center, Inc., a Delaware corporation
Attn: Director of Investment Management
620 Newport Center Drive, Suite 300
Newport Beach, CA 92660

To Grantee: San Bernardino County
Attn: Director, Department of Airports
777 East Rialto Avenue
San Bernardino, CA 92415

with a copy to:

San Bernardino County
Attn: Director, Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415

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9. ~~Covenant Running with Land.~~ This Agreement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the Grantor Property and shall be binding upon and shall benefit all successors and assigns of Grantor and Grantee respectively.

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10. ~~Amendments.~~ This Agreement may only be amended by a writing executed by both Grantor and Grantee and recorded in the Official Records of the County of San Bernardino.

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11. ~~Authorized Signatory.~~ Each person signing this Agreement on behalf a party represents that he or she is duly authorized to execute this Agreement on behalf of its respective party.

12. ~~Attorneys' Fees.~~ In the event of any action between the parties hereto for breach of or to enforce any provision or right hereunder, each party, including the prevailing party in such action, shall pay all of its own costs and expenses expressly including, but not limited to, its own attorneys' fees incurred in connection with such action.

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

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[SIGNATURES ON THE FOLLOWING PAGE]

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~~IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement and Agreement on the day and year written below and have agreed to be bound by the terms and provisions hereof.~~

GRANTOR: _____

~~Chino Center, Inc.
a Delaware corporation~~

~~By: _____
Name: _____
Title: _____
Date: _____~~

GRANTEE:

~~San
Bernardino
County~~

~~By: _____~~

~~Name: Dawn Rowe~~

~~Title: Chair, Board of Supervisors~~

~~Date: _____~~

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Exhibit A
Grantor Property—Legal Description

Real property in the City of Chino, County of San Bernardino, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 18625, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 241, PAGES 35 THROUGH 40, INCLUSIVE, OF PARCEL MAPS.

EXCEPTING THEREFROM 1/2 OF ALL OIL RIGHTS AND GAS RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING AND BEING WITHIN OR UNDER PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED TO HELEN MARTNER, RECORDED MARCH 3, 1936 IN BOOK 1126 PAGE 85 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND AS RESERVED IN DEED TO LEO DEZOETE, ET UX., RECORDED MARCH 30, 1950 IN BOOK 2553 PAGE 314 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, AND MINERAL RIGHTS IN AND TO SAID LAND, RESERVED IN THE DEED FROM LEONARD H. CROFOOT, ETAL RECORDED AUGUST 14, 1951 IN BOOK 2808 PAGE 591, OFFICIAL RECORD.

ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LANDS, WITH RIGHT OF SURFACE INGRESS AND EGRESS AND WELL SITE LOCATIONS, AS RESERVED IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED AUGUST 27, 1952 IN BOOK 3011, PAGE 238 OFFICIAL RECORDS AND IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED NOVEMBER 12, 1953 IN BOOK 3275 PAGE 86 OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES AS CONTAINED IN THE EXECUTOR'S DEED FILED FOR RECORDING DECEMBER 7, 1953.

APN: 1056 371 08 0 000

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Exhibit B-1

Well Facility Easement Area—Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-10

WELL FACILITY EASEMENT AREA

All the portions of real property situated in the City of Chino, County of San Bernardino, State of California, contained with in Section 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 53.64 feet;

Thence leaving said centerline North 18°08'24" West a distance of 47.01 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING**.

Thence westerly along the northerly right of way line of Pine Avenue and parallel to said centerline South 71°51'36" West a distance of 51.65 feet;

Thence continuing along said northerly right of way line North 64°18'16 West a distance of 55.41 feet;

Thence leaving said northerly right of way line along the following five (5) courses:

- 1) North 23°09'00" West a distance of 44.01 feet;
- 2) North 89°10'53" East a distance of 37.20 feet;
- 3) South 23°10'26" East a distance of 32.89 feet;
- 4) North 71°51'36" East and parallel with said centerline a distance of 57.06 feet;
- 5) South 18°08'24" East a distance of 38.38 feet to the **TRUE POINT OF BEGINNING**.

Containing 4073 square feet more or less.



Legal Description prepared by or under the supervision of:

A handwritten signature in cursive script that reads "Daniel C. Helt".

Daniel C. Helt
P.L.S. 8925

Date 9/24/2021

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Exhibit B-2
Well Facility Easement Area Plat

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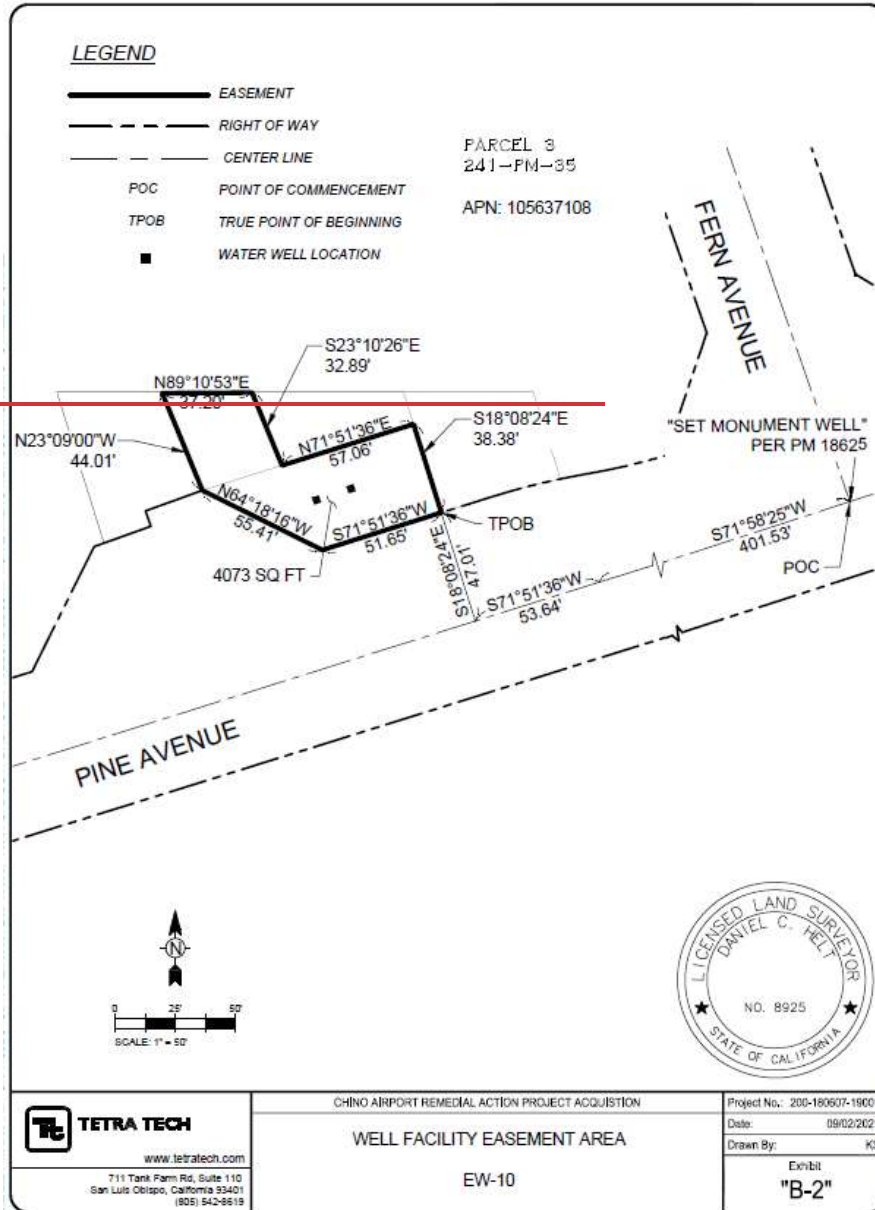


Exhibit C-1

Access Easement Area—Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-10

WELL ACCESS EASEMENT AREA

All the portions of real property situated in the City of Chino, County of San Bernardino, State of California, contained with in Section 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

Parcel 1

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 190.75 feet;

Thence leaving said centerline North 18°01'35" West a distance of 76.81 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 1.

Thence leaving said Right of Way continuing North 18°01'35" West a distance of 65.32 feet;

Thence North 89°10'53" East a distance of 43.33 feet;

Thence South 23°09'00" East a distance of 44.01 feet to said northerly Right of Way;

Thence along said Right of Way the following three (3) courses:

- 1) South 69°31'53" West a distance of 25.00 feet;
- 2) South 20°28'07" East a distance of 6.72 feet;
- 3) South 69°31'53" West a distance of 20.65 feet to the **TRUE POINT OF BEGINNING**.

Containing 2348 square feet more or less.



Legal Description prepared by or under the supervision
of:

A handwritten signature in cursive script that reads "Daniel C. Helt".

Daniel C. Helt
P.L.S. 8925

Date 9/24/2021

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Exhibit C-2
Access Easement Area — Plat

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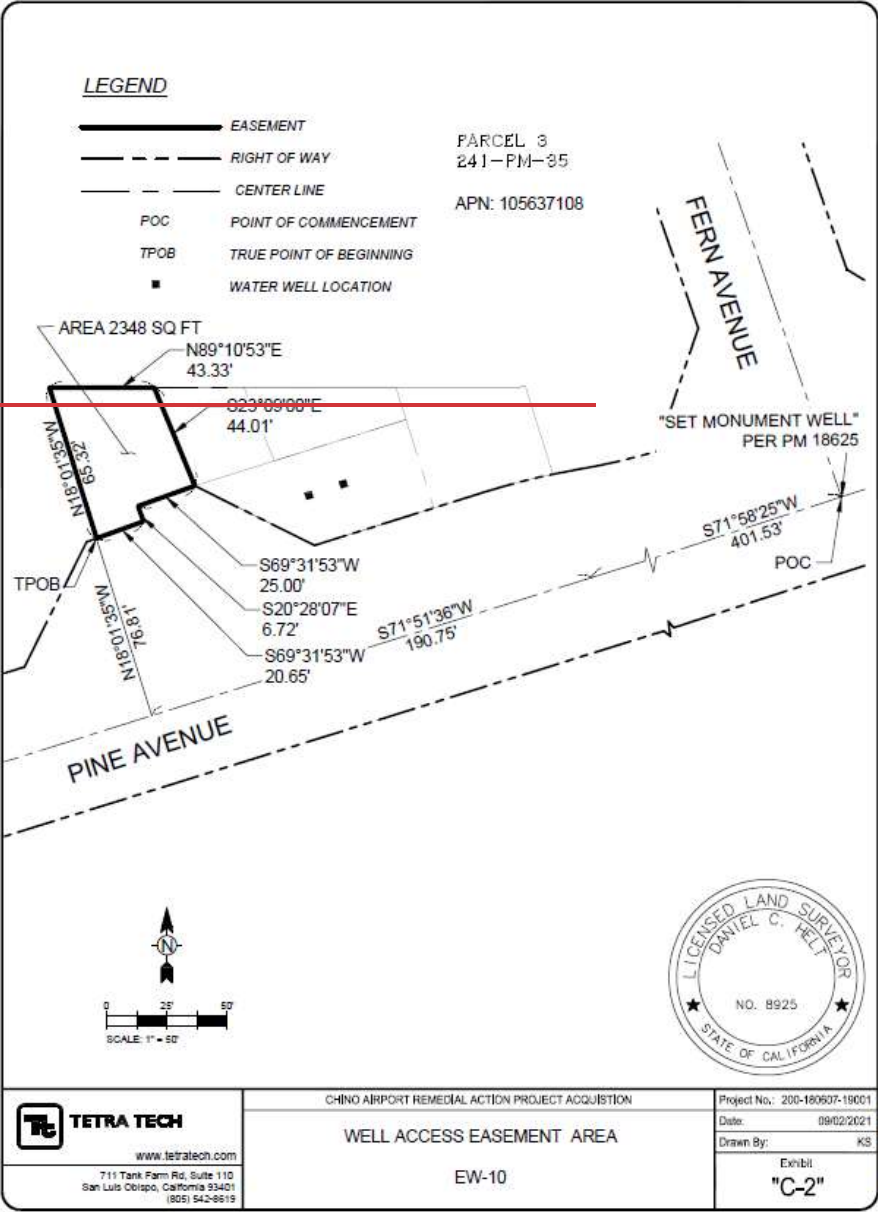


Exhibit D-1

Periodic Staging Easement Areas—Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-10

PERIODIC STAGING EASEMENT AREA

All the portions of real property situated in the City of Chino, County of San Bernardino, State of California, contained with in Section 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

Parcel 1

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 190.75 feet;

Thence leaving said centerline North 18°01'35" West a distance of 76.81 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 1.

Thence leaving said right of way, continuing North 18°01'35" West a distance of 65.32 feet;

Thence North 89°10'53" East a distance of 43.33 feet;

Thence South 23°09'00" East a distance of 44.01 feet to said northerly Right of Way;

Thence along said Right of Way the following three (3) courses

- 1) South 69°31'53" West a distance of 25.00 feet;
- 2) South 20°28'07" East a distance of 6.72 feet;
- 3) South 69°31'53" West a distance of 20.65 feet to the **TRUE POINT OF BEGINNING**.

Containing 2348 square feet more or less.

Parcel 2

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 53.64 feet;

Thence leaving said centerline North 18°08'24" West a distance of 85.38 feet to the **TRUE POINT OF BEGINNING** of Parcel 2.

Thence South 71°51'36" West and parallel with said centerline a distance of 57.06 feet;

Thence North 23°10'26" West a distance of 32.89 feet;

Thence North 89°10'53" East a distance of 62.80 feet;

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Thence South 18°08'24" East a distance of 14.07 feet to the **POINT OF BEGINNING**.
Containing 1357 square feet more or less.



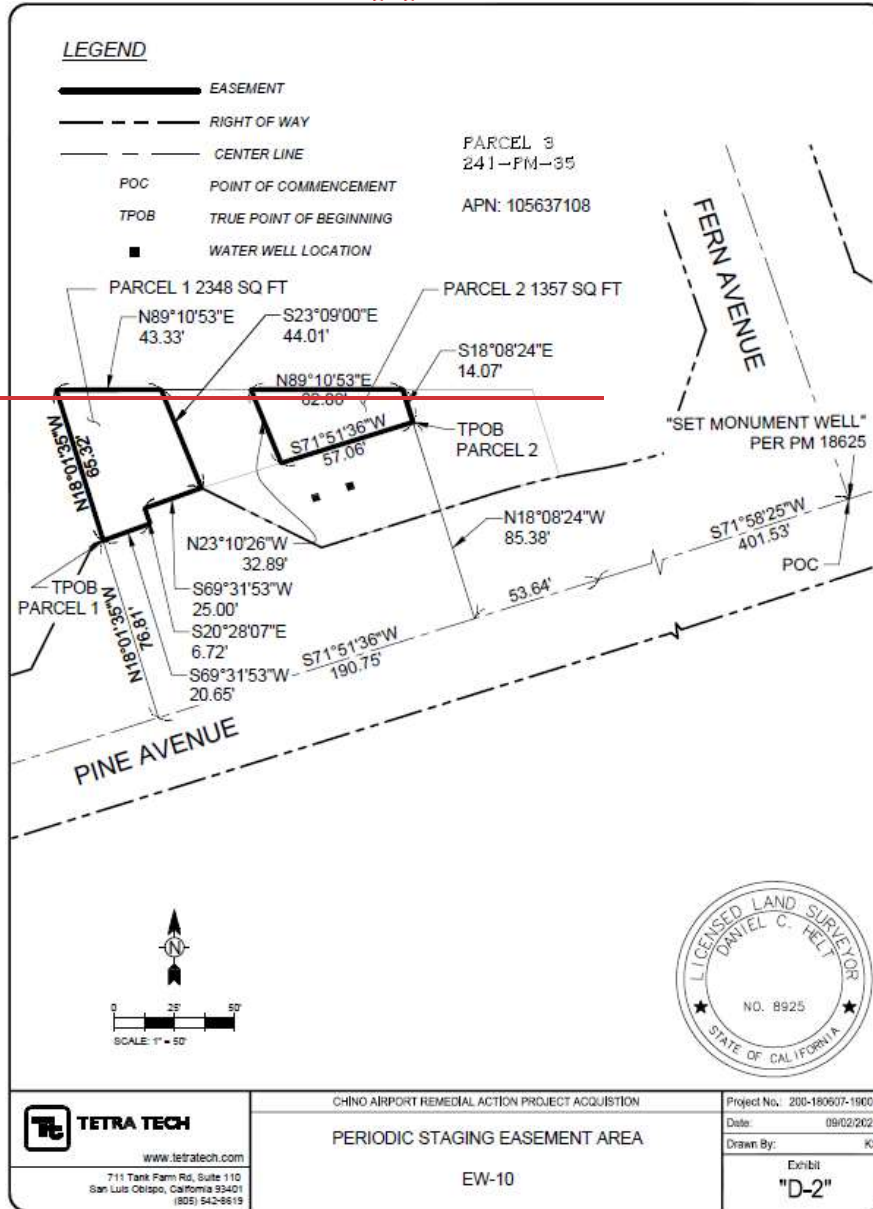
Legal Description prepared by or under the supervision
of:

A handwritten signature in cursive script that reads "Daniel C. Helt".

Daniel C. Helt
P.L.S. 8925

Date 9/24/2021

Exhibit D-2
Periodic Staging Easement Areas—Plat



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Exhibit 2

EW-10 TCE

(exhibit starts on following page)

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER:

Record without fee subject to Govt. Code
Sections 6103 and 27383
Recordation required to complete chain of title

CITY OF CHINO
A.P.N. - 1056-371-08 (ptn)

**TEMPORARY
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00
Dept. Code : 11000 (Airports)

This TEMPORARY CONSTRUCTION EASEMENT
("TCE") is made and entered into by and between Chino Center, Inc., a Delaware corporation
("Grantor") and San Bernardino County, a body corporate and politic ("Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property, consisting of approximately 31.46 acres
of improved land ("Grantor Property") with an address of 16388 Fern Avenue, Chino, CA 91710 and
commonly identified as APN 1056-371-08, as the Grantor Property is more particularly described in
Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Grantee is subject to Cleanup and Abatement Order No. R8-2017-0011 dated January 11,
2017, as may be amended from time to time ("Order") issued by the California Regional Water
Quality Control Board, Santa Ana Region ("Water Board") regarding groundwater remediation at and
near the County operated Chino Airport in Chino, California; and

WHEREAS, Grantee's acquisition of a TCE in, on, over, under, and across certain portions of Grantor
Property, as more specifically set forth in this TCE, is necessary for the public health, safety and
welfare and to implement a remedial action plan pursuant to the Order and approved by the Water
Board known as the Chino Airport Groundwater Remedial Project ("Project").

TEMPORARY CONSTRUCTION EASEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by
reference, the mutual covenants and agreements set forth in this TCE and for other good and valuable
consideration, the receipt and legal sufficiency of which is hereby acknowledged, effective as of the
date the last of the parties executes this TCE, Grantor and Grantee hereby agree as follows:

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1. ~~Grant of Easement.~~ Grantor hereby grants and conveys to Grantee the following temporary construction easement for use by the Grantee and its officers, employees, contractors, consultants, and agents (collectively, "**Grantee Agents**");

a. ~~Temporary Construction Easement.~~ A temporary construction easement ("**TCE**") in, on, over, and across certain portions of the Grantor Property comprising one area of approximately 2,348 square feet and one area of approximately 3,648 square feet for a total of approximately 5,996 square feet ("**TCE Area**"), as more particularly described in the legal description attached as ~~Exhibit "B-1"~~ and as depicted in the plat attached as ~~Exhibit "B-2,"~~ which exhibits are incorporated herein by reference, to temporarily place, stage, stockpile, and store personal property, including but not limited to trailers, well maintenance rigs and support vehicles, water storage tanks, walls, fencing, and barriers, machinery, equipment, tools, dirt, and materials during the construction and installation of a well facility for groundwater remediation on the Well Facility Easement Area (as defined in the Grant of Easement entered into by Grantor and Grantee on even date with this TCE ("**Easement**")), which is located on a separate portion of the Grantor Property.

b. ~~Term of Grant.~~ The TCE shall remain in effect for a period of three (3) years, commencing on the date the last of the parties executes this TCE, unless sooner terminated pursuant to the terms of this TCE ("**Term**"), provided that, within the Term, Grantee and Grantee Agents shall have the right to use the TCE Area for only one period not to exceed six (6) consecutive months, subject to any earlier termination pursuant to this TCE ("**Use Period**"). Grantee shall provide Grantor with not less than ten (10) business days written notice prior to the commencement date of the Use Period. On or prior to the commencement date of the Use Period, Grantor shall, at Grantor's sole cost and expense, remove or cause the removal of any and all vehicles and other personal property located within the TCE Area to provide Grantee and Grantee Agents with exclusive use of such area for the duration of the Use Period. Grantee and Grantee Agents shall remove all of its personal property from the TCE Area at the end of the Use Period and restore the area to substantially the condition it was in prior to the Term, reasonable wear and tear excluded, and notwithstanding anything to the contrary in this Agreement, the Term shall expire at the end of the Use Period.

c. ~~Other Rights.~~ Grantor agrees that during the Term, Grantor shall not grant or convey any additional easements or other rights in and to the TCE Area to any third parties nor construct or permit to be constructed any permanent or temporary building, structure, or other obstacle on the TCE Area that would interfere with the rights granted to Grantee and Grantee Agents in this TCE.

d. ~~Rights in TCE Area.~~ Grantee and Grantee Agents shall have the right to trim, cut, and remove any trees, limbs, branches, shrubs, plants, and other landscaping located in the TCE Area that, in the reasonable opinion of Grantee or Grantee Agents, would materially and adversely interfere with the exercise of the rights herein granted to Grantee and Grantee Agents in this TCE.

2. ~~Insurance.~~ Prior to entering onto the TCE Area and at all times during the Use Period, Grantee shall carry (or Grantee shall cause Grantee Agents accessing the TCE Area to carry) (i) Workers' Compensation insurance as required by law, and (ii) Commercial General Liability insurance with commercially reasonable limits. Grantor shall be included as an additional insured, covering the insured against claims of bodily injury, personal injury and property damage arising from the negligent acts or omissions of Grantee (or such Grantee Agent, as the case may be) in accessing or performing any work on the TCE Area. Prior to entering onto the TCE Area, certificates of such insurance shall be furnished to Grantor, and such insurance shall be maintained

during the Use Period.

3. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor and its successors and assigns from and against any and all claims, damages, awards, judgments, liabilities, obligations, costs and expenses incurred by Grantor and its successors and assigns and to the extent: (i) resulting from the acts or omissions of Grantee, and/or its and their respective officers, directors and/or Grantee Agents and (ii) arising out of or in connection with any entry on or under the TCE Area by Grantee or Grantee Agents and/or the Grantee's improvements located thereon pursuant to this TCE or the Grantee's performance of the Project. The indemnification provisions set forth in this Section 3 shall (i) survive the expiration or earlier termination of the TCE, and (ii) not be limited by the insurance requirements set forth in this TCE. Grantee hereby assumes all risk of damage to property or injury to persons in, upon or about the TCE Area from any cause relating to or arising from the TCE or any work performed by or on behalf of Grantee, and agrees that Grantor and the other indemnitees shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property, which damage is sustained by Grantee or by other persons claiming through Grantee except to the extent caused by the gross negligence or willful misconduct of Grantor or any of the other indemnitees.

4. No Liens. If any lien shall at any time be filed against the Grantor Property by reason of work, labor, services or materials furnished by, for or to Grantee, or to anyone acting through or under Grantee, then if Grantee does not dispute the lien, Grantee will cause the lien to be discharged within sixty (60) days after Grantor receives notice of the lien but in any event prior to foreclosure proceedings. If Grantee disputes the lien, Grantee shall within sixty (60) days after the lien has been filed (but in any event prior to the commencement of foreclosure proceedings), bond or post adequate security reasonably satisfactory to Grantor over such lien prior to the commencement of any foreclosure proceedings. The provisions set forth in this Section 4 shall survive the expiration or earlier termination of the TCE. In the event Grantee fails to comply with the requirements of this section of this TCE and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to satisfy such liens and Grantee shall be responsible for reimbursing Grantor for such payments that are reasonably incurred by Grantor within sixty (60) days of demand, which shall include supporting documentation for such expenses.

5. Default and Remedies.

a. Default. Except where a different time period is specified elsewhere in this Agreement, Grantee will be in default hereunder (an "**Event of Default**") if Grantee fails to perform or comply with any other covenant, agreement or condition contained in this TCE and does not cure such failure within twenty (20) calendar days after receipt of a written notice of default from Grantor (or if such default is of a nature which cannot reasonably be cured within the different time period specified or twenty (20) calendar days, as applicable, then an Event of Default shall occur if Grantee does not cure such failure within such longer period of time as is reasonably necessary to cure such default, provided that Grantee undertakes in good faith to commence such cure within the different time period specified or twenty (20) calendar days, as applicable, after receipt of a written notice of default and diligently prosecutes such cure to completion).

b. Termination of Easement for Default. Upon the occurrence of an Event of Default by Grantee, the TCE shall be terminable by Grantor, by written notice to Grantee, at any time following the occurrence of such Event of Default (beyond the applicable notice and cure period). If the TCE is terminated pursuant to this Section 5(a), then the following provisions shall apply, as applicable:

~~i. If no work has been performed, no entry onto or under the TCE Area has been made by Grantee or Grantee Agents and no materials, supplies or equipment have been moved onto the TCE Area, then the termination of the TCE shall be without any further obligation of either party hereto, other than as provided in Sections 3 and 4 above.~~

~~ii. If Grantee, or any of its Grantee Agents has entered onto or under the TCE Area, some or all of the contemplated work has been performed, and/or some or all materials, supplies, or equipment have been placed on or under the TCE Area, then Grantee shall promptly remove all such materials, supplies and equipment from the TCE Area, in a manner that is safe and compatible with the existing operations of Grantor and existing uses of the improvements on the TCE Area, and shall restore the TCE Area to a condition substantially the same as the condition that existed prior to Grantee's entry, reasonable wear and tear excepted.~~

~~iii. If Grantee commits an Event of Default hereunder beyond any applicable notice and cure periods, Grantor may exercise any right or remedy which it may have under this TCE or otherwise available at law or in equity or by statute. All rights and remedies of Grantor shall be cumulative and non-exclusive and shall survive the termination of this TCE, subject to applicable statutes of limitation, or as otherwise limited by this TCE.~~

~~6. Further Assurances. Promptly following the end of the Use Period or earlier termination of this TCE, Grantee shall execute and acknowledge any documents reasonably requested by Grantor, such as without limitation a Quitclaim Deed, as may be needed from the title company to remove the TCE of record from the Grantor Property.~~

~~7. Attorneys' Fees. In the event of any action between the parties hereto for breach of or to enforce any provision or right hereunder, each party, including the prevailing party in such action, shall pay all of its own costs and expenses expressly including, but not limited to, its own attorneys' fees incurred in connection with such action.~~

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

~~9. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, delivered by reputable overnight courier service, or sent by postage prepaid, first class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by reputable overnight courier service or by postage pre-paid, first class United States mail, certified or registered, return receipt requested. Any notices received after 5:00 pm on a business day shall be deemed effective on the immediately following business day.~~

~~To Grantor: Chino Center, Inc., a Delaware
corporation
Attn: Director of Investment
Management
620 Newport Center Drive, Suite~~

Newport Beach, CA 92660

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To Grantee: San Bernardino County

Attn: Director, Department of

Airports

777 East Rialto Avenue

San Bernardino, CA 92415

with a copy to:

San Bernardino County

Attn: Director, Real Estate Services

Department

385 North Arrowhead Avenue,

Third Floor

San Bernardino, CA 92415

{SIGNATURES ON THE FOLLOWING PAGE}

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~~IN WITNESS WHEREOF, Grantor and Grantee have executed this Temporary Construction Easement on the day and year written below and have agreed to be bound by the terms and provisions hereof.~~

GRANTOR:

~~Chino Center, Inc.
a Delaware corporation~~

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE:

~~San
Bernardino
County~~

By: _____

Name: ~~Dawn Rowe~~

Title: ~~Chair, Board of Supervisors~~

Date: _____

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Exhibit A
Grantor Property—Legal Description

~~Real property in the City of Chino, County of San Bernardino, State of California, described as follows:~~

~~PARCEL 3 OF PARCEL MAP NO. 18625, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 241, PAGES 35 THROUGH 40, INCLUSIVE, OF PARCEL MAPS.~~

~~EXCEPTING THEREFROM 1/2 OF ALL OIL RIGHTS AND GAS RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING AND BEING WITHIN OR UNDER PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED TO HELEN MARTNER, RECORDED MARCH 3, 1936 IN BOOK 1126 PAGE 85 OFFICIAL RECORDS.~~

~~ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND AS RESERVED IN DEED TO LEO DEZOETE, ET UX., RECORDED MARCH 30, 1950 IN BOOK 2553 PAGE 314 OFFICIAL RECORDS.~~

~~ALSO EXCEPTING THEREFROM ALL OIL, AND MINERAL RIGHTS IN AND TO SAID LAND, RESERVED IN THE DEED FROM LEONARD H. CROFOOT, ETAL RECORDED AUGUST 14, 1951 IN BOOK 2808 PAGE 591, OFFICIAL RECORD.~~

~~ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LANDS, WITH RIGHT OF SURFACE INGRESS AND EGRESS AND WELL SITE LOCATIONS, AS RESERVED IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED AUGUST 27, 1952 IN BOOK 3011, PAGE 238 OFFICIAL RECORDS AND IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED NOVEMBER 12, 1953 IN BOOK 3275 PAGE 86 OFFICIAL RECORDS.~~

~~AND ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES AS CONTAINED IN THE EXECUTOR'S DEED FILED FOR RECORDING DECEMBER 7, 1953.~~

APN: 1056-371-08-0-000

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Exhibit B-1

~~TCE Area~~ Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-10

TEMPORARY CONSTRUCTION EASEMENT AREA

All the portions of real property situated in the City of Chino, County of San Bernardino, State of California, contained with in Section 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

Parcel 1

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 190.75 feet;

Thence leaving said centerline North 18°01'35" West a distance of 76.81 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 1.

Thence leaving said right of way continuing North 18°01'35" West a distance of 65.32 feet;

Thence North 89°10'53" East a distance of 43.33 feet;

Thence South 23°09'00" East a distance of 44.01 feet to said northerly Right of Way;

Thence along said Right of Way the following three (3) courses:

- 1) South 69°31'53" West a distance of 25.00 feet;
- 2) South 20°28'07" East a distance of 6.72 feet;
- 3) South 69°31'53" West a distance of 20.65 feet to the **TRUE POINT OF BEGINNING**.

Containing 2348 square feet more or less.

Parcel 2

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West distance of 53.64 feet;

Thence leaving said centerline North 18°08'24" West a distance of 47.01 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 2.

Thence leaving said Right of way continuing North 18°08'24" West a distance of 38.38 feet;

Thence South 71°51'36" West a distance of 57.06 feet;

Thence North 23°10'26" West a distance of 32.89 feet;

Thence North 89°10'53" East a distance of 116.51 feet;

Thence South 18°01'35" East a distance of 37.88 feet to a point on the northerly right of way line of Pine Avenue, said point being a point on a curve concave southerly having a radius of 295.00 feet, through which a radial line bears South 12°31'05" East

Thence westerly along said curve a distance of 28.95 feet through a central angle of 05°37'19";

Thence continuing along said northerly right of way line and parallel with said centerline of Pine Avenue South 71°51'36" West a distance of 22.30 feet to the **TRUE POINT OF BEGINNING**.

Containing 3648 square feet more or less.



Legal Description prepared by or under the supervision
of:

A handwritten signature in cursive script that reads "D. Helt".

Daniel C. Helt
P.L.S. 8925

Date 9/24/2021

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Exhibit B-2
TCE Area — Plat

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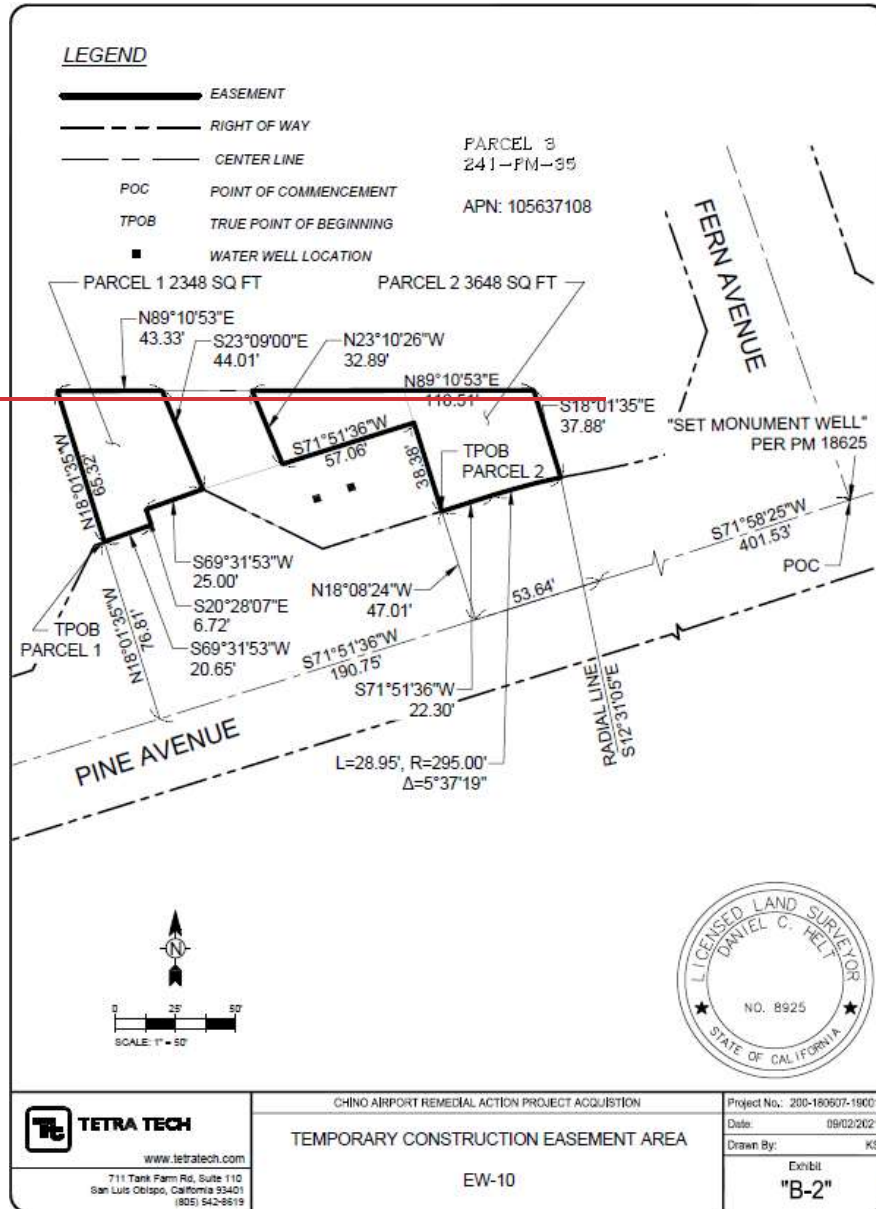


Exhibit 3

Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Seller's 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.

Seller 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: Chino Center, Inc.									
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: N/A									
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): ICRE REIT Holdings									
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: 40%;">Company Name</th> <th style="width: 60%;">Relationship</th> </tr> </thead> <tbody> <tr> <td>ICRE REIT Holdings</td> <td>Parent</td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Company Name	Relationship	ICRE REIT Holdings	Parent					
Company Name	Relationship								
ICRE REIT Holdings	Parent								
6. Name of agent(s) of Seller:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Company Name</th> <th style="width: 30%;">Agent(s)</th> <th style="width: 40%;">Date Agent Retained (if less than 12 months prior)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td> </td> <td> </td> </tr> <tr> <td> </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: 30%;">Company Name</th> <th style="width: 30%;">Subcontractor(s):</th> <th style="width: 40%;">Principal and/or Agent(s)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td> </td> <td> </td> </tr> <tr> <td> </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: 40%;">Company Name</th> <th style="width: 60%;">Individual(s) Name</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td> </td> </tr> <tr> <td> </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 the contract, 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 Buyer's 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 Buyer.



Signature

Kevin Pirozzoli

Print Name

03/07/2024

Date

Chino Center, Inc.

Print Entity Name, if applicable