

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



Contract Number

25-454

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>	Speedway SBC Development, LLC
<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>	

Temporary Sewer Maintenance Agreement by and between Speedway SBC Development, LLC, a Delaware limited liability company and San Bernardino County, a political subdivision of the State of California.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ *Aaron Gest*  
Aaron Gest, Deputy County Counsel

Date 06/05/25

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ *David R. Doublet*  
David Doublet, Assistant Director

Date 06/05/25

## TEMPORARY SEWER MAINTENANCE AGREEMENT

THIS TEMPORARY SEWER MAINTENANCE AGREEMENT ("Agreement") is entered into this 9<sup>th</sup> day of August, 2025 ("Effective Date"), by and between SPEEDWAY SBC DEVELOPMENT, LLC, a Delaware limited liability company ("Speedway"), and SAN BERNARDINO COUNTY, a political subdivision of the State of California ("County"). Hereinafter, Speedway and the County may be referred to individually as a "Party," or jointly as the "Parties."

### RECITALS

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

B. The Speedway Property currently uses an existing sewer system (the "Existing Sewer System"), which is located partially on the Speedway Property and partially on certain real property to the south of the Speedway Property (the "CSI Property"). The CSI Property is owned by California Steel Industries, Inc., a Delaware corporation ("CSI"). 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 is benefitted by, and the CSI Property is burdened by, a sewer easement that was reserved in a Grant Deed recorded on August 20, 1984 as Document No. 84-197915 (the "CSI Vesting Deed"). The Speedway Property, the CSI Property and the Existing Sewer System are shown on the site plan attached hereto as Exhibit "B" (the "Site Plan").

C. Concurrently with this Agreement, CSI and the County are entering into that certain Confirmation Letter Regarding Maintenance of Private Sewer Facilities ("CSI Letter Agreement"), pursuant to which, CSI confirmed (a) that CSI would maintain that portion of the Existing Sewer System on the CSI Property and (b) that the County would have the right to enter upon the CSI Property to maintain that portion of the Existing Sewer System on the CSI Property if CSI fails to do so.

D. Speedway and 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”).

E. 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”).

F. 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.

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

H. This Agreement is made in connection with Speedway’s request for the County to accept the Phase 1 Sewer Improvements before the completion of the remaining Sewer Improvements.

I. County is willing to accept the Phase 1 Sewer Improvements. This acceptance is contingent upon Speedway’s agreement to fully fund, construct, and perform all connections to the Existing Sewer System, and to assume all sole cost and responsibility to perform all operations and maintenance of the portion of the Existing Sewer System located on the Speedway Property pursuant to the terms and conditions set forth in this Agreement.

## **OPERATIVE PROVISIONS**

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

1. Acceptance of Phase 1 Sewer Improvements. Subject to Speedway’s obligations in Section 2 below, once completed by Speedway in accordance with the applicable Improvement Agreements, the County will accept for maintenance the Phase 1 Sewer Improvements prior to Speedway completing the remaining Sewer Improvements.

2. Connection to and Maintenance of Existing Sewer System. Speedway hereby agrees that, from the date that the County accepts the Phase 1 Sewer Improvements until the date that Speedway completes and the County accepts the remaining Sewer Improvements:

- (a) **Connection:** Speedway shall (at its sole cost) cause the Phase 1 Sewer Improvements to be constructed and connected to the Existing Sewer System;
- (b) **Maintenance:** Speedway shall (at its sole cost) maintain and repair in good condition that portion of the Existing Sewer System located on the Speedway Property, ensuring that the portion of the Existing Sewer System located on the Speedway Property remains fully operational and functional. This includes performing all necessary inspections, repairs, maintenance, and operational activities to preserve the system's operation, function, and effectiveness; and
- (c) **Self-Help Rights:** With respect to that portion of the Existing Sewer System located on the CSI Property, the County shall have the right to exercise the self-help rights set forth in the CSI Letter Agreement entered into concurrently herewith.

3. **Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the date that the County accepts the entirety of the Sewer Improvements and releases all of the faithful performance bonds and labor and material bonds furnished by Speedway as security for Speedway's performance under the Improvement Agreements (the "**Expiration Date**"). However, any and all indemnification obligations contained herein shall survive the termination of this Agreement.

4. **Indemnification.** Speedway agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees and agents from any and all claims, actions, losses, damages and/or liability ("**Claims**") arising out of any failure of CSI to maintain that portion of the Existing Sewer System on the CSI Property during the Term of this Agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. This indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

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

7. **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.

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

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

If to the County:	San Bernardino County Real Estate Services Department 385 North Arrowhead Avenue, 3 <sup>rd</sup> Floor San Bernardino, CA 92415 Attention: Brandon Ocasio E-mail: brandon.ocasio@res.sbcounty.gov
If to Speedway:	Speedway SBC Development, LLC 901 Via Piemonte, Suite 175 Ontario, CA 91764 Attention: Scott Morse E-mail: scott.morse@hillwood.com
With a copy to:	Fennemore LLP 550 E. Hospitality Lane, Suite 350 San Bernardino, CA 92408 Attention: Mack Anderson E-mail: manderson@fennemorelaw.com

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

10. 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 expect by a writing executed and delivered in the same manner as required by this document.

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

*[Signatures Follow on Next Page]*

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

**"COUNTY"**

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

By:   
Name: Noel Castillo  
Title: Director  
Date: 08/04/25

**APPROVED AS TO FORM:**  
County Counsel

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

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

**“SPEEDWAY”**

**SPEEDWAY SBC DEVELOPMENT, LLC,  
a Delaware limited liability company**

By:   
Name: Scott Morse  
Title: Executive Vice President  
Date: June 18, 2025

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE SPEEDWAY PROPERTY**

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

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

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

(End of Legal Description)

EXHIBIT "A"

**EXHIBIT "B"**

**SITE PLAN**





## 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.: 25-454 Amendment No.: \_\_\_\_\_ Date of Board Item 6/18/25 Board Item No.: 64

Name of Contract Entity/Project Name: Speedway SBC Development, LLC

**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 as approved in Recommendation No. 3, following receipt of a fully signed and executed copy from Speedway Commerce Center II development project, 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> <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
<b>CAO-Special Projects Use Only</b>	Review Date <u>8/11/2025</u>  <u>Maura Cole</u> Signature	<b>Disposition:</b> <input checked="" type="checkbox"/> Route for signature to: ____Chair ____CEO <input checked="" type="checkbox"/> Department ____Return to Department for preparation of agenda item