

Recording Requested By:

And Upon Recording, Return To:

Kutak Rock LLP
777 South Figueroa Street
Suite 4550
Los Angeles, California 90017
Attention: Sam S. Balisy, Esq.

Space above this line for recorder's use only

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of [_____], 2021, by and between **INLAND VALLEY DEVELOPMENT AGENCY**, a joint exercise of powers agency established pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California and the Amended Joint Exercise of Powers Agreement (Inland Valley Development Agency), dated as of February 12, 1990, by and among the City of San Bernardino, the City of Colton, the City of Loma Linda and the County of San Bernardino, as amended (hereinafter referred to as "Assignor") and **SBD CORPORATE CENTER II, LLC**, a California limited liability company (hereinafter referred to as "Assignee"), with respect to the following facts:

WITNESSETH:

A. Assignor has entered into the Lease Agreement, dated as of [_____], 2021 (as amended, modified, supplemented, renewed or extended from time to time, the "Lease Agreement"), by and between Assignor and the San Bernardino County Fire Protection District a fire protection district created pursuant to the Fire Protection District Law of 1987 (Part 2.7 of Division 12 of the California Health and Safety Code) and governed ex officio by the San Bernardino County Board of Supervisors (hereinafter referred to as "District"), pursuant to which Assignor has undertaken to develop, construct, improve, equip, and furnish the District's fire department headquarters at the real property commonly known as 1111 East Mill Street, Building 2, San Bernardino, California 92408 and legally described in Exhibit A attached hereto, and to lease the same to the District, all as set forth in the Lease Agreement.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to assume from Assignor, all Assignor's right, title, interest and obligation in, to and under the Lease Agreement, as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby grants, sells, conveys, transfers and assigns to Assignee all Assignor's right, title and interest in, to and under the Lease Agreement.

Assignor hereby covenants and warrants to Assignee that Assignor has not previously transferred or assigned its right, title or interest in, to or under the Lease Agreement, or any portion thereof, to any third party.

2. Assumption. Assignee hereby accepts the foregoing assignment and hereby assumes each and all of the obligations of Assignor under the Lease Agreement from and after the date hereof.

3. Further Assurances. Assignor hereby covenants it will, at any time and from time to time upon written request therefor, at Assignee's sole expense and without the assumption of any additional liability therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, and its successors and assigns, to fully realize and enjoy the rights and interest assigned hereby.

4. Successors and Assigns. The provisions of this Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment Agreement attached thereto.

6. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any choice of law provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Assignment Agreement as of the date first written above.

ASSIGNOR:

INLAND VALLEY DEVELOPMENT AGENCY

By _____

ASSIGNEE:

SBD CORPORATE CENTER II, LLC

By _____

[Signature Page to Assignment and Assumption Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, before me, _____ Notary Public

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, before me, _____ Notary Public

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The Land referred to herein below is situated in the City of San Bernardino, County of San Bernardino, State of California, and is described as follows:

PARCEL A: APN: 0136-351-18-0-000

PARCEL 2 OF PARCEL MAP 17579 IN THE CITY OF SAN BERNARDINO, DISTRICT OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN PARCEL MAP BOOK 219, PAGES 18 THROUGH 21 INCLUSIVE, OF RECORDS OF SAID DISTRICT.

PARCEL B:

RECIPROCAL EASEMENTS OVER PARCELS 1 AND 2 OF SAID PARCEL MAP FOR PARKING, DRAINAGE AND PUBLIC UTILITIES AS DESCRIBED IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED DECEMBER 09, 2009 AS INSTRUMENT NO. 2009-0548456, OF OFFICIAL RECORDS.

PARCEL C:

RECIPROCAL EASEMENTS OVER PARCELS 1, 2 AND 3 OF SAID PARCEL MAP FOR INGRESS, EGRESS AND ACCESS AS SHOWN ON PARCEL MAP NO. 17579 ON FILE IN BOOK 219, PAGES 18 THROUGH 21, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID DISTRICT.