

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



ITEM: 3.37  
(ID # 22771)

**MEETING DATE:**

Tuesday, October 17, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Assignment and Assumption of, and Amendment to Cooperative Agreement Between the County of Riverside, Riverside County Flood Control and Water Conservation District, I10 Logistics Owner, LLC and IV1 Cherry Valley Logistics, LLC for Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1, Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1, Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1, Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1 and Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1 (Parcel Map No. 36564), Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233 and 5-0-00234, Nothing Further is Required Under CEQA, District 5. [\$0] (Companion Item to MT Item No. 22714)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in the Final Environmental Impact Report (EIR; SCH No. 20144011009) by the Riverside County Planning Department (Lead Agency) and Resolution No. F2021-08, Making Responsible Agency Findings Pursuant to the CEQA and Issuing Certain Limited Approvals for the Cooperative Agreement, adopted by the Riverside County Flood Control and Water Conservation District's Board on March 2, 2021 (Board Agenda Item No. 11.2);

Continued on Page 2

**ACTION:Policy**

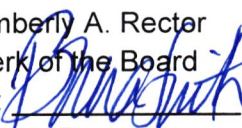
  
Mark Lancaster, Director of Transportation 9/21/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 17, 2023  
xc: Trans., Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

(Companion Item 11.2)

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Approve the Assignment and Assumption of and Amendment to Cooperative Agreement ("Agreement") between the County of Riverside ("County"), Riverside County Flood Control and Water Conservation District ("District"), I10 Logistics Owner, LLC ("Assignor") and IV1 Cherry Valley Logistics, LLC ("Assignee");
3. Authorize the Chair of the Board of Supervisors to execute the Agreement documents on behalf of the County; and
4. Authorize the Director of Transportation or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Assignee is funding all construction and construction inspection costs (100%). No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> NA	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Agreement transfers the rights and responsibilities as established by the Cooperative Agreement executed on March 2, 2021 (Agenda Item No. 3.26) from I10 Logistics Owner, LLC ("Assignor") to IV1 Cherry Valley Logistics, LLC ("Assignee"). Once executed, the Assignee will assume responsibility for the construction of the storm drain facilities as originally required as a condition of development for Parcel Map No. 36564.

Upon completion of the facility's construction, the County will assume ownership and responsibility for the operation and maintenance of (i) Lateral A-10 storm drain and all associated features and (ii) all storm drains within public right of way located on Roberts Street, excluding the District's portion of Line A and Lateral A-2 located within Roberts Street.

The District will assume ownership, operation and maintenance of (i) Line A underground storm drain and associated features, excluding the upstream training berms, (ii) Line A outlet spreading structure, (iii) Lateral A-1 storm drain and all associated features, (iv) Lateral A-2 storm drain and all associated features, excluding the upstream training berm and (v) Laterals A-8 and A-9 storm drains and all associated features.



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

The Assignee will assume ownership, operation and maintenance of (i) Line B underground storm drain and all associated features, (ii) Line B outlet spreading structure, (iii) Lateral A-3, A-4, A-5, A-6 and A-7 storm drains and all associated features, (iv) Training Berms A and A-2 and (v) Mitigation channels, two (2) water quality basins and associated features.

County Counsel has approved the Agreement as to legal form, and the Assignor and Assignee have executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation District's agenda this same date.

**Environmental Findings**

The transfer of rights and responsibilities from the Assignor to the Assignee is not a "project" pursuant to Section 15378(b)(5) of the CEQA Guidelines, which states that a "project" does not include "Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

The transfer of rights and responsibilities will not, in and of itself, result in a physical change to the environment and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the transfer of rights and responsibilities is not a project within the meaning of CEQA. No further CEQA analysis is required.

**Impact on Residents and Businesses**

Construction of these drainage improvements is a requirement for the development of Parcel Map No. 36564. The key beneficiaries are the future owners of the industrial building(s). Ancillary benefits will accrue to the public who will utilize Cherry Valley Boulevard.

**Additional Fiscal Information**

The Assignee is funding all construction and construction inspection costs. Future operation and maintenance costs of the County maintained storm drain facilities located within the County right of way will accrue to the Transportation Department. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

**ATTACHMENTS:**

Vicinity Map

Assignment and Assumption of and Amendment to Cooperative Agreement

  
Jason Farin, Principal Management Analyst 10/10/2023

  
Aaron Gettis, Deputy County Counsel 9/26/2023

ASSIGNMENT AND ASSUMPTION OF, AND  
AMENDMENT TO COOPERATIVE AGREEMENT

Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233 and 5-0-00234  
Parcel Map No. 36564

This Assignment and Assumption of, and Amendment to Cooperative Agreement ("ASSIGNMENT") is made by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); (ii) the County of Riverside, a political subdivision of the State of California ("COUNTY"); (iii) I10 Logistics Owner, LLC, a Delaware limited liability company ("ASSIGNOR"), and (iv) IV1 Cherry Valley Logistics Center LLC, a Delaware limited liability company ("ASSIGNEE"), (together, referred to as the "Parties" and individually as "Party"). Parties hereto agree as follows:

RECITALS

A. DISTRICT, COUNTY and ASSIGNOR have previously entered into that certain Agreement which was executed on March 2, 2021, (DISTRICT Board Agenda Item No. 11.2; COUNTY Board Agenda Item No. 3.26), and recorded as Document No. 2021-0247277 in the Official Records of the County of Riverside ("AGREEMENT"), setting forth the respective rights and obligations concerning ASSIGNOR's proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Parcel Map No. 36564, located in an unincorporated area of western Riverside County in the State of California and hereinafter called ("PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to PROPERTY pursuant to certain Grant Deeds dated January 27, 2023, and recorded as Document Nos. 2023-0026623 and 2023-0026624 in the Official Records of the County of Riverside and plans to proceed in accordance with AGREEMENT; and

OCT 17 2023 3.37/11.2



C. A true and correct copy of AGREEMENT has been provided to ASSIGNEE. The AGREEMENT describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Parcel Map No. 36564 are to be designed, constructed, inspected, and accepted for operation and maintenance; and

D. Section V.15 of AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of Parties thereto; and

E. The totality of ASSIGNOR's rights, title, interests, benefits and privileges pursuant to AGREEMENT, and the totality of ASSIGNOR's obligations or responsibilities pursuant to AGREEMENT, are hereinafter collectively called "RIGHTS AND OBLIGATIONS"; and

F. ASSIGNOR, ASSIGNEE, COUNTY, and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE shall assume and agrees to perform all RIGHTS AND OBLIGATIONS as stated in AGREEMENT; and

G. Concurrently with the assignment and assumption of AGREEMENT, DISTRICT desires to make certain amendments to AGREEMENT, which together shall constitute the ASSIGNMENT; and

H. Section V.17 of AGREEMENT provides that AGREEMENT may be changed or modified subject to the written consent of Parties thereto; and

NOW, THEREFORE, in consideration of the preceding Recitals and the mutual covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

1. The above Recitals are true and correct and incorporated into the terms of this ASSIGNMENT.

2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of its RIGHTS AND OBLIGATIONS to ASSIGNEE, and ASSIGNEE accepts RIGHTS AND OBLIGATIONS.

3. For the benefit of DISTRICT and COUNTY, ASSIGNEE hereby agrees to be fully bound by the terms of AGREEMENT that are stated and imposed on ASSIGNOR in AGREEMENT. ASSIGNOR is referred to as DEVELOPER in AGREEMENT.

4. AGREEMENT is hereby amended as follows:

I. Section I.4 is revised to read:

Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Parcel Map No. 36564 or any phase thereof, whichever occurs first, provide COUNTY with faithful performance and payment bonds in accordance with COUNTY's Ordinance No. 460, including any amendments thereto, for the estimated cost of construction of (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) of COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds, shall list COUNTY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from COUNTY.

II. Section I.14 is revised to read:

After receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.1 through I.13, notify



DISTRICT (Attention: Construction Management Section) and COUNTY with twenty (20) calendar days written notice of intent to start construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section V.

III. Section III.2 is revised to read:

Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of COUNTY Ordinance No. 460, including any amendments thereto, as set forth in Section I.4, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class

of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from COUNTY. COUNTY shall not release said bonds until DISTRICT provides COUNTY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.11.

IV. Section V.3 is revised to read:

"DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT, unless DISTRICT and COUNTY agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority (i) for DISTRICT to terminate the Agreement and (ii) for COUNTY to require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds for DISTRICT to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. In the event, COUNTY and DISTRICT elect to proceed under Section V.3.ii, the following provisions (a) and (b) apply:

- a. DEVELOPER grants to DISTRICT and DISTRICT's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Parcel Map No. 36564 to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. This right of entry shall terminate when such construction and any other remaining work is complete.



b. COUNTY shall enforce the bonds and subsequently reimburse DISTRICT for DISTRICT costs incurred. If funds from the bond are insufficient to cover both COUNTY and DISTRICT's costs, COUNTY and DISTRICT shall negotiate an allocation of funds between them and determine whether COUNTY or DISTRICT shall cover the remaining costs."

V. Section V.4 is revised to read:

"If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT."

5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, DISTRICT and COUNTY hereby consent and agree to (i) the assignment of RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of Parties, ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all charges incurred pursuant to AGREEMENT.

6. The assignment and assumption of RIGHTS AND OBLIGATIONS pursuant to this ASSIGNMENT shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

7. In the event that any action or suit by Party hereto is brought against another Party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this ASSIGNMENT, the prevailing Party shall be entitled to have and recover of and from the other Party all costs and expenses of the action or suit, including reasonable attorneys' fees.

8. This ASSIGNMENT is to be construed in accordance with the laws of the State of California.

9. If any provision in this ASSIGNMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. Nothing in the provisions of this ASSIGNMENT is intended to create duties or obligations to or rights in third parties not Parties to this ASSIGNMENT.

11. This ASSIGNMENT may be changed or modified only upon the written consent of Parties hereto.

12. Any and all notices sent or required to be sent to ASSIGNEE arising from either this ASSIGNMENT, or the obligations contained in AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

COUNTY OF RIVERSIDE  
4080 Lemon Street 8<sup>th</sup> Floor  
Riverside, CA 92502-1090  
Attn: Transportation Department  
Plan Check Section

110 LOGISTICS INVESTMENTS, LLC  
2 Park Plaza, Suite 700  
Irvine, CA 92614  
Attn: Administrative Member

IV1 CHERRY VALLEY LOGISTICS  
CENTER, LLC  
1180 Peachtree Street, NE Suite 1575  
Atlanta, GA 30309  
Attn: Carly Smith



13. The individuals executing this ASSIGNMENT on behalf of ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of directors, legal counsel and/or any other board, committee or other entity within their respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

14. Any action at law or in equity brought by any of Parties hereto for the purpose of enforcing a right or rights provided for by ASSIGNMENT, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. This ASSIGNMENT is the result of negotiations between Parties hereto, and the advice and assistance of their respective counsel. The fact that this ASSIGNMENT was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this ASSIGNMENT shall not be construed against DISTRICT because DISTRICT prepared this ASSIGNMENT in its final form.

16. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT on

10/17/23  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

By [Signature]  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

for By [Signature]  
CAROLINE K. MONROY  
Deputy County Counsel

By [Signature]  
Deputy

(SEAL)


Assignment and Assumption Agreement:


Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233 and 5-0-00234  
Parcel Map No. 36564  
MM:blm  
07/26/23



RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
MARK LANCASTER  
Director of Transportation

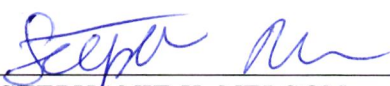
By   
KEVIN JEFFRIES, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
STEPHANIE K. NELSON  
Deputy County Counsel

By   
Deputy

(SEAL)

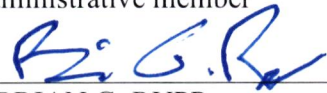
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Parcel Map No. 36564  
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07/26/23

**ASSIGNOR**

**I10 LOGISTICS OWNER, LLC,**  
a Delaware limited liability company

By I10 Logistics Investments, LLC,  
a Delaware limited liability company,  
its sole member

By SRI – I10 LDC, LLC,  
a Delaware limited liability company,  
its administrative member

By   
BRIAN G. RUPP  
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment and Assumption Agreement:  
Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
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Parcel Map No. 36564  
MM:blm  
07/26/23

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On September 5, 2023 before me, Michelle Felicia Flores, Notary Public  
(insert name and title of the officer)

personally appeared Brian G. Rupp,  
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)







**ASSIGNOR**

**I10 LOGISTICS OWNER, LLC,**  
a Delaware limited liability company

By I10 Logistics Investments, LLC,  
a Delaware limited liability company,  
its sole member

By SRI – I10 LDC, LLC,  
a Delaware limited liability company,  
its administrative member

By \_\_\_\_\_  
BRIAN G. RUPP  
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

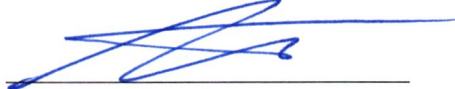
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Parcel Map No. 36564  
MM:blm  
07/26/23

**ASSIGNEE**

**IV1 CHERRY VALLEY LOGISTICS  
CENTER LLC**

a Delaware limited liability company

By



JOONAS PARTANEN

Senior Vice President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment and Assumption Agreement:

Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1

Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1

Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1

Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1

Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1

Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233 and 5-0-00234

Parcel Map No. 36564

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07/26/23

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

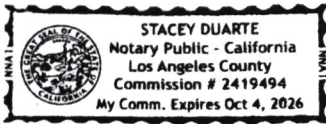
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On August 14, 2023 before me, Stacey Duarte, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Jonas Partanen  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Stacey Duarte  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF [illegible]  
COMMISSIONER OF LANDS  
[illegible]