

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

608A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
March 6, 2014

SUBJECT: Project Agreement for Traffic Signal Improvements for Development Impact Fee Credit/Reimbursement (Harvill Avenue and Harley Knox Boulevard) between the County of Riverside and Knox Logistics, LLC c/o Trammel Crow Company Associated with Plot Plan 20699R1 and Parcel Map 33942. 1st/1stDistrict. [\$235,000]; Development Impact Fee 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject Agreement by and between the County and Knox Logistics, LLC c/o Trammel Crow Company; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND:

Summary

The Board of Supervisors approved Parcel Map 33942 on July 29, 2008, and Plot Plan 20699R1 on August 16, 2011, located in the Mead Valley area. The Transportation Department's conditions for this

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 3/3/14 DATE
DALE A. GARDNER
Departmental Concurrence

[Signature]
Juan C. Perez

Patricia Romo
Assistant Director of Transportation Management

Director of Transportation and Land

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 235,000	\$ 0	\$ 235,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Western County Traffic Signal Mitigation Funds (DIF) 100%. There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 2013/2014

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
BY: *[Signature]*
Deputy

- Positions Added
- Change Order
- A-30
- 4/5 Vote

3-39

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM11: Project Agreement for Traffic Signal Improvements for Development Impact Fee Credit/Reimbursement (Harvill Avenue and Harley Knox Boulevard) between the County of Riverside and Knox Logistics, LLC c/o Trammel Crow Company Associated with Plot Plan 20699R1 and Parcel Map 33942, 1st/1st District. [\$235,000]; Development Impact Fee 100%

DATE: March 6, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

map requires the installation of a traffic signal at the intersection of Harvill Avenue and Harley Knox Boulevard. The attached agreement provides for the issuance of credit/reimbursement from the Transportation-Signal component of the Development Impact Fee (DIF) Program to the Developer for constructing this traffic signal.

The Developer is obligated to pay DIF fees for three (3) industrial buildings in Plot Plan 20699R1 and Parcel Map 33942, for which the traffic signal component totals \$67,517. The County of Riverside (County) and the Developer have agreed that the County will issue credit/reimbursement to offset the actual cost of the traffic signal improvements, up to an amount not to exceed \$235,000, to the Developer once the improvement is complete, accepted by the County, and costs are verified. Additionally, cash reimbursement is subject to availability and programming of funds received by the County.

Project Number: C4-0070

Impact on Residents and Businesses

The traffic signal will improve traffic operation and pedestrian safety at the intersection.

SUPPLEMENTAL:

Additional Fiscal Information

The traffic signal will be funded 100% by Western County Traffic Signal Mitigation Funds (Development Impact Fee – DIF)

Contract History and Price Reasonableness

N/A

**PROJECT AGREEMENT
TRAFFIC SIGNAL IMPROVEMENTS
FOR FEE CREDIT/REIMBURSEMENT
(Harvill Avenue and Harley Knox Boulevard)**

THIS PROJECT AGREEMENT (this "Agreement"), entered into this 18 day of March, 2014, by and between the County of Riverside, a public subdivision of the State of California (the "County") and Knox Logistics LLC, a Delaware Limited Liability Company, c/o Trammel Crow Company (the "Developer"). County and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer presently owns a property, which has received development approval from the County for Plot Plan 20699R1 and Parcel Map 33942, collectively three (3) industrial buildings with a total building area of 1,205,660 square feet, as shown Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, as a condition of development of the Property, the Developer is required to construct or cause to be constructed traffic signal improvements at the intersection of Harvill Avenue and Harley Knox Boulevard (the "Project"), as shown and described in Exhibit B, attached hereto and incorporated herein, to partially mitigate identified impacts resulting from the residential development of the Property; and

WHEREAS, the County Board of Supervisors (the "Board") adopted Ordinance No. 659 as amended and Chapter 4.60 of the Riverside County Code establishing development impact fees (respectively, the "Ordinance" and the "Developer Impact Fee") to be paid at the time a certificate of occupancy is issued or upon final inspection, whichever occurs first;

WHEREAS, Section 17 of the Ordinance provides general conditions under which a credit against all or a portion of the Developer Impact Fee may be earned;

WHEREAS, a component of the Developer Impact Fee is a stated dollar amount to be utilized for the construction of traffic signal improvements within the unincorporated area of the County;

WHEREAS, the Developer and County have determined that the Developer is eligible to receive a reimbursement for the actual construction cost of the Project, but not to exceed \$235,000, as shown and described in Exhibit C, attached hereto and incorporated herein;

WHEREAS, the Developer and the County desire to enter into this Agreement to provide the conditions under which the Developer is to construct or cause to be constructed the Project, to establish the fee credit to be earned by the Developer, and the manner in which the fee credit is to be applied against the Development Impact Fee to be paid by the Developer upon the development of the Property; and

WHEREAS, this signal project is deemed eligible for fee credit or reimbursement based on the criteria set forth in Ordinance No. 659, Ordinance No. 748, and the policies and practices of the Riverside County Transportation Department.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

Section 1. Purpose of the Agreement: Following execution of this Agreement, the Developer shall cause, consistent with Sections 3 through 12, below, the Project to be designed, engineered and constructed as if it had been constructed under the direction and supervision or under the authority of the County, and upon acceptance of the Project by the County, the Developer will have earned a fee credit in the dollar amount determined consistent with the provisions of this Agreement that is to be applied against the Development Impact Fee to be paid for the development of the Property.

Section 2. Definitions: Unless otherwise specifically defined in this Agreement, all terms will have the meaning ascribed to them by the Ordinance.

Section 3. Preparation and Approval of Plans and Specifications: To the extent that it has not already done so, the Developer shall cause plans and specifications (collectively, the "Plans") to be prepared for the Project. The Developer shall obtain the written approval of the Plans from the County. The Developer shall provide a copy of the Plans to the Director of Transportation Department of the County, or his/her designee (the "County Engineer").

Section 4. Duty of Developer to Construct: The Developer shall construct or cause to be constructed the Project in accordance with the approved Plans approved by the County Engineer. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Project in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

Section 5. Bid and Construction Requirements: In order to insure that the Project is constructed as if it had been constructed under the direction and supervision, or under the authority of, the County, the Developer shall comply with all of the requirements set forth in this Section.

(a) Prior to soliciting bids, the Developer shall submit a bid packet for review and approval to the County Engineer. The contract for the construction of the Project shall be awarded to the responsible bidder submitting the lowest responsive bid for the Project after

notice inviting sealed bids is given as required for public works projects pursuant to any applicable provisions of the California Public Contracts Code and the rules, regulations and policies of the County. Upon opening of bids and prior to awarding the construction contract, the Developer shall submit the lowest responsible bidder's bid to the County Engineer for review and approval, which approval will not be unreasonably withheld or delayed.

(b) The Developer shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the County Engineer. The County has provided the Developer with copies of tables setting forth the general prevailing wage rates, and the Developer hereby acknowledges receipt thereof.

(c) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Project, to provide proof of insurance coverage satisfying the requirements of Section 11 (g) hereof throughout the term of the construction of the Project. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(d) Each contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Developer and the County as obligees and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure. All such bonds shall be in a form as shown in Exhibit D. Rather than requiring its contractors to provide such bonds, the Developer may elect to provide the same for the benefit of its contractors.

(e) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Project, to comply, with such other requirements relating to the construction of the Project as the County may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable Federal, State or County laws, rules or procedures.

(f) The Developer shall require, and the specifications, bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to submit certified weekly payroll records to the Developer for

inspection by the County Engineer, and to furnish certified payroll records to the County Engineer promptly upon request.

(g) All change orders shall be reviewed and approved by the County Engineer for the purpose of ensuring that they comply with Flood Control District or County standards, which review and approval will not be unreasonably withheld.

(h) At the time the Developer submits a "Notice of Intent" to commence construction as set forth in Section 8 below, the Developer shall deposit with the County the estimated cost of providing construction inspection for the Project, in an amount as determined and approved by the County in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County, based upon the bonded value of the Project.

(i) The Developer shall provide proof to the County Engineer, at such intervals and in such form as the County Engineer may require that the foregoing requirements have been satisfied as to the Project.

Section 6. NPDES Compliance: The Developer shall prepare and implement, or cause to be prepared and implemented, a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirement of the State's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity (SWRCB Order No. 99-08 DWQ) and any amendments thereto (the "General Permit"). The General Permit regulates both stormwater and non-stormwater discharges associated with construction activities required by this Agreement.

The SWPPP shall identify site specific "Best Management Practices" ("BMP's") to be implemented during and after construction to control pollution of Stormwater runoff and receiving waters. The identified BMP's shall include, but not be limited to, "good housekeeping" practices for the "Construction Site" (which is defined to include not only the site on which the Project is to be constructed but also any off site staging areas and material storage areas) such as establishing stabilized construction access points, providing adequate sanitary/septic waste management, designating vehicle and equipment cleaning/maintenance areas, employing proper material handling and storage practices, maintaining adequate soil stabilization and erosion control practices to control the discharge of pollutants from the Construction Site and any activities thereon. The SWPPP shall also stipulate to an ongoing program for monitoring and maintenance of all BMP's.

The Developer shall be solely responsible throughout the duration of constructing the Project for placing, installing, constructing, inspecting and maintaining all BMP's identified in the SWPPP and amendments thereto and for removing and disposing of temporary BMP's.

The Developer shall become fully informed of and comply with the applicable provisions of the General Permit, Federal, State and local regulations that govern the Developer's activities and operation pertaining to both stormwater and non-stormwater discharges from the Construction Site and any area of disturbance outside said Construction Site. The Developer shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the Construction Site. The SWPPP shall be made available upon request of a representative of the SWRCB, San Diego

Regional Water Quality Control Board, or the United States Environmental Protection Agency. The Developer shall, at reasonable times, allow authorized agents of the above referenced agencies, upon the presentation of credentials to: (i) enter upon the Construction Site; (ii) have access to and copy any records required to be kept as specified in the General Permit, (iii) inspect the Construction Site, including any offsite staging areas or material storage areas and determine whether related soil stabilization and sediment control BMP's have been implemented and maintained, and (iv) sample or monitor stormwater or non-stormwater runoff for purposes of ensuring compliance with the General Permit.

The Developer shall be solely and exclusively responsible for any arrangements made between the Developer and other property owners or entities that result in disturbance of land at the Construction Site.

The Developer shall be responsible for all costs and for any liability imposed by law as a result of the Developer's failure to comply with the requirements set forth in this Section, including but not limited to, compliance with the applicable provisions of the General Permit and Federal, State and local regulations. For the purpose of this Section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the County or the Developer, including those levied under the Federal Clean Water Act and the State's Porter-Cologne Water Quality Act.

Section 7. Permits: To the extent authorized by law, the County will grant to the Developer the necessary County permit(s) required to allow for the construction of the Project as approved by the County and provided the Developer complies with all requirements for said permit(s).

Section 8. Notice of Intent to Commence Construction: Not less than twenty (20) Business Days prior to the date on which Developer intends to commence construction of the Project, the Developer shall provide a written "Notice of Intent" to the County Engineer. Construction of the Project shall not precede until the County Engineer issues a "Notice to Proceed" to the Developer. The "Notice of Intent" is to include the following documents:

- (a) Copies of all Licenses and Regulatory Permits secured pursuant to Sections 6 and 7, above, including a copy of the Notice of Intent ("NOI") and waste discharge identification number ("WDID No.") received from the SWRCB pursuant to Section 6, above.
- (b) Copies of the bonds required by Section 5(d), above.
- (c) Construction Inspection Deposit required by Section 5(h), above.
- (d) Duly executed irrevocable offer(s) of dedication to the public for flood control and road purposes, including ingress and egress, for the rights of way deemed necessary by the County for the construction, inspection, operation and maintenance of the Project.
- (e) Preliminary reports of title dated not more than thirty (30) days prior to date of submission for all property described in the irrevocable offer(s) of dedication.

(f) A complete list of all contractors and subcontractors to be performing work on the Project, including the corresponding license number and license classification of each. On said list, the Developer shall also identify its designated superintendent for construction of the Project.

(g) A construction schedule which shall show the order and dates in which the Developer and the Developer's contractor proposes to carry on the various parts of work, including estimated start and completion dates. As the construction progresses the Developer shall update said construction schedule upon request.

(h) The final mylar plan sheets for the Project and assign their ownership to the County, as appropriate, prior to the start of construction of the Project.

(i) Certificates of insurance and endorsements as required by Section 11, below.

Section 9. Inspection; Completion of Construction: The County Engineer shall have responsibility for providing inspection of the Project construction work to insure that the construction work is accomplished in accordance with the Plans approved by the County Engineer. County personnel shall have access to the construction worksite at all reasonable times for the purpose of accomplishing such inspection.

No later than ten business days after receiving notification from the County that the Project has been constructed in accordance with the Plans, the Developer shall forthwith file with the Riverside County Recorder a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code. The Developer shall furnish to the County a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

The Developer shall complete the construction of the Project, obtain acceptance of the Project by the County, file the Notice of Completion and submit billing to County requesting reimbursement for the eligible construction costs of the Project within two (2) years from the date of this Agreement, unless the Parties by mutual consent agree to extend this deadline. If the Project has not been completed within said two (2) years and an extension of time has not be requested, the Developer shall forfeit any and all fee credits and reimbursements for this Project and this Agreement shall expire.

Section 10. Maintenance of Facilities; Warranties: The Developer shall maintain the Project in good and safe condition until its acceptance by the County. Prior to the acceptance of the Project, the Developer shall be responsible for maintaining the Project in proper operating condition, and shall perform such maintenance as the County Engineer reasonably determines to be necessary. As of the date of acceptance, the performance bond provided by the Developer for the Project pursuant to Section 5(d) hereof will be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that the Project will be free from defects due to faulty workmanship or materials for a period of 12 months from the date of acceptance, or the Developer may elect to provide a new warranty bond or cash in such an amount. As of the date of acceptance of the Project, the Developer shall assign to the County all of the Developer's rights in

any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Project.

Section 11. Insurance Requirements: Without limiting or diminishing the Developer's obligation to indemnify or hold the County harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense the following insurance coverages during the term of this Agreement.

(a) *Commercial General Liability:* Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collapses, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name by endorsement the County and its special districts, respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(b) *Vehicle Liability:* Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the County, its special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds.

(c) *Worker's Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupation Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

General Insurance Provisions - all lines:

(d) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager.

(e) The Developer's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, the Developer's carriers shall either:
(i) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement

with the County, or (ii) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(f) The Developer shall cause their insurance carrier(s) to furnish the County with (i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or (ii) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

(g) Further, said Certificate(s) and Endorsements to policies of insurance shall contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the County prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(h) ***The Developer shall not commence construction of the Improvements until the County has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

(i) It is understood and agreed by the Parties hereto and the Developer's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(j) The Developer and contractors shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement and will require all such subcontractors to name on their insurance policies by endorsement the County, its special districts, their respective directors, officers, Board of Supervisors, elected officials employees, agents or representatives as Additional Insureds. Copies of such certificates and endorsements shall be provided to the County. The minimum limits of liability required of all tiers of subcontractors are \$1,000,000 Combined Single Limit for Commercial General Liability and \$1,000,000 Combined Single Limit for Vehicle Liability Insurance.

Section 12. Ownership of Facilities: Notwithstanding the fact that a portion or all of the Project may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the County, the Project shall be and remain the property of the Developer until acceptable title thereto is conveyed to the County as provided herein. Acceptable title means title to land, or an easement therein, delivered free and clear of all liens, taxes assessments, leases, easements, and encumbrances, whether any such item is recorded or unrecorded, except those non-

monetary items which are reasonably determined by the County not to interfere with the intended use of the land and the Project. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the County pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the Code and the provisions of this Section shall control.

Section 13. Fee Credit and Reimbursement for Construction Costs: The Developer has previously paid \$0 in Traffic Signal Mitigation Fees for three (3) industrial buildings with a total building area of 1,205,660 square feet. The Developer acknowledges that the Property is subject to a Developer Impact Fee of \$0.056 per square foot or \$2,439 per acre for an industrial building, resulting in a total traffic signal fee within the Plot Plan 20699R1 and Parcel Map 33942 of \$67,517. The Developer accepts that this Agreement does not serve to estop the County from making adjustments to the Developer Impact Fee, by amending the Ordinance, consistent with State law. The Developer acknowledges that the Board will annually consider adjustments to the Developer Impact Fee, including the traffic signal fee component, which address at minimum, increases in the consumer price index. Additionally, cash reimbursement is subject to availability and programming of funds received by the County.

(a) Upon recordation of a Notice of Completion for the Project and acceptance of the Project by the County Engineer, the Developer shall submit a billing to the County Engineer requesting determination of the actual cost of the Project and the traffic signal fee credit. The dollar amount of the earned fee credit cannot exceed the dollar amount stated in Exhibit C. The Developer shall supply all documentation requested by the County Engineer in determining the actual construction cost of the Project. The County Engineer will use his best efforts to determine the amount of the earned fee credit within thirty (30) calendar days of receipt of the bill submitted by the Developer.

(b) The County Engineer will provide the Developer written notice, in the form of Exhibit E attached hereto (the "Credit Notice"), of the dollar amount of the earned credit. If the dollar amount of the earned fee credit exceeds the dollar amount of the traffic signal component of the Developer Impact Fee that would otherwise be due from the Developer (the "Fee Credit Excess"), the County Engineer will identify in the Notice that the Fee Credit Excess will generate either: (i) a cash reimbursement to the Developer or (ii) an earned fee credit to offset the traffic signal fee component of the Developer Impact Fee required on another approved tract or parcel map to be developed by the Developer. Once completed, the Credit Notice is to be executed and dated by the County Engineer and the Developer. A copy of the Credit Notice will be provided to the County Executive Office which has responsibility for the administration of the Ordinance.

(c) If the dollar amount of the earned fee credit is less than the traffic signal fee component of the Developer Impact Fee that would be due from the Developer, the Credit Notice will so note and the amount of credit to be applied with each Development Impact Fee payment on either a per unit or per acre basis will be identified.

(d) If the Developer is issued one or more certificates of occupancy prior to date the County Engineer accepts the Project and prepares the Notice of Credit, then the Developer

will have to pay the full Developer Impact Fee for each certificate issued, and upon acceptance of the Project by the County Engineer, the County Engineer will note on the Notice of Credit the full traffic signal fee component paid to date of acceptance and make the appropriate adjustment for the application of the earned fee credit consistent with subsection (b) above.

Section 14. Representations, Warranties and Covenants of the Developer: The Developer makes the following representations, warranties and covenants for the benefit of the County, as of the date hereof and as of the date of the Payment Request is delivered to the County hereunder:

(a) Organization. The Developer represents and warrants that the Developer is a legal business entity duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Developer represents and warrants that the Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) Binding Obligation. The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Completion of Project. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Project to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Developer covenants that, while the Project is owned by the Developer or required pursuant to this Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Project in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project.

(f) Financial Records. Until the final acceptance of the Project, the Developer covenants to maintain proper books of record and account for the Project and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the County and the County Engineer, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(g) Permits. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Project and that it will pay all fees relating thereto. The Developer and the County mutually represent and warrant to each other that to their actual knowledge, as of the date hereof, there is no material legal impediment to the Developer's proceeding with and completing the construction of the Project.

Section 15. Representations, Warranties and Covenants of County: County makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. County represents and warrants that County has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of County.

(b) Binding Obligation. County represents and warrants that this Agreement is a valid and binding obligation of County and is enforceable against County in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Improvements. The County covenants that it will use its reasonable and diligent efforts to take expeditiously all actions that may be lawfully required for the Project including issuing permits, processing and approving plans and specifications and inspecting the Project in accordance with this Agreement.

Section 16. Indemnification: The Developer agrees to protect, indemnify, defend and hold the County, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the County, or its respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the County, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Project, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder, or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Project. If the Developer fails to do so, the County shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from the Developer. The Parties acknowledge and agree that the Developer shall be released from the indemnity obligation set forth herein upon the expiration of all applicable statute of limitations periods.

Section 17. Developer as a Private Developer: In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the

County. The County shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 18. Other Agreements: Nothing contained herein shall be construed as affecting the County's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Project.

Section 19. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the matters herein provided for.

Section 20. Binding on Successors and Assigns: Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the County, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the County hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the Parties hereto.

Section 21. Amendments: This Agreement can only be amended by an instrument in writing executed and delivered by the County and the Developer.

Section 22. Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 23. No Third Party Beneficiaries: No person or entity, other than the County, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the County and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 24. Notices: Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

COUNTY: Juan C. Perez, Director of Transportation and Land Management
County of Riverside
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

DEVELOPER: David Drake
Vice President
Knox Logistics, LLC c/o Trammel Crow Company
301 Jamboree Road, Suite 230
Newport Beach, CA 92660
Phone: (949) 477-9122
Fax: (949) 477-9107

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the Party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 25. Jurisdiction and Venue: Each of the Parties (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said County is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Parties agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 26. Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 27. Governing Law: This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 28. Usage of Words: As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 29. Interpretation: The Parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting Parties shall not be employed in the interpretation of this Agreement.

Section 30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: Patricia Romo Date: 2-24-14
Juan C. Perez
Director of Transportation and Land
Management

Patricia Romo
Assistant Director of Transportation

APPROVED AS TO FORM:

By: Greg Anderson Date: 3/13/14
~~Greg Anderson~~
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: Jeff Stone Date: _____
JEFF STONE
Chairman, County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: Opal Ekleb Date: 3/18/14

DEVELOPER

Knox Logistics, LLC
A Delaware limited liability company

By: Lion-TCC Development II, LLC
a Delaware limited liability company
Its Managing Member

By: TC Industrial Associates, Inc.,
a Delaware corporation
Its Managing member

By: David Nazaryk
David Nazaryk
Vice President

ACKNOWLEDGMENT

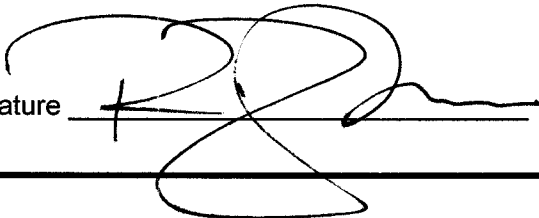
State of California
County of Orange)

On November 26, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

personally appeared David Nazaryk,
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)

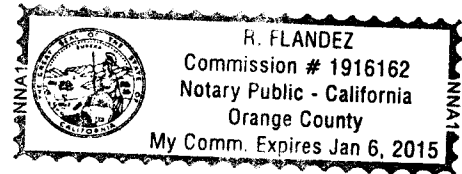


EXHIBIT A

DESCRIPTION OF PROPERTY

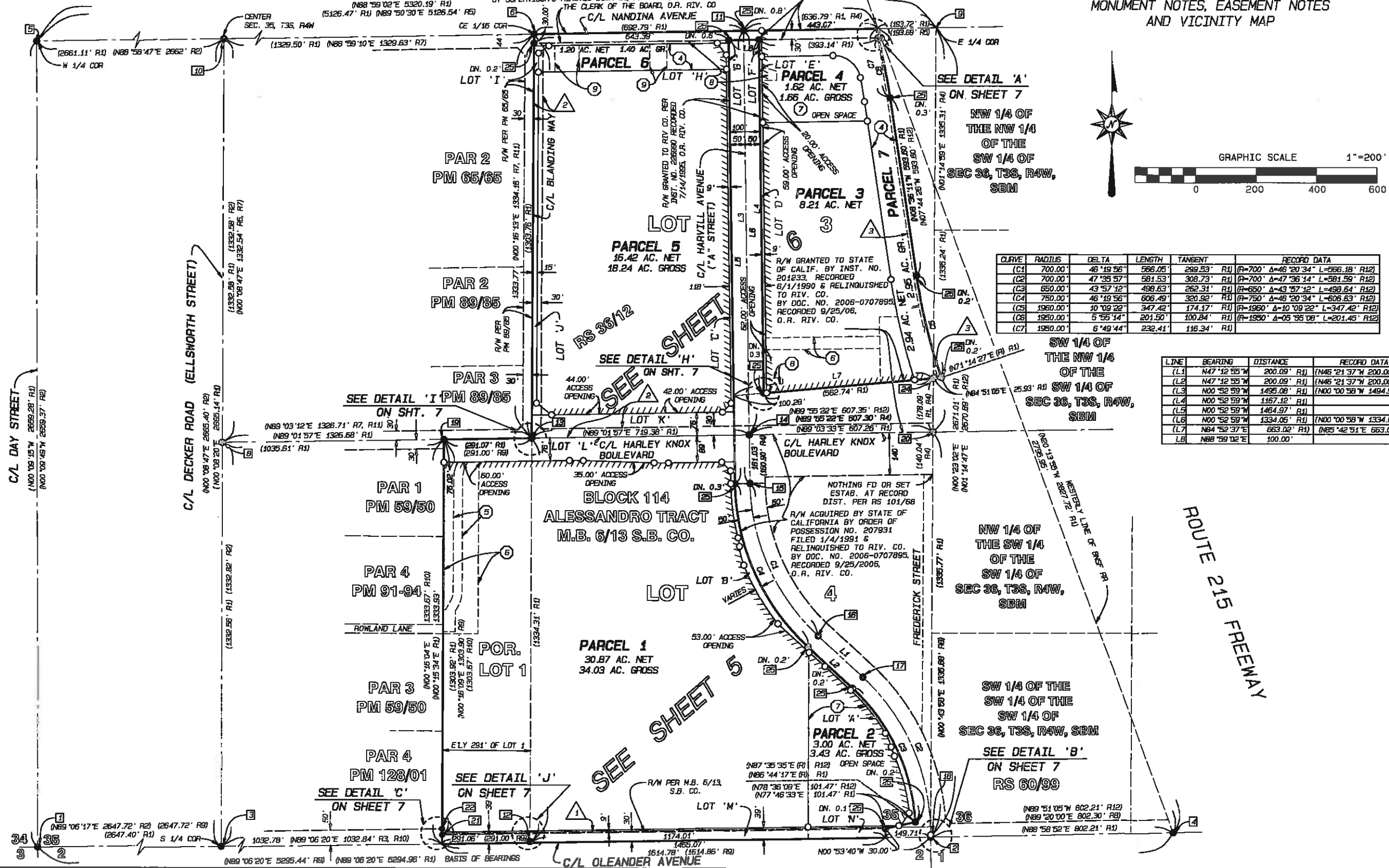
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
PARCEL MAP NO. 33942

BEING A SUBDIVISION OF A PORTION OF LOTS 1, 3 AND 4 OF BLOCK 114 OF THE ALESSANDRO TRACT RECORDED IN BOOK 6 PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO CO. AND LYING WITHIN SECTION 36, T3S, R4W, S.B.M., AND A PORTION OF THE SW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 36, T3S, R4W, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS SEPTEMBER, 2013

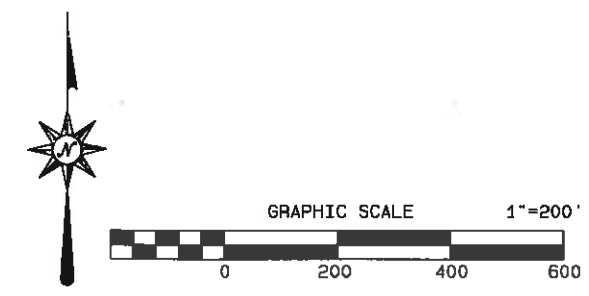
R/W DEDICATED ON MB 5/13 S.B. CO. 6 ACCEPTED OCTOBER 14, 1941
 BY SUPERVISOR'S MINUTES BOOK 31, PAGE 379, ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD, O.R. DIV. CO

SEE SHEET 3 FOR SURVEYOR'S NOTES,
 MONUMENT NOTES, EASEMENT NOTES
 AND VICINITY MAP



CURVE	RADIUS	DELTA	LENGTH	TANGENT	RECORD DATA
(C1)	700.00'	46°19'56"	566.05'	299.53' R1	(R=700' Δ=46°20'34" L=566.18' R12)
(C2)	700.00'	47°35'57"	581.53'	308.73' R1	(R=700' Δ=47°36'14" L=581.59' R12)
(C3)	650.00'	43°57'12"	498.63'	262.31' R1	(R=650' Δ=43°57'12" L=498.64' R12)
(C4)	750.00'	46°19'56"	606.49'	320.92' R1	(R=750' Δ=46°20'34" L=606.63' R12)
(C5)	1980.00'	10°09'22"	347.42'	174.17' R1	(R=1980' Δ=10°09'22" L=347.42' R12)
(C6)	1950.00'	5°55'14"	201.50'	100.84' R1	(R=1950' Δ=05°55'08" L=201.45' R12)
(C7)	1950.00'	6°49'44"	232.41'	116.34' R1	

LINE	BEARING	DISTANCE	RECORD DATA
(L1)	N47°12'55"W	200.09' R1	(N46°21'37"W 200.00' R12)
(L2)	N47°12'55"W	200.09' R1	(N46°21'37"W 200.00' R12)
(L3)	N00°52'59"W	1495.08' R1	(N00°00'58"W 1484.95' R4)
(L4)	N00°52'59"W	1167.12' R1	
(L5)	N00°52'59"W	1464.97' R1	
(L6)	N00°52'59"W	1334.05' R1	(N00°00'58"W 1334.06' R4)
(L7)	N84°32'37"E	663.02' R1	(N85°42'51"E 663.07' R4)
(L8)	N88°59'02"E	100.00'	



SEE SHEET 'H'

SEE SHEET 'J'

SEE SHEET 'C'

SEE SHEET 'B'

SEE SHEET 'A'

SEE SHEET 'I'

SEE SHEET 'K'

SEE SHEET 'L'

SEE SHEET 'M'

SEE SHEET 'N'

SEE SHEET 'O'

SEE SHEET 'P'

SEE SHEET 'Q'

SEE SHEET 'R'

SEE SHEET 'S'

SEE SHEET 'T'

SEE SHEET 'U'

SEE SHEET 'V'

SEE SHEET 'W'

SEE SHEET 'X'

SEE SHEET 'Y'

SEE SHEET 'Z'

EXHIBIT B

DESCRIPTION OF INTERSECTION IMPROVEMENTS

- Traffic Signal at intersection of Harvill Avenue and Harley Knox Boulevard
- County of Riverside Traffic Signal, Lighting, Signing and Striping Plans –
Plot Plan 20699R1 and Parcel Map 33942
- IP110029

EXHIBIT C

TRAFFIC SIGNAL FEE OBLIGATION

PP 20699R1 and PM 33942

Total Industrial Building Area (Square Footage): 1,205,660 ft²

Developer Signal Fee Obligation Amount:

Fee Breakdown

Paid Industrial Building (\$0.056 / ft²) \$ 0.00

Unpaid Industrial Building (\$0.056 / ft²) \$ 67,517.00

Total Traffic Signal Mitigation Fee Obligation \$ 67,517.00

Traffic Signal Cost Estimate (Based on Lowest Bid):

Estimate Breakdown

Signalization \$191,100.00

Total Traffic Signal Cost Estimate \$191,100.00

County will reimburse actual eligible costs up to a maximum of \$235,000, once the project is complete and actual costs are verified.

EXHIBIT D
FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

FAITHFUL PERFORMANCE BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 (Government Code Section 66499.1)

FOR: Streets and Drainage \$4,570,260.00 Tract/Parcel Map 33942 (PP 20699-R1)
 Water System \$ _____ Bond No. K07900806
 Sewer System \$ _____ Premium \$45,703/2yrs.

Surety Westchester Fire Insurance Company Principal Knox Logistics LLC
a Delaware limited liability company
 Address 9200 Oakdale Ave., 8th Floor Address 3501 Jamboree Road, Suite 230
 City/State Chatsworth, CA City/State Newport Beach, CA
 Zip 91311 Zip 92660
 Phone 818-428-3558 Phone 949-477-4731

WHEREAS, the County of Riverside, State of California, and Knox Logistics LLC
a Delaware limited liability company
 (hereinafter designated as "principal") have entered into, or are about to enter into, the attached
 agreement(s) whereby principal agrees to install and complete the above designated public
 improvements relating to (Tract/Parcel) 33942 (PP 20699-R1) which agreement(s) is/are hereby
 referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for
 the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Westchester Fire Insurance Company, as
 surety, are held and firmly bound unto the County of Riverside in the penal sum of Four Million Five
Hundred Seventy Thousand Two Hundred Sixty and No/100 Dollars (\$4,570,260.00) lawful money of
 the United States, for the payment of which sum will and truly be made, we bind ourselves, our
 heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs,
 executors, administrators, successors or assigns, shall in all things stand to and abide by, and
 well and truly keep and perform the covenants, conditions and provisions in the said agreement
 and any alteration thereof made as therein provided, on his or their part, to be kept and
 performed at the time and in the manner therein specified, and in all respects according to their
 true intent and meaning, and shall indemnify and save harmless the County of Riverside, its
 officers, agents and employees, as therein stipulated, then this obligation shall become null and
 void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore,
 there shall be included costs and reasonable expenses and fees, including reasonable attorney's
 fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs
 and included in any judgment rendered.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 10/17/2012

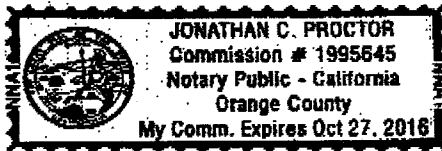
Date

before me, Jonathan C. Proctor, Notary Public

Here Insert Name and Title of the Officer

personally appeared Eugene T. Zondlo

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Number of Pages: _____

Document Date: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Tract/Parcel Map 33942 (PP 20699-R1)
Bond No. K07900806
Faithful Performance Bond

Knox Logistics LLC
a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**
a Delaware limited liability company,
Its Managing Member

By: **TC Industrial Associates, Inc.,**
a Delaware corporation,
Its Managing Member

By: _____


Name: **David Nazaryk,**
Title: **Vice President**

ACKNOWLEDGMENT

State of California
County of Orange

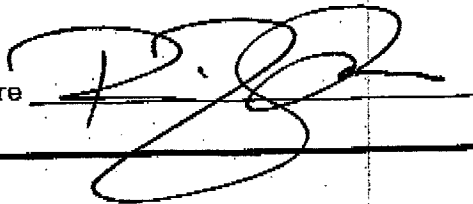
On January 25, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

personally appeared David Nazaryk
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.

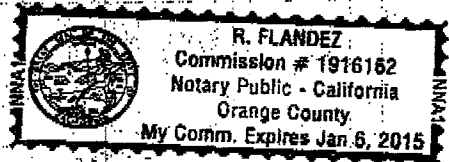
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MATERIAL AND LABOR BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 2,998,870.00 Tract/Parcel Map 33942 (PP 20699-R1)
Water System \$ _____ Bond No. K07900806
Sewer System \$ _____ Premium Included in Performance Bond

Surety	<u>Westchester Fire Insurance Company</u>	Principal	<u>Knox Logistics LLC</u> <u>a Delaware limited liability company</u>
Address	<u>9200 Oakdale Ave., 8th Floor</u>	Address	<u>3501 Jamboree Road, Suite 230</u>
City/State	<u>Chatsworth, CA</u>	City/State	<u>Newport Beach, CA</u>
Zip	<u>91311</u>	Zip	<u>92660</u>
Phone	<u>818-428-3558</u>	Phone	<u>949-477-4731</u>

WHEREAS, the County of Riverside, State of California, and Knox Logistics LLC
a Delaware limited liability company

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 33942 (PP 20699-R1), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Two Million Nine Hundred Ninety Eight Thousand Eight Hundred Seventy and No/100 Dollars (\$2,998,870.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 17th, 2012.

Knox Logistics LLC
NAME OF PRINCIPAL: a Delaware limited liability company
See attached Signature Block

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

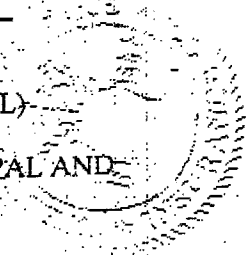
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westchester Fire Insurance Company

AUTHORIZED SIGNATURE: *Eugene T. Zondlo* _____
Its Attorney-in-Fact Eugene T. Zondlo Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 10/17/2012

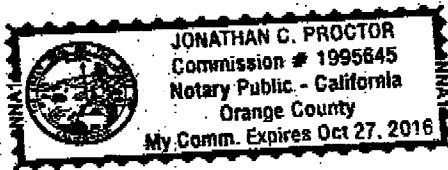
Date

before me, Jonathan C. Proctor, Notary Public

Here Insert Name and Title of the Officer

personally appeared Eugene T. Zondlo

Name(s) of Signer(s)



Place Notary Seal Above

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/his/their authorized capacity(ies), and that by his/his/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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Tract/Parcel Map 33942 (PP 20699-R1)
Bond No. K07900806
Material and Labor Bond

Knox Logistics LLC
a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**
a Delaware limited liability company,
Its Managing Member

By: **TC Industrial Associates, Inc.,**
a Delaware corporation,
Its Managing Member

By: _____


Name: David Nazaryk,
Title: Vice President

ACKNOWLEDGMENT

State of California
County of Orange

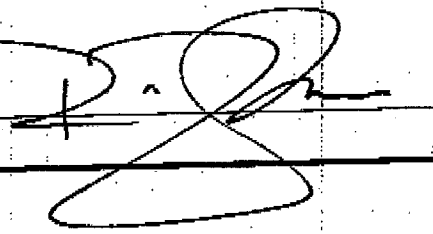
On January 25, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

personally appeared David Nazaryk
who proved to me on the basis of satisfactory evidence to be the pers on(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 pers on(s) acted, executed the instrument.

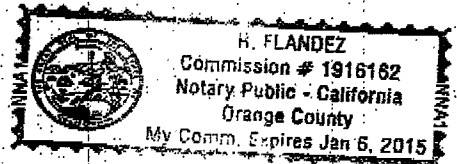
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 08847

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT Pursuant to the Insurance Code of the State of California,

Westchester Fire Insurance Company

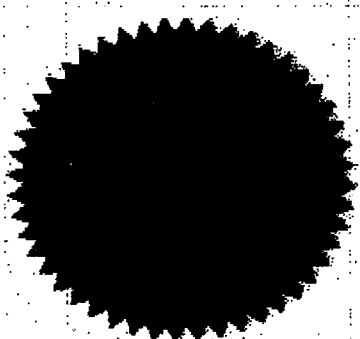
of Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Tort and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st
day of January, 2011, I have hereunto
set my hand and caused my official seal to be affixed this
2nd day of December, 2010



Steve Poizner
Insurance Commissioner

By


Susan J. Stapp
For Jesse Huff, Deputy
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

EXHIBIT E

NOTICE OF CREDIT

PP 20699R1 and PM 33942

Square Feet that have not paid Development Impact Fees as of the date of this Notice: 1,205,660 ft²

Earned Fee Credit Amount: \$191,100

Subtract Amount of Development Impact Fee traffic fee component still due as of the date of this Notice:
 $\$0.056 / \text{ft}^2 \times 1,205,660 \text{ ft}^2 =$ \$ 67,517

Fee Credit - Excess/(Deficiency) \$123,583

A fee credit of **\$0.056 /sq ft (Industrial)*** will apply to PP 20699R1 and PM 33942

Application of Fee Credit Excess:

Amount of Fee Credit Excess: \$123,583

Amount to be Applied to PP 20699R1 and PM 33942 on a per sq. ft. basis of **\$0.056/sq ft (Industrial)***: \$ 67,517

Amount to be Applied to Tract/Parcel Map _____ on a per unit/acre basis of \$ ____ / **unit/acre***: \$ 0

Amount to be Reimbursed \$123,583

Terms on which Reimbursement is to be made:
County will reimburse and/or provide credits for actual eligible costs up to a combined maximum of \$235,000 once the project is complete and actual cost are verified.

* The traffic signal component of the Development Impact Fees collected for the above specified Tract/Parcel Maps shall be reduced by the rates shown in bold face type at the time of payment.