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



(ID # 17184)

MEETING DATE:

Tuesday, September 28, 2021

FROM:

TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Parcel Map 36564 a Schedule "E" Subdivision in the Cherry Valley area. District 5. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Improvement Agreements and Securities for Final Parcel Map 36564 as approved by County Counsel;
- 2. Approve the Final Parcel Map; and
- 3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Parcel Map 36564.

ACTION:Consent

Mark Lancaster, Director of Transportation

9/27/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None None

Absent: Date:

September 28, 2021

xc:

Transportation

Kecia R. Harper

Clerk of the Board

By

Deputy

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

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Yea	ır:	Total Cost:	Ongoing Cost			
COST	\$	0	\$	0	\$	0		\$	0
NET COUNTY COST	\$	0	\$	0	\$	0		\$	0
SOURCE OF FUNDS	S: Applicant	fees 1	00%		Budget	Adjus	stment:	N/A	1
COUNCE OF TONE	Applicant	1003	00 /0		For Fis	cal Ye	ar:	N/A	4

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Final Parcel Map 36564 was approved by the Board of Supervisors on October 17, 2017 as Agenda Item 19.1. Final Map 36564 is a 230 acre subdivision that is creating 4 commercial lots in the Cherry Valley area. This Final Parcel Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final parcel map.

I10 Logistics Owner, LLC. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Atlantic Specialty Insurance Company are as follows:

FPM 36564 \$13,105,000 #800016788 for the completion of road and drainage improvements.

FPM 36564 \$3,924,000 #800016788 for the completion of the water system.

FPM 36564 \$646,500 #800016788 for the completion of the sewer system

FPM 36564 \$14,000 #800016787 for the completion of the monumentation.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

FPM 36564 Vicinity Map FPM 36564 Improvement Agreement FPM 36564 Mylars

Jason Farin, Principal Management Analyst

9/21/2021

Gregory Prianos, Director County Counsel

9/14/2021

ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY RECORDS MANAGEMENT PROGRAM RECORDS TRANSFER LIST, part 1

		_
1,	Work Order #	

1. Page ____ of ____

INSTRUCTIONS: Fax completed form to (909) 358-6961.

and submit origin	al form to	the R	ecords Center w	ith the recor	ds being transferred.
DEPARTMENT	AL INFO	RMA	TION		
3. DEPARTMENT Clerk of the Board of Supervisors		8. 0.	RG.#		10. DATE 09/28/2021
4. ORGANIZATION County of Riverside	9. A	CCOUNT#		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127	12. N	IO. OF BOXES TRA	NSFERRED		
стту Riverside, Ca. 92501		13. R	ECORDS TRANSFE	ERRED BY:	
6. MAIL STOP 7. Name PHONE # FAX# 1010 Sue Maxwell 955-1069 955	-1071	14. R	ECORDS COORDII	NATOR (must	be Authorized):
15. BOX# (Temp) DESCRIPTION OF RECORDS Must be the same as records series title on schedule Item No 2.1	17. RANI OF YE		18. DESTRUCTION DATE	19, RECORD SERIES TITI CODE	20. PERMANENT BOX # {Barcode label}
Board of Supervisors Meeting 09/28/2021					
Final Parcel Map No 36564 - Sched E					
Subdivision of Portion of Northwest Quarter of SEC 30 T2S R1W SBM					
District 5					
					9-
21. RECORDS RECEIVED BY:		30. REMARKS		ERK/BO	
22. TITLE SCHOOL GAS INCENTING ICCL 23. RECEIVED VIA:				YED RIVERS BOARD OF	
24. DATE RECEIVED: 9/28/2021 25. TIME RECEIVED: 26. BOXES VERIFIED BY: 27. DATE BOXES VERIF				FSUPERVISO	
28. NAME\DATE SCANNED TO HOLDING AREA:		-		SCANNED TO	UDCATION:
				WINED 10	LOCATION:

9/28/21 2.1 2021-9-15/1439



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM PROPERTIES

BOARD APPROVAL REQUIR	FD: ⊠ Ves □ No			2021 SFP 21 PM 3: 07			
COUNTY COUNSEL APPROV		☐ AGREEMENT/0	CONTRACT	NO.:			
REQUESTED BOARD DAT	E: 9/28/2021	CAI	N IT GO AT A I	ATER DATE: □YES □NO			
☐ AMENDMENT	NO.	☐ CHANGE OR	DFR	NO.			
☐ RESOLUTION	NO.	☐ ORDINANCE		NO.			
☐ AWARD PACKAGE	☑ FINAL MAP	☐ ACQUISITION	N/EDA	☐ ADVERTISEMENT PACKAG			
☐ OTHER:		SUPERVISORIAL		1			
PROJECT/SUBJECT:							
FINAL PARCEL MAP NO: 3	86564 (Schedule "F")						
	OF FINAL PARCEL MAP AND II	MPROVEMENT AG	REEMENTS				
CONTRACTING PARTY: D	ENNIS ODENBAUGH		W.O. NO.: F				
PROJECT MANAGER: DEN	NNIS ODENBAUGH		EXTENSION:				
FORM 11 AUTHOR/CONT	ACT: DENNIS ODENBAUGH		EXTENSION:				
FISCAL			la e				
AMOUNT: \$ (0)			CHANGE OR	DER AMOUNT: \$			
FUNDING SOURCE (S): Ap	oplicant Fees		FUNDING SOURCE(S):				
				- 			
ROUTING							
SPECIAL ROUTING INSTR	UCTIONS (e.g., who receives o	riginal agreement	ts, companior	item, rush, etc.):			
THE FINAL PARCEL MAP A	ND 3 IMPROVEMENT AGREEM	IENTS ARE TO BE E	XECUTED BY	THE CHAIR OF THE BOARD			
	S TO BE DELIVERED TO THE CO						
AURELWENT AND RETURN	N THE 2 REMAINING IMPROVE	MENT AGREEEME	NT TO TRANS	PORTATION.			
MINUTETRAQ (MT) NO	TRANS TRANSPORT						
17184	TRANS TRACKING ID:	DATE	DATE RECEIVED: INITIALS:				

9/28/21 2.1

VERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION PERSONS WHOSE CONSENT IS NECESSARY TO PASS A ISENT TO THE MAKING AND RECORDING OF THIS DISTINCTIVE BORDER LINE. THE JICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DEDICATION IS FOR STREET AND PUBLIC UTILITY

'A", CHERRY VALLEY BOULEVARD, THE OWNERS OF Y AND DURING SUCH TIME WILL HAVE NO RIGHTS OF OF TRAVEL, ALSO EXCEPTING ONE (FORTY FOOT) AND HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS

DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AND 2 AS SHOWN HEREON. THE DEDICATION IS FOR VERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE

3 DEDICATED AS AN LASEMENT FOR PUBLIC PURPOSES ARCELS 1 THROUGH 3 NOLUSIVE AS SHOWN HEREON. 3D MAINTENANCE OF FLOOD CONTROL FACILITIES.

3 DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: 2 AS SHOWN HEREON, THE DEDICATION IS FOR 2M DRAIN EASEMENTS, FOR CONSTRUCTION AND ES.

NANCE LASEMENTS OVER PARCEL 3 FOR PRIVATE USE ICCESSORS, ASSIGNEES AND LOT CWNERS WITHIN THIS

MENTS OVER PARCEL 3 FOR PRIVATE USE, FOR THE 5, ASSIGNAES AND LOT OWNERS WITHIN THIS PARCEL

AWARE LIMITED LIABILITY COMPANY

Y, A NEBRASKA CORPORATION, ST. NO. 2021-0202918, O.R. NO. 2021-0202918, O.R. RP. TRUSTEE UNDER DEED OF

HUTHOR 1240 いろうずるの

G THIS CERTIFICATE VERIFIES ONLY THE CUMENT TO WHICH THIS CERTIFICATE IS OY OR VALIDITY OF THAT DOCUMENT

Haida.t.

z TE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF LOT LINE ADJUSTMENT NO. 190013 RECORDED SEPTEMBER 18, AS INSTRUMENT NO. 2019-0365786 AS CONVEYED BY GRANT DEEDS RECORDED MAY, 01 2020 AS DOCUMENT NO. 2020-0189593 AND MAY, 01 2020 AS DOCUMENT NO. 2020-0189593 AND MAY, 01 2020 AS DOCUMENT NO. 2020-0189594, RESPECTIVELY, ALL OF OFFICIAL RECORDS OF RIVERS DE COUNTY, CALFORNIA, LYING WITHIN THE NE 1/4 AND E 1/2 OF THE NW 1/4 OF FRACTIONAL SECTION 30, 1.25., R.TW., S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS NOVEMBER, 2018

COUNTY SURVEYOR'S STATEMENT

THS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 36564 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON OCTOBER 17, 2017, THE EXPIRATION DATE BEING OCTOBER 17, 2021, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE ر الا

LS 8488, EXPIRES 12-31-22 DAVID McMILLAN, COUNTY SURVEYOR



SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.

FACILITIES, ARE HEREBY NOT ACCEPTED. THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENT, FOR INGRESS AND EGRESS TO AND FROM STORM DRAIN EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTORL

20 a/

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA KECIA HARPER

Karen J. Spiege C OF THE BOARD OF SUPERVISORS

CLERK OF THE BOARD OF SUPERVISORS

Die mafaires DEPUTY

NOTABY ACKNOWN TRAINER

SURVEYOR'S STATEMENT

AI E

THIS MAP WAS PREPARED BY ME OR UNDER A IN CONFORMANCE WITH THE REQUIREMENTS OF AT THE REQUIREMENTS OF AT THE REQUIREMENTS OF THE CHARACTER AND OCCACORDANCE WITH THE TERMS OF THE MONUMENTS WILL BE SET SUFFICIENT TO ENABUTHAT THIS PARCEL WAP SUBSTANTIALLY CONFORMANCE. APPROVED TENTATIVE MAP, IF ANY.

DATE: AUGUST 26 2021 MARKO S. WILL

MATTHEW E. WEBB

L.S. 5529, EXP. 9/30/22

TAX COLLECTOR'S CERTIFIC

ESTIMATED TO BE \$ 610,700.00 DATE: August I HEREBY CERTIFY THAT ACCORDING TO THE REARE NO LIENS AGAINST THE PROPERTY SHOWN MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NO 30, 2021 extend

MATHEW JENNINGS

COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

WITH THE COUNTY RECORDER ARE A LIEN AGAIN
SAID BOND HAS BEEN DULY APPROVED BY SAID
AX CLUMES ANY EMPROVED BY SAID
AX CLUMES ANY EMPROVED BY SAID
DATE: A VIGUE SAID 20 Z.J
CASH OR SURED BOND
MATHEW JENNINGS I HEREBY CERTY THAT A BOND IN THE SUM OF FILED WITH THE BOARD OF SUPERVISORS OF THE CONDITIONED UPON THE PAYMENT OF ALL TAXES CONDITIONED UPON THE PAYMENT OF ALL TAXES ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES

9/28/21 2.1

From: Odenbaugh, Dennis < DODENBAU@RIVCO.ORG>

Sent: Monday, September 27, 2021 11:14 AM To: Maxwell, Sue <smaxwell@RIVCO.ORG>

Cc: Rector, Kimberly <KRECTOR@RIVCO.ORG>; McMillan, David <DMcMilla@RIVCO.ORG>; Rayburn, Tim

<TRAYBURN@RIVCO.ORG>; COB <COB@RIVCO.ORG>

Subject: RE: September 28 2021 Item No 2.1 - MT 17184 / Final Parcel Map 36564

Thank you kindly

From: Maxwell, Sue < smaxwell@RIVCO.ORG > Sent: Monday, September 27, 2021 11:11 AM

To: Odenbaugh, Dennis < DODENBAU@RIVCO.ORG>

Cc: Rector, Kimberly < KRECTOR@RIVCO.ORG >; McMillan, David < DMcMilla@RIVCO.ORG >; Rayburn, Tim

<TRAYBURN@RIVCO.ORG>; COB <COB@RIVCO.ORG>

Subject: September 28 2021 Item No 2.1 - MT 17184 / Final Parcel Map 36564

Good morning Dennis,

Yes; you can hand-carry Map 36564 from COB to the Recorder.

I'll call you when the final map is approved and signed.

With best regard,

Sue Maxwell

Board Assistant Riverside County Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor, Room 127 Riverside, CA 92501 (951) 955-1069 Fax (951) 955-1071 Mail Stop #1010

From: Odenbaugh, Dennis < DODENBAU@RIVCO.ORG >

Sent: Monday, September 27, 2021 10:57 AM To: Maxwell, Sue < smaxwell@RIVCO.ORG>

Cc: Rector, Kimberly < KRECTOR@RIVCO.ORG >; Goshay, Tammymae < TMGoshay@Rivco.org >; McMillan, David

<<u>DMcMilla@RIVCO.ORG</u>>; Rayburn, Tim <<u>TRAYBURN@RIVCO.ORG</u>>

Subject: MT 17184 / Final Parcel Map 36564

Sue,

This item is on tomorrows agenda. The developer has a special request for us to personally deliver this map to the Recorder. They are trying to get the map recorded before the out of bonding period starts by Oct 1st. If approved tomorrow and when the COB signs the map, can I come pick up the map to take it to the Recorder?

Thank you for your consideration,

Dennis Odenbaugh PLS 4080 Lemon Street 8th Floor Riverside, Ca. 92508 951-955-1843

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This a	greement,	made and	entered	into	by	and	between	the	County	of	Riverside,	State of	Calif	ornia.
hereinafter	called	County,	and	-							Logistic			
, hereinafter	called Co	ntractor.									1			

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 36564 (Plot Plan 25337), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Thirteen Million One Hundred Five Thousand and no/100 Dollars (\$13,105,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

Agreement for the Construction of Road/Drainage Improvements Parcel Map <u>36564Plot Plan 25337</u>
Page 1

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 I10 Logistics Owner, LLC 2 Park Plaza #700 Irvine, CA 92614

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

110 LOGISTIC OWNER, LLC,

a Delaware limited liability company

By: I10 Logistic Investments, LLC its sole member By: SRI – I10 LDC, LLC, its Administrative Member

 $By_{\underline{}}$

Print Name: William A. Shopoff

Title: President & CEO

COUNTY OF RIVERSIDE signature page to follow on page 4.

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

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.

Signature _

validity of that document.								
State of California County ofOrange								
On July 2, 2021 before me,	Terri Hovdestad, Notary Public							
	(insert name and title of the officer)							
personally appeared William A. Shopoff								
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument 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.	TERRI HOVDESTAD Notary Public - California Orange County Commission # 2244544 My Comm. Expires Jun 28, 2022							

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen Spiegel

KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,

Clerk of the Board

By Deputy

APPROVED AS TO FORM

Revised

County Counsel

By B.F.

09/01/2020

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agre	ement,	made a	nd entered	into	by	and	between	the	County	of Ri	verside, St	ate of Cali	fornia,
hereinafter	called	Count	y, and							I10	Logistics	Owner,	LLC
, hereinafter ca	illed Co	ntractor											

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 36564 (Plot Plan 25337), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Yucaipa Valley Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three Million Nine Hundred Twenty Four Thousan

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

Agreement for the Construction of Water System Improvements Parcel Map <u>36564Plot Plan 25337</u>
Page 1

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

Agreement for the Construction of Water System Improvements Parcel Map <u>36564Plot Plan 25337</u> Page 2 TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 I10 Logistics Owner, LLC 2 Park Plaza #700 Irvine, CA 92614

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

110 LOGISTIC OWNER, LLC,

a Delaware limited liability company

By MA / / /

Print Name: William A. Shopoff

Title: President & CEO

COUNTY OF RIVERSIDE signature page to follow on page 4.

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

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.

Signature

validity of that document.							
State of California County of							
On July 2, 2021 before me,	Terri Hovdestad, Notary Public						
	(insert name and title of the officer)						
personally appearedWilliam A. Shopoff							
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.	TERRI HOVDESTAD Notary Public - California Orange County Commission # 2244544						

(Seal)

My Comm. Expires Jun 28, 2022

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE By KAREN SPIEGEL CHAIR, BOARD OF SUPERVISORS ATTEST: KECIA R. HARPER, Clerk of the Board By Deputy APPROVED AS TO FORM County Counsel

Revised

09/01/2020

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agr	eement,	made and	entered	into	by	and	between	the	County	of Riv	erside,	State	of Cali	fornia,
hereinafter	called	County,	and							I10	Logisti	ics	Owner,	LLC
, hereinafter c	alled Co	ntractor.			XX:		nochmi							

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 36564 (Plot Plan 25337), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Yucaipa Valley Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Six Hundred Forty Six Thousand Five Hundred and no/100 Dollars (\$646,500.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or Agreement for the Construction of Sewer System Improvements

Parcel Map 36564Plot Plan 25337

Page 1 SEP 2 8 2021 2.1

Agreement for the Construction of Sewer System Improvements Parcel Map <u>36564Plot Plan 25337</u> Page 2

any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 I10 Logistics Owner, LLC 2 Park Plaza #700 Irvine, CA 92614

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

110 LOGISTIC OWNER, LLC,

a Delaware limited liability company

By: I10 Logistic Investments, LLC its sole member By: SRI-I10 LDC, LLC, its Administrative Member

By ////// / ////

Print Name: William A. Shopoff

Title: President & CEO

COUNTY OF RIVERSIDE signature page to follow on page 4.

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

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.

validity of that document.							
State of California County of							
On July 2, 2021 before me, Terri Hovdestad, Notary Public							
(insert name and title of the officer)							
personally appeared William A. Shopoff 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							

WITNESS my hand and official seal.

paragraph is true and correct.

(Seal)

TERRI HOVDESTAD
Notary Public - California
Orange County
Commission # 2244544
My Comm. Expires Jun 28, 2022

Signature

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,

Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

Revised

09/01/2020

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and e	intered into by and between the County of Riverside, State of California,
hereinafter called County, and _	I10 Logistics Owner, LLC
hereinafter called Contractor.	

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 36564 (Plot Plan 25337), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>Fourteen Thousand and no/100 Dollars</u> (\$14,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

Agreement for the Placement of Survey Monuments Parcel Map <u>36564Plot Plan 25337</u> Page 1 FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 I10 Logistics Owner, LLC 2 Park Plaza #700 Irvine, CA 92614

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

110 LOGISTIC OWNER, LLC,

a Delaware limited liability company

By: I10 Logistic Investments, LLC its sole member By: SRI-I10 LDC, LLC, its Administrative Member

 $By_{\underline{}}$

Print Name: William A. Shopoff

Title: President & CEO

COUNTY OF RIVERSIDE signature page to follow on page 4.

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

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.

validity of that docur	ment.					
State of California County ofOra	ange)			
On _ July 2, 2021		_ before me,	Terri Hovdestad, Notary Public			
			(insert name and title of the officer)			
porconally appoared						
personally appeared						

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)

TERRI HOVDESTAD

Notary Public - California Orange County Commission # 2244544 My Comm. Expires Jun 28, 2022

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

CHAIR, BOARD OF SUPERVISORS ATTEST:

KECIA R. HARPER, Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020