

PROJECT: Building a Better Connected Inland Empire Project
APN: 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28

**AGREEMENT FOR ACQUISITION OF PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into by and between **INTEX PROPERTIES INLAND EMPIRE CORP., a California Corporation (“Grantor”, “Licensor” or “Seller”)**; and the **CITY OF FONTANA, a Municipal corporation (“City”, “Licensee” or “Buyer”)** in furtherance of the Building a Better Connected Inland Empire Project (“Project”).

Instruments in the form of an easement deed covering an easement for roadway purposes (“Easement Deed”) and a license allowing for temporary construction covering the area describing and depicting a temporary construction easement (“License”), true copies of which are attached hereto as Exhibit “1” and Exhibit “2” will be executed pursuant to this Agreement and will be delivered to Escrow as set forth below.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. PURCHASE AND SALE; SETTLEMENT OF ALL CLAIMS. For valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees to convey the Easement for Roadway Purposes and the License collectively the “Property Rights”) to City via the Easement Deed and License and settle all related claims, including but not limited to, compensation for the Property Rights and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property Rights for the Project.

It is agreed that the Property Rights are being donated to the City by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the Property Rights donated and hereby waives any and all such right to compensation.

It is also agreed that the Property Rights are being acquired without the presence of contamination. If the Property Rights being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

2. City shall:

A. PROPERTY RIGHTS ACCEPTANCE. Accept delivery of the Property Rights conveyed by Grantor and record the same when title can be vested in the City free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes.

It is understood and agreed that the Property Rights donated pursuant to clause 2(A) above includes the actual possession and use of the License allowing for temporary construction covering the area describing and depicting a temporary construction easement identified as County of San Bernardino Assessor's Parcel Number(s) 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28 for the period commencing on April 15, 2026 and terminating on April 15, 2030. This License may also be terminated at Licensee's discretion prior to the above date by the Licensee upon written notice to the Licensor.

Permission is hereby granted to the City or its authorized agent to enter upon the Licensor's land, where necessary, within that certain area shown on the Right of Way Map attached hereto as Exhibit 2, for the purpose of the License allowing for temporary construction covering the area describing and depicting a temporary construction easement for purposes of constructing roadway and utility improvements in connection with the Project. At least 48 (forty-eight) hours advance written notice will be given before any entry to Licensor's property.

Pursuant to this Paragraph 2(A), CITY shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from CITY's use of this Right of Entry as well as its agents, contractors, and employees.

B. **Notice.** Written notice shall be given to Grantor at:
INTEX Properties Corp.
4001 Via Oro Avenue
Long Beach, CA 90810
Attention: Jeffrey L. Pierson

C. **RECORDATION OF INSTRUMENT** - Accept the Deed herein referenced by causing to be issued a Certificate of Acceptance and cause the Deed and Certificate of Acceptance to be recorded in the office of the San Bernardino County Recorder at close of escrow.

D. **MISCELLANEOUS COSTS** - Pay all escrow recording and other fees and charges incurred in this transaction and, if title insurance is desired by CITY, the premium charged therefore.

3. The Seller shall:

A. **WARRANTIES, REPRESENTATIONS, AND COVENANTS** - Seller hereby makes the following warranties, representations, and/or covenants to CITY, which shall survive the Close of Escrow:

Pending Claims. To the best of Seller’s knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property Rights or any portions thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

Encroachments. To the best of Seller’s knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any improvements located on the Easements encroach on other properties.

Title. Until Close of Escrow, Seller shall not intentionally do anything which would impair Seller’s title to the Property Rights.

Condition of Land. To the best of Seller’s knowledge, without inquiry, there are no substances, materials or conditions on or under the Property Rights that qualify as a hazardous material or substance or otherwise violate any environmental law.

Ownership. Seller is the owner of and has the full right, power, and authority to sell, convey, and grant the Property Rights to CITY as provided herein and to carry out Seller’s obligations hereunder. The party executing this Agreement on behalf of Seller represents and warrants that such person is duly and validly authorized to do so on behalf of Seller.

Governmental Compliance. To the best of Seller’s knowledge, Seller has not received any notice from any governmental agency or authority alleging that the area encompassing the Property Rights is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

4. CITY and Seller agree:

A. ESCROW - To open an escrow in accordance with this Agreement at Commonwealth Land Title Insurance Company (“Escrow Agent”). This Agreement constitutes the joint escrow instructions of CITY and Seller, and the Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time not to exceed thirty (30) days.

Within five (5) business days after the effective date of this agreement, Seller will deposit the Easement Deed and License, executed and notarized in a recordable form by Seller, with the Escrow Agent, and CITY will, upon receipt of same, deposit the executed Certificate of Acceptance with the Escrow Agent. CITY and Seller agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction.

Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be pro-rated between CITY and Seller, but Seller shall have the sole right after close of escrow, to apply to the County Tax Collector of San Bernardino County for any refund of such taxes which may be due Seller for the period after CITY’s acquisition.

i) ESCROW AGENT DIRECTIVES - The Escrow Agent is authorized to, and

shall:

a) Pay and charge CITY for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

b) Record the Grant Deed when conditions of this escrow have been fulfilled by CITY and Seller.

c) Following recording of the Grant Deed, respond to any CITY request to provide CITY with a CLTA Standard Coverage Policy of Title Insurance in the amount of **\$610,040** issued by Commonwealth Land Title Insurance Company showing that title to the herein real Property Rights are vested in CITY, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, taxes, and exceptions to title, except (i) County and CITY taxes not yet due and payable; and (ii) matters created by, through, or under CITY (collectively, the **"Permitted Exceptions"**). CITY shall pay the title policy premium.

ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in this Agreement, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized. The close of escrow and CITY's obligation to consummate the transaction contemplated by this Agreement is subject to and conditioned upon evidence of an irrevocable commitment of Commonwealth Land Title Insurance Company to issue its CLTA Standard Form Policy of Title Insurance showing title to the Easements by Easement Deeds free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, taxes, and exceptions to title, except the Permitted Exceptions.

B. NO RELOCATION - Seller acknowledges and agrees that neither CITY's acquisition of the Property Rights nor the construction and use of the Project have caused or will cause Seller to be a "displaced person" as that term is used in California's Relocation Assistance Act (Gov. Code §§ 7260 et seq.), California regulations (Title 25 of California's Code of Regulations), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), federal regulations (49 C.F.R. Part 24). This paragraph shall survive the Close of Escrow.

C. SATISFACTION, WAIVER AND RELEASE – Seller, on behalf of itself and its agents, successors and assigns, agrees that payment of the Purchase Price amounts to a full and complete satisfaction of all of the compensation due and owing to Seller for the acquisition of the Property Rights and the loss, damage, replacement and moving of any improvements located within the Property Rights areas. Seller for itself and for its agents, successors and assigns, fully releases, acquits and discharges CITY and its officers, officials, council members, employees, attorneys,

accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the “Released Parties”) from all claims that Seller and its agents, successors and assigns have or may have against the Released Parties arising out of or related to CITY’s acquisition of the Property Rights, including, without limitation, (i) compensation for loss of any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) compensation for loss of business goodwill, (iii) compensation for loss of income (past or future); (iv) compensation for damage to the remainder (i.e., severance damages) (v) economic or consequential damages, (vi) compensation for professional consultant fees and attorney’s fees and costs, (vii) pre-condemnation damages, (viii) any right to repurchase, leaseback from CITY, or receive any financial gain from, the sale of any portion of the Property Rights; (ix) any right to enforce obligation(s) placed upon CITY pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; (x) any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and (xi) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of CITY’s acquisition of the Property Rights, provided that nothing herein shall release claims of Seller for any liability resulting from CITY’s breach of any agreement, obligation, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of CITY’s agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Seller’s Initials: _____

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. SUBORDINATION OF DEED OF TRUST - Seller acknowledges that the Property is encumbered by one or more Deeds of Trust recorded against the Property as security for Seller’s promise to pay money loaned to Seller (the “Deed of Trust”). Seller understands that CITY seeks to subordinate the Deed of Trust to the Easements to preserve the permanence of said Easements. Seller agrees and consents to subordination of the Deed of Trust and will cooperate with CITY in all reasonable respects in seeking subordinations and partial reconveyances,

including but not limited to signing documents related to said subordinations/partial reconveyances, which agreement and consent will survive the close of escrow.

F. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

G. EFFECTIVE DATE – The effective date of this Agreement shall be the date this Agreement is signed by the last party to sign the Agreement.

H. SUCCESSORS AND ASSIGNS – This Agreement shall be binding upon and shall inure to the benefit of Seller and CITY and their respective successors and assigns.

I. COUNTERPARTS AND FACSIMILE SIGNATURES – This Agreement may be executed in counterparts and each fully-executed copy of the Agreement shall have the same binding force and effect as an original. Facsimile signatures shall have the same force and effect as original signatures.

J. TIME OF THE ESSENCE – Time is of the essence of each provision of this Agreement.

K. SURVIVAL – Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

L. RESTORATION OF PROPERTY - Buyer agrees that it will, at Buyer’s sole cost and expense, restore the Property Rights area to a condition as near as practicable to the condition that existed immediately prior to Buyer’s possession or use of the Property for the Project, unless otherwise agreed by the parties.

M. HAZARDOUS SUBSTANCES. To the best of Seller’s knowledge, and/or except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes Buyer to liability to third parties. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage (whether by means of underground storage tanks or otherwise) of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any

disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statute are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

N. POLLUTANTS. No pollutants or waste materials from the Property have ever been discharged by Seller into any body of water, and Seller has no actual knowledge of any such pollution emission by any other person or entity.

O. WASTE DISPOSAL. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

P. NONDISCRIMINATION - The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT – Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

No Obligation Other Than Those Set Forth Herein Will Be Recognized or Enforceable.

**Intex Properties Inland Empire Corp.,
a California Corporation**

By: _____
Jeffrey L. Pierson
Vice President

Date: _____

By: _____
Douglas M. Ford
Vice President

Date: _____

Date: _____

**CITY OF FONTANA
a Municipal Corporation**

By: _____
Matt Ballantyne
City Manager

**EXHIBIT 1
FOR EXHIBIT ONLY – DO NOT SIGN**

Recorded at the request of
City of Fontana

When Recorded Mail to:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Department of Engineering

This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

GRANT OF NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

Assessor's Parcel Number(s): 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, INTEX Properties Inland Empire Corp., a California Corporation (“GRANTOR”), hereby grants to the City of Fontana, (“GRANTEE”), its successors and assigns, a nonexclusive permanent roadway easement upon, in, on, over, through, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE EXHIBITS “A” AND “B” ATTACHED
HERE TO AND BY THIS REFERENCE MADE A PART HEREOF.

It is further understood and agreed that no other easement or easements shall be granted upon, in, on, over through, under, across or along said strip of land by the GRANTOR or any person, firm, or corporation without previous written consent of said GRANTEE.

GRANTOR and their successor and assigns, shall not increase or decrease, or permit to be increased or decreased the now-existing ground elevations of said easement and right-of-way without the previous written consent of GRANTEE.

GRANTOR, and their successors and assigns, further agree that no building, fences, walls or other permanent structures of any kind, and no deep rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the

easement area, and that no changes in the alignment or grading of the easement area will be made without prior written consent of the GRANTEE.

GRANTEE shall also have the right to mark the location of the easement in a manner, which will not interfere with the GRANTOR'S reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

INTEXT PROPERTIES INLAND EMPIRE CORP.,
a California Corporation

By: _____
Jeffrey L. Pierson
Vice President

By: _____
Douglas M. Ford
Vice President

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)
) ss
County of _____)

On _____ before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

**EXHIBIT 2
FOR EXHIBIT ONLY – DO NOT SIGN**

LICENSE AGREEMENT

Assessor's Parcel Number(s): 0228-012-05, 0228-012-06, 0228-021-50, 0228-092-03,
0228-092-17, and 0228-092-20

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, INTEX Properties Inland Empire Corp., a California Corporation (“LICENSOR”), hereby grant(s) to the CITY OF FONTANA, a Municipal corporation, (“LICENSEE”), its successors and assigns, an irrevocable license in furtherance of the Building a Better Connected Inland Empire Project (“**Project**”) by the LICENSEE in, on, over, through, under, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

SEE EXHIBITS “A-1, A-2, A-3, A-4, A-5, A-6, and A-7” ATTACHED
HERETO AND MADE A PART HEREOF
(hereinafter, the “Licensed Area”).

Reasonable access to LICENSOR’s property across the Licensed Area shall be maintained by LICENSEE at all times during the term of this License.

The term of the License shall be for a period not to exceed forty-eight (48) months, commencing upon LICENSOR’s receipt of written notice from the LICENSEE, with a copy sent to the appropriate escrow agent at Commonwealth Land Title Insurance Company.

At the expiration of the License term, LICENSEE shall at its sole cost and expense restore such property to a condition as near as practicable to the condition that existed immediately prior to LICENSEE'S operations. LICENSEE will exercise its best efforts to restore vegetation in like kind; however, exact restoration of vegetation to its pre-existing condition as to size and species, shall not be required.

The promises, obligations, and rights conveyed to LICENSEE herein may not be unilaterally revoked by LICENSOR. Moreover, the promises, obligations, and rights conveyed herein are binding upon and inure to the benefit of and upon LICENSOR and LICENSEE, their respective heirs, executors, administrators, successors, assigns and devisees, and are covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California.

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Upon request by LICENSEE, LICENSOR agrees to execute and LICENSEE shall record a memorandum of this Agreement. Following expiration of the License term, LICENSEE shall record a quitclaim extinguishing all of its rights to this License.

DATED: _____, 2026 CITY OF FONTANA, a Municipal Corporation

By: _____
Matt Ballantyne
City Manager

DATED: _____, 2026 INTEX Properties Inland Empire Corp., a California Corporation

By: _____
Jeffrey L. Pierson
Vice President

By: _____
Douglas M. Ford
Vice President

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)
) ss

County of _____)

On _____ before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

**CERTIFICATE OF ACCEPTANCE
NONEXCLUSIVE PERMANENT ROADWAY EASEMENT**

This is to certify that the interest in the real property conveyed by the Grant of Permanent Easement (Assessor Parcel Nos. 0228-021-49, 0228-021-50, 0228-092-17, and 0228-091-28) dated _____ from **INTEX Properties Inland Empire Corp., a California Corporation, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

**Gia Kim
Public Works Director/Engineer**