

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Fontana
8353 Sierra Avenue
Fontana CA 92335
Attn: Department of Engineering

(Space above for Recorder's Use)

DEBRIS BASINS MAINTENANCE AGREEMENT

Between

I-15 LOGISTICS, LLC
a Delaware limited liability company

and

CITY OF FONTANA
a municipal corporation

This Debris Basins Maintenance (“Agreement”) is dated _____, 2025 (“Effective Date”) and is made by and between I-15 Logistics, LLC, a Delaware limited liability company (“Developer”), located at 1300 Dove Street, Suite 200, Newport Beach, CA 92660 and the City of Fontana, a California municipal corporation (“City”) located at 8353 Sierra Avenue, Fontana, California 92335.

RECITALS

- A. Developer is the owner of that certain real property located in the City of Fontana, County of San Bernardino as more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, both of which are attached hereto and incorporated herein by this reference (hereinafter referred to as the “Developer’s Property”).
- B. On September 24, 2015, Developer submitted applications for a design review, conditional use permit, general plan amendment, zone code amendment and tentative parcel map that included two debris basins, together known as Master Case Number 15-000078, for a warehouse facility at the Developer’s Property (Project).
- C. On November 10, 2020, Developer submitted an application for a grading plan check, (Plan Check No. BPC20-001683), to the City’s Building and Safety Department for review of grading plans.
- D. On February 3, 2022 the City’s Building and Safety Department approved Plan Check No. BPC20-001683 and issued Developer Grading Permit number BLD22-000214 for the Project.
- E. Developer completed grading for the Project, pursuant to Grading Permit number BLD22-000214, and requested a City inspection to confirm conformity with City approved plans.
- F. On September 11, 2024, the City conducted an inspection at the Developer’s Property pursuant to BLD22-000214, which included an inspection of the debris basins as depicted in **Exhibit "B,"** and determined that the debris basins were constructed per the City approved plans.
- G. On May 30, 2024, Developer recorded Parcel Map number 19712.
- H. Developer and City desire to execute this Agreement in order to outline the terms of the maintenance of the debris basins in accordance with all applicable federal, state and local laws, rules and regulations.

AGREEMENT

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

1. Debris Basins. The Developer shall, at its own cost and expense maintain, or have maintained, the debris basins as depicted in **Exhibit "B"**, in accordance with all applicable federal, state, and local laws, rules and regulations, including but not limited to, all City ordinances, resolutions, generally accepted practices and standards applicable to such improvements. The Debris Basins shall include fencing improvements as may be required by the City (hereinafter "Fencing Improvements"). It is understood and agreed that all work and improvements made pursuant to this Agreement shall conform to the standards applicable at the time work is commenced.
2. Maintenance and Repair. The Developer shall perform, at its sole cost and expense, such regular and as-needed maintenance and repair work (hereinafter collectively referred to as "Maintenance") required to continue the clean, safe and normal operation and appearance of the Debris Basins, including the Fencing Improvements. Said Maintenance shall include, but shall not be limited to, periodic inspections, weed removal, weed control, pest and disease control, silt and debris removal, graffiti removal, vandalism prevention and repair, and maintenance of outlet facility to ensure the good appearance and the proper functioning of the Debris Basins as designed. The Maintenance and other aspects of the Debris Basin's operation shall be performed as required and approved by the City Engineer in accordance with any applicable federal, state and local laws, rules and regulations, including but not limited to, any current or future City standards, codes, policies, ordinances and regulations.
3. Notice to Maintain: Failure to Maintain; Emergency Maintenance. The City may notify the Developer if it discovers conditions requiring Maintenance work by the Developer. If, in the reasonable discretion of the City, a condition does not involve an emergency, the City may notify the Developer in writing and request that the Maintenance work be performed within thirty (30) days of receipt of such notice. If, in the reasonable discretion of the City, a condition involves an emergency, the City may notify the Developer orally and request that such Maintenance work be performed within a reasonable time as determined by the City. If Developer fails to properly perform such Maintenance work in response to such Maintenance request in a timely manner, the City may do all necessary work at the Developer's sole cost and expense, including the City's administrative costs and expenses, and be compensated pursuant to Section 8. below. If, in the reasonable discretion of the City, the seriousness of an emergency prevents the City from providing reasonable notice to the Developer, the City may undertake the emergency Maintenance work itself at the Developer's sole cost and expense, including the City's administrative costs and expenses, and be compensated pursuant to Section 8 below. The City shall not be responsible or liable for any damage or injury of any nature in any way related to or caused by the Debris Basins, including the Fencing Improvements or their condition.
4. Independent Contractor; Standard of Performance. Developer promises and agrees to furnish all equipment, tools, materials, labor and engineering services necessary to fully and adequately maintain the Debris Basins, as required hereunder, and to pay all applicable fees and expenses associated with their construction, maintenance, and repair including, but not limited to, any of the City's actual costs of design review, engineering

and inspection services rendered. Developer and its contractors, if any, shall perform all work required hereunder in a skillful and workmanlike manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer also warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

5. Indemnification. Developer shall defend, indemnify and hold free and harmless the City, its elected officials, officers, employees, agents, contractors, guests and invitees from any and all claims, costs, liabilities, fees and expenses for property damage or personal injury, including wrongful death, based upon or incident to any act or failure to act of Developer, its officers, agents, employees, contractors, subcontractors, guests and invitees in any way related to or in connection with this Agreement, the Debris Basins Property or the construction, operation, maintenance and repair of the Debris Basins. Developer shall defend, at its sole cost and expense (including attorney's fees and costs of litigation) and with legal counsel approved by the City, the City, its elected officials, officers, employees, agents, contractors, guests and invitees against any proceedings or legal actions based upon the Developer's acts or omissions to act, as described above.
6. Irrevocable License. The Developer hereby grants to the City an irrevocable non-exclusive license in, on, across, to and over the Developer's Property and the Debris Basins property for all purposes under this Agreement. The City shall provide the Developer with at least twenty four (24) hours' prior written notice before entering upon the Developer's Property and the Debris Basins property, except in cases of emergency. The City shall have the right to enter upon and cross over the Developer's Property and the Debris Basins property for all such purposes under this Agreement. Nothing herein shall be deemed or construed to be a limitation upon the Developer's right to use its property in any manner it deems acceptable, provided that those uses do not unreasonably interfere with City's rights as outlined herein.
7. Successor's and Assigns; Run with the Land. The rights and obligations of Developer under this Dedication shall inure to and be binding upon the Developer's heirs, successors and assignees.
8. Administrative Costs; Creation of Lien. If Developer fails to maintain the Debris Basins as required by this Agreement within the time set forth herein, or if the Developer fails to comply with any other obligation contained herein, including but not limited to Sections 1 through 3, the Developer shall be liable to the City for any remedies or damages permitted by law, including but not limited to, all City administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action. By its execution of this Agreement, the Developer acknowledges and agrees that, in the

event that any and all City costs to be paid by Developer pursuant to the terms hereof are not paid in full within ten (10) business days after written demand therefor from the City, then such failure shall create an immediate contract lien in favor of the City pursuant to Civil Code Section 2881 et seq. over those portions of the Developer's Property not dedicated to or owned by a public entity. This lien shall only be enforceable in the event any expenses, fees, costs or other amounts become due and owing to the City pursuant to this Agreement.

9. Headings. Section headings contained in this Agreement are for convenience only and shall not have any effect in the construction or interpretation of any provision.
10. Attorney's Fees. In the event of any legal or equitable challenge arising from this Agreement, each party shall be responsible for its own attorneys' fees and costs.
11. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in the County of San Bernardino, California. Each party hereto irrevocably consents to the personal jurisdiction of that court. The parties each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the parties, due to the fact that either or both of the parties is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the parties each specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. The parties acknowledge that the provisions of this paragraph are material consideration to the parties' entry into this Agreement, in that the parties will avoid the potential cost, expense and inconvenience of litigating in a distant forum.
12. Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach hereunder, shall not relieve the Developer of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or setoff, any and all defects, irregularities or deficiencies in the authorization, execution or performance of this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of this Agreement.
13. Notice. All notices, requests or other communications which may be or are required to be given, served or sent by the Parties shall be deemed to have been properly delivered (a) upon delivery, if delivered in person, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Office. All notices shall be sent to the

addresses below, or such other address may from time to time be designated by written notice.

To City:

City of Fontana
8353 Sierra Avenue
Fontana CA 92335
Attn: Gia Kim
Email: gkim@fontanaca.gov
Telephone: 909-350-7610

To CapRock:

I-15 Logistics, LLC
c/o CapRock Partners
1300 Dove Street, Suite 200
Newport Beach, CA 92660
Attn: Patrick Daniels
Email: pdaniels@caprock-partners.com
Telephone: 949-342-8000x102

14. Recordation. The Developer shall cause this Agreement to be recorded with the San Bernardino County Recorder's Office within ten (10) days after its execution.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Effective Date.

"Developer"

I-15 LOGISTICS, LLC,
a Delaware limited liability company

By: _____
Patrick Daniels
Chief Executive Officer

"City"

CITY OF FONTANA

By: _____
Matthew Ballantyne
City Manager

Attest:

By: _____
Germaine Key, City Clerk

Approved as to form:

By: _____

Ruben Duran
City Attorney

By: _____
Phillip Burum, Deputy City Manager
Development Services Organization

By: _____
Gia Kim
Public Works Director/City Engineer

Exhibits:

A -Description of Developer's Property

B—Depiction of Developer's Property and Debris Basins Exhibit

Exhibit "A"

Description of Developer's Property

The land referred to in this Commitment is situated in the City of Fontana, County of San Bernardino, State of California, and is described as follows:

Parcel Map No. 19712 in the City of Fontana, County of San Bernardino, State of California, filed in Book 263, Pages 23 through 31, inclusive, of Parcel Maps in the Office of the Recorder for said County.

Exhibit “B”

Depiction of Property and Debris Basins

EXHIBIT B DEBRIS BASIN

T.P.O.B.
PARCEL A

N89°55'46"W
811.75'

APN: 0239-072-02

DEBRIS BASIN

COYOTE CANYON ROAD

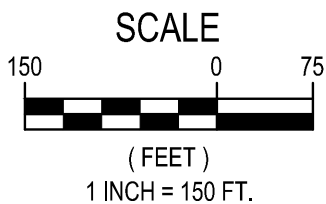
N0°30'32"W 599.83'

APN: 0239-091-16

DEBRIS BASIN

LYLE CREEK ROAD

COYOTE CANYON ROAD



**DAVID EVANS
AND ASSOCIATES INC.**
25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number:	CPRK115L0001
Date:	03-07-2025
Scale:	1"=150'
Sheet	1 OF 1
City Index No.	

Drawing Name: P:\CPRK115L0001\0400CAD\DECEXHIBITB\2024-07-24 Debris Basin Exhibit\CPRK115L0001 Debris Exhibit.dwg
Last Opened: Mar 12, 2025 - 12:07pm by: Tpb

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

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who is personally known to me and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person 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)
Signature of Notary

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

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who is personally known to me and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person 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)
Signature of Notary