

Support Material Agenda Item No. 23

Board of Directors Meeting

**March 3, 2021
10:00 AM**

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/95402329863>

Teleconference

Dial: 1-669-900-6833
Meeting ID: 954 023 9863

Consent Calendar

Transit

23. Agreements with City of Redlands and University of Redlands for University Station

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Cooperative Agreement No. 20-1002255 with the University of Redlands and the City of Redlands, upon approval as to form by General Counsel, regarding the maintenance and security of University station and appurtenant facilities.

B. Approve Assignment, Novation and Consent Agreement No. 21-1002525 with the University of Redlands and the City of Redlands, upon approval as to form by General Counsel, regarding the transfer of the City of Redlands' obligation to construct 100 parking spaces within a quarter mile of University station to the University of Redlands.

The complete Cooperative Agreement and Assignment, Novation and Consent Agreement are being provided as a separate attachment.

Contract Summary Sheet

General Contract Information

Contract No: 20-1002255 Amendment No.: _____
 Contract Class: Payable Department: Transit
 Vendor No.: 01776 Vendor Name: City of Redlands
 Description: Three-Party Cooperative Agreement for Operation and Maintenance of University Station
 List Any Related Contract Nos.: _____

Dollar Amount			
Original Contract	\$	-	Original Contingency \$ -
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	-	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ -

Contract Authorization

Board of Directors Date: 3/3/2021 Board Item # 7430

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____
Local _____ MOU/COOP/JPA _____

Accounts Payable

Estimated Start Date: 7/1/2021 Expiration Date: 12/31/2039 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Ryan Aschenbrenner

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: SBCTA is responsible for first two years of maintenance and security costs for service provided by City of Redlands at University station platforms and parking lot. SBCTA is responsible for prorata share of Detention Basin Maintenance costs for the life of the contract.

AGREEMENT NO. 20-1002255

BY AND AMONG

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

AND

UNIVERSITY OF REDLANDS

FOR

**UNIVERSITY STATION
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT ("Agreement") is hereby made, entered into and effective on the date the last Party signs it, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"), the CITY OF REDLANDS ("CITY"), and UNIVERSITY OF REDLANDS ("U of R"), collectively referred to as the "Parties," with regard to the University Station located in the CITY.

WHEREAS, the CITY and SBCTA previously entered into a Cooperative Agreement, SBCTA Contract No. C97026, dated October 1, 1996, with regard to the planning, design, construction, operation and maintenance of the Downtown Redlands Station including a commitment to make available 100 parking spaces within a quarter mile of a future rail terminal located at the University of Redlands; and

WHEREAS, the Parties entered into an Assignment, Novation and Consent Agreement, dated February 11, 2021, transferring to the U of R the CITY's obligation to construct the 100 parking spaces; and

WHEREAS, the U of R and SBCTA previously entered into a Cooperative Agreement, SBCTA Contract No. 16-1001469, dated August 6, 2016, with regard to design, construction, operation and maintenance of enhancements to the University Station ("Commuter Rail Station") beyond the basic design and cost criteria established by SBCTA for the University Station; and

WHEREAS, the University Station, when fully completed, will consist of a commuter rail station which includes platforms that will serve the Redlands Passenger Rail Project ("RPRP"); a Parking Lot to be used for the Commuter Rail Station; and a detention basin needed for compliance with a Municipal Separate Storm Sewer System ("MS4") permit to support the Commuter Rail Station and Parking Lot; and

WHEREAS, the Parties desire to enter into this Agreement to further define the roles and responsibilities of the Parties for the maintenance and security of the University Station; and

WHEREAS, after this Agreement has been in effect for one year, the Parties will meet and evaluate the performance and costs of the maintenance and operations being performed under this Agreement, and will mutually agree upon any revisions needed to the Agreement; and

NOW, THEREFORE, the Parties hereby mutually agree as follows:

I. DEFINITIONS

- 1.1. Definitions.** As used in this Agreement, the following terms, phrases, words and their derivations, shall have the meanings set forth herein. Words used in the present tense include the future tense, words used in the singular shall include the plural, and plural words shall include the singular. Words not specifically defined shall be given their common and ordinary meaning.
- a. "Operating Property" shall refer to the real property owned by SBCTA that is used for railroad operations, including but not limited to railroad trackage right-of-way, rails, ties and ballast, shown as Area "E" on Exhibit "A", Property.
 - b. "Non-Operating Property" shall refer to such real property and facilities, excluding Operating Property, on which the Commuter Rail Station is situated, shown as Area "A" on Exhibit "A", Property. Non-Operating Property shall also include the Standard Platform.
 - c. "Commuter Rail Station Betterments" shall refer to such facilities constructed beyond the basic design and cost criteria for a standard platform upon or adjacent to the Commuter Rail Station, shown as Area "B" on Exhibit "A", Property.
 - d. "Standard Platform" shall refer to that certain type of rail passenger platform, the size, dimensions, and materials of which are set forth in more particular detail in Exhibit "B", Standard Platform.
 - e. "Station Site" shall refer to the real property purchased from the Santa Fe Railroad and/or other persons upon which the subject University Station is built, as more particularly described in Exhibit "A", Property.
 - f. "Commuter Rail Station" shall refer to the commuter rail passenger terminal and all Operating Property and Non-Operating Property associated therewith. The Commuter Rail Station is shown as Area "A" and Area "E" on Exhibit "A", Property, and further includes portions shown as Area "B" on Exhibit "A" which lie within the original Park Avenue right of way as shown on the Map of Lugonia Park, recorded in Book 4 of Maps, Page 50, records of San Bernardino County.
 - g. "SCRRA" shall refer to the Southern California Regional Rail Authority.
 - h. "Parking Lot" shall refer to the surface parking lot located within a quarter mile of

the Commuter Rail Station which will serve the Commuter Rail Station. The Parking Lot is shown as Area "C" on Exhibit "A", Property.

- i. "Detention Basin" shall refer to the basin constructed for the University Station and appurtenant facilities in order to comply with the Municipal Separate Storm Sewer System permit. The Detention Basin is shown as Area "D" on Exhibit "A", Property.

II. **PURPOSE OF COOPERATIVE AGREEMENT**

- 2.1. Maintenance and Security of the University Station. The purpose of this Agreement shall be to provide for the maintenance and security of the Commuter Rail Station, Parking Lot, and Detention Basin.

III. **OWNERSHIP OF PROPERTY**

- 3.1. University Station Vesting of Title. The Parties agree that title to the University Station shall be held as follows:
 - a. SBCTA shall hold title to the Commuter Rail Station shown as Area "A" and Area "E" on Exhibit "A", Property, and further includes those portions shown as Area "B" on Exhibit "A" which lie within the original Park Avenue right of way as shown on the Map of Lugonia Park, recorded in Book 4 of Maps, Page 50, records of San Bernardino County.
 - b. SBCTA shall hold title to the parking lot shown as Area "C" on Exhibit "A", Property. SBCTA shall grant a real property license to the CITY for the parking lot use substantially in the form attached hereto as Exhibit "G".
 - c. U of R shall hold title to the Detention Basin, shown as Area "D" on Exhibit "A", Property.
 - d. U of R shall convey to SBCTA an easement which shall run with the land for the benefit of the Detention Basin tributary areas of the rail right of way for drainage purposes with additional covenants and restrictions largely in the form of Exhibit "F".

IV. **TERM OF AGREEMENT**

- 4.1. Term. The term of this Agreement is hereby effective on the date the last Party signs it, and shall continue thereafter until terminated as provided for in Article XV - Termination of Agreement.

V. **COMMUTER RAIL STATION**

- 5.1. Maintenance of Commuter Rail Station. Parties agree that CITY shall oversee the maintenance of the Commuter Rail Station platform areas. The Commuter Rail Station

platform maintenance areas are shown as Area "A", Commuter Rail Station Non-Operating Property platform areas, on Exhibit "A", Property.

- a. CITY shall arrange for and provide the maintenance of the Commuter Rail Station platform areas as set forth in Exhibit "C", Maintenance Schedule.
- b. CITY shall be **100%** responsible for all costs required to operate and maintain the Commuter Rail Station platform areas, including, but not limited to, the costs of real property and liability insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, and lighting, excluding any Commuter Rail Station Betterments to be maintained pursuant to Section 6.1, Maintenance of the Commuter Rail Station Betterments.

5.2. Commuter Rail Station Security. Parties agree that CITY shall arrange for and provide security to the Commuter Rail Station platform areas.

- a. CITY shall be **100%** responsible for all costs to provide security to the Commuter Rail Station platform areas.
- b. CITY shall arrange for the provision of security for the Commuter Rail Station platform areas to ensure customer and vehicle safety during commuter periods. Security shall be provided from 15 minutes before the first scheduled train until 30 minutes after the last scheduled train.
- c. The "Level of Security" and other standards to establish minimum security requirements shall be jointly developed by the Parties to this Agreement and shall be consistent with the "Level of Security" provided by CITY for the Downtown Redlands Station. CITY station security responsibilities shall exclude any security inside the trains. CITY or its security contractor shall not be prevented from entering the trains or Detention Basin area if relevant to a security situation. The Parties agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements for the Commuter Rail Station platform areas.

5.3. First Two Years Costs. Notwithstanding the City's responsibility for costs in Section 5.1 and 5.2 above, SBCTA shall be responsible for 100% of the costs described therein for the first two years, commencing with the inauguration of the passenger rail service. SBCTA's responsibility hereunder shall only apply after the exhaustion of any Parking Fee funding described in Section 7.2. In the event City, in its sole and exclusive discretion, decides to initiate Parking Fees pursuant to Section 7.2 hereof, SBCTA's responsibility hereunder shall be offset by any fees received by City during said first two years.

VI. COMMUTER RAIL STATION BETTERMENTS

6.1. Maintenance of the Commuter Rail Station Betterments. U of R shall arrange for and fund security and maintenance of the Betterments. The Betterments area is shown as Area "B" on Exhibit "A", Property.

- a. U of R shall be **100%** responsible for all costs to maintain the Commuter Rail Station Betterments, including, but not limited to, the costs of real property insurance, maintenance of signage, perimeter landscaping, and lighting.

VII. PARKING LOT

- 7.1. Reservation of Parking. CITY shall restrict use of the Parking Lot to patrons or visitors of the University Station during operating hours. Signage shall be posted within the parking lot notifying the public of the same.
- 7.2. Parking Fees. The CITY may, subject to approval by SBCTA, which approval shall not be unreasonably withheld, initially set and charge parking fees to provide funding for: 1) maintenance of the Commuter Rail Station platform areas, Parking Lot and Detention Basin; and 2) security for commuter rail patrons during operating hours. All such fees collected by the CITY shall be applied toward the CITY's pro-rata share for the security and maintenance costs associated with the University Station. Any remaining balance shall be reserved and applied towards the Parties' collective costs for major maintenance and rehabilitation projects of the Commuter Rail Station platform areas, Parking Lot and Detention Basin. Notwithstanding the provisions of Section 11.2 and Section 15.2, upon termination of this Agreement, the CITY shall retain any fund balance of parking fees collected pursuant to this Section.
- 7.3. Maintenance of the Parking Lot. CITY shall manage and oversee the maintenance of the Parking Lot. The Parking Lot maintenance area is shown as Area "C" on Exhibit "A", Property.
 - a. CITY shall arrange for the maintenance of the Parking Lot as set forth in Exhibit "C", Maintenance Schedule.
 - b. CITY shall be **100%** responsible for all costs to maintain the Parking Lot, including, but not limited to, maintenance of signage, security, perimeter landscaping, lighting, and a pro-rata share of costs associated with appurtenant water quality facilities serving the Parking Lot.
- 7.4. Security of the Parking Lot. CITY shall manage and oversee the security of the Parking Lot. The Parking Lot security area is shown as Area "C" on Exhibit "A", Property.
 - a. CITY shall be **100%** responsible for all costs to provide security to the Parking Lot.
 - b. CITY shall arrange for the provision of security for the Parking Lot to ensure customer and vehicle safety during commuter periods. Security shall be provided from 15 minutes before the first scheduled train until 30 minutes after the last scheduled train.
 - c. The "Level of Security" and other standards to establish minimum security requirements shall be jointly developed by the Parties to this Agreement and shall be consistent with the "Level of Security" provided by CITY for the Downtown Redlands Station. The Parties agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security

requirements for the Commuter Rail Station platform areas.

VIII. **DETENTION BASIN**

- 8.1. Detention Basin Maintenance:** Parties agree that CITY shall arrange for and provide maintenance of the Detention Basin area. The Detention Basin area is shown as Area "D" on Exhibit "A", Property. Detention Basin Maintenance responsibility is inclusive of the appurtenant storm drain facilities constructed by the RPRP for the purpose of conveying water to and/or from the Detention Basin.
- a. The CITY shall provide periodic and continuous maintenance, as set forth in Exhibit "D", Detention Basin Maintenance Schedule and Plans, including, but not necessarily limited to, vegetation control and sediment removal, to assure proper performance and as required in order to comply with the San Bernardino Municipal Separate Storm Sewer System (MS4) Permit. The City shall be responsible for any fines or penalties related to noncompliance with the MS4 Permit resulting from lack of maintenance.
 - b. Commencing upon completion of the Commuter Rail Station and Parking Lot, U of R and SBCTA shall provide monthly payments to the CITY for their pro-rata shares to provide maintenance for the Detention Basin. The pro-rata shares for providing maintenance is based on the drainage tributary areas flowing to the Detention Basin and shall be as follows:
 - I. SBCTA: Pro-rata share shall be 25%.
 - II. CITY: Pro-rata share shall be 59%.
 - III. U of R: Pro-rata share shall be 16%.
 - c. CITY shall be responsible for tracking the actual cost to provide maintenance for the Detention Basin area.
- 8.2. Detention Basin Security:** Parties agree that there is no need to provide security services for the Detention Basin area. CITY and its security contractor shall not be prevented from entering the Detention Basin area if relevant to a security situation.

IX. **FISCAL YEAR**

- 9.1. Fiscal Year.** The fiscal year of this Agreement shall begin on the first day of July each year.

X. **INVOICES AND ACCOUNTING**

- 10.1. Accounting.** Each Party shall render to the other Parties a complete accounting of the affairs undertaken or conducted by such Party pursuant to this Agreement, if any, as of the close of business on the last day of June each year. Such accountings shall be rendered to each Party to this Agreement within thirty (30) days after the close of each

such year. Each Party shall make the relevant portions of its accounting books and records available to the other Parties at any time during the term of this Agreement upon reasonable prior written notice. Except as to manifest errors brought to the attention of the other Parties to this Agreement within thirty (30) days after it is rendered, each such accounting shall be final and conclusive as to each Party to this Agreement.

- 10.2. Submission of Invoices.** Parties hereby agree and covenant to submit an annual, itemized statement to respective Parties on or before the 15th calendar day of June that indicates revenue, all costs, fees, and other charges incurred related to the Maintenance and Security responsibilities pursuant to this Agreement. The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the first calendar day of the most recent billing period, as appropriate, through the date of the current statement. The invoice shall specify the pro rata share owed by each Party. A summary of pro rata shares is included in Exhibit "E".
- 10.3. Approval and Payment of Invoice.** Parties hereby agree and covenant to pay all invoices as received, if any should be submitted on or before the 15th calendar day of June, in compliance with Section 10.2-Submission of Invoices. Parties shall remit payment within thirty (30) days to the designated payee. Parties shall not unreasonably withhold payment and shall promptly pay all undisputed amounts. Should Parties dispute any portion of an invoice, Parties must deliver written notice within ten (10) working days after receipt of the invoice. The written notice must reasonably describe the dollar amount withheld and the reason or reasons therefor. Any such dispute shall be resolved pursuant to Article XIV-Default and Remedies. No Party shall be entitled to dispute the amount of any invoice previously approved for which it has already issued payment. Failure of Parties to deliver timely written notice of a disputed payment shall be deemed approval of any such payment.
- 10.4. Invoice Estimate.** CITY hereby agrees to jointly develop a cost estimate for the monthly maintenance and security costs. CITY will notify the other Parties immediately in writing upon developing a cost estimate, and will notify the Parties immediately, in writing, upon any change or anticipated change in the estimated cost.

XI. **DISTRIBUTION OF PROPERTY**

- 11.1. Distribution of Property.** Upon termination of this Agreement, any real property leased from SBCTA to the CITY in connection with this Agreement shall also be terminated. Vesting of the Detention Basin shall be retained by U of R or its heirs and successors. Vesting of the Station Site shall be retained by SBCTA or its heirs and successors. The easement appurtenant for the benefit of the Detention Basin tributary area shall endure.
- 11.2. Distribution to Parties.** Except as provided in Section 11.1-Distribution of Property, all proceeds that may accrue to the Parties under this Agreement shall be distributed to the Parties in direct proportion to their monetary participation.

XII.
NOTICES

12.1. Notices to Parties. All notices, consents, directions, approvals, instructions, requests, and other communications regarding this Agreement shall be in writing, shall be addressed to the person and address set forth below, and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii) sent via email with a return receipt. From time to time each of the Parties may designate a new address for purposes of this Article by providing notice to the other signatories to this Novation Agreement as provided in this Section 12.1.

To University: Facilities Management
University of Redlands
1200 East Colton Avenue
P.O. Box 3080
Redlands, CA 92373
Attn: Director of Facilities Management
Telephone: 909-748-8020
E-mail: facilities@redlands.edu

With a copy to: General Counsel
University of Redlands
1200 East Colton Avenue
P.O. Box 3080
Redlands, CA 92373
Attn: General Counsel
Telephone: 909-748-8076
E-mail: Brent_Geraty@redlands.edu

To City: City Clerk
City of Redlands
35 Cajon Street, Suite 4
Redlands, CA 92373

With a copy to: City Attorney
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

To SBCTA: Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

With a copy to: General Counsel
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor

All notices shall be deemed to have been given three (3) business days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such notice is given to said Party as provided above in this Section 12.1. The inability to deliver a notice because of a changed address of which no notice was given, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided herein for convenience only, and shall not alter the manner of giving notice set forth in this Section 12.1.

XIII.
MISCELLANEOUS

- 13.1.** Consents and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and maintained by each Party in its official records together with this Agreement. Whenever consent or approval of any Party is required, that Party shall not unreasonably withhold or delay such consent or approval.
- 13.2.** Sole and Only Agreement. This Agreement contains the sole and only agreement of the Parties as to the subject of this Agreement and correctly sets forth the rights, duties, and obligations of each Party to the other as of this date. Any prior agreements, policies, negotiations, and/or representations are expressly set forth in this Agreement.
- 13.3.** Amendments. This Agreement may be amended or modified in any manner by an instrument in writing, stating the amendment or modification, signed by the Parties hereto.
- 13.4.** Severability. If any one or more provisions contained in this Agreement shall be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 13.5.** Headings and Subtitles. Headings and subtitles of this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.
- 13.6.** Indemnity. Each party hereto covenants and agrees to release, indemnify, defend, and hold harmless the other party hereto, its affiliates and their respective owners, members, commissioners, officers, directors, employees, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns, to the maximum extent permitted by law, from and against all liability, loss, claims, suits, damages (including consequential damages), costs, judgments and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and

attorneys' fees), that arise, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the acts or omissions of such party, its employees, contractors or agents relating to this Agreement and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection with the breach or alleged breach of any of the provisions hereof by the respective parties; (c) acts or omissions of any firm employed by the respective parties to perform any portion of the duties or obligations contained herein; (d) completed operations liability or other personal injury claims which may be asserted arising from respective passenger rail services. Each party shall obtain and maintain during the time this Agreement is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations, including but not limited to Commercial General Liability, Automobile Liability, Worker's Compensation and Property Insurance, in order to protect itself and the other parties. Each party shall list each other party as additionally insured on their respective Commercial General Liability insurance policies.

- 13.7.** Law of the Jurisdiction and Venue. In the event of any litigation arising out of the terms of this Agreement, the law of the State of California shall apply, and the venue of any such action shall be the Superior Court of the State of California for the County of San Bernardino, San Bernardino District.
- 13.8.** Dispute Resolution. In the event any dispute arises between the Parties under or in connection with this Agreement, the dispute shall be resolved by the U of R General Counsel, the Executive Director of SBCTA, and the City Manager of the CITY, or their duly authorized representatives, within thirty (30) calendar days after receipt of written notice of said dispute. Said notice shall include a detailed statement of the grounds of the dispute and reasons why the dispute should be resolved in the disputing Party's favor. If the Parties fail to resolve the dispute in a manner acceptable to the disputing Party, then such dispute shall be decided by the court as set forth in Section 13.7. Pending resolution of the dispute, Parties shall proceed with the performance of this Agreement to the extent practicable.

XIV. **DEFAULT AND REMEDIES**

- 14.1.** Event of Default. Each of the following shall constitute an "Event of Default":
- a. A failure by any Party to make, or cause to be made, any payment due and payable by said Party to another non-defaulting Party on or before the date that any such payment or deposit is due following the expiration of any applicable grace period set forth in the applicable document;
 - b. Failure by any Party to perform or observe any of its obligations set forth in this Agreement.
- 14.2.** Opportunity to Cure. Except as provided below, no Event of Default under Section 14.1-Event of Default shall constitute a "Default" until all of the following has occurred and the Event of Default remains uncorrected:
- a. The non-defaulting Party has given written notice to the defaulting Party of such

Event of Default, specifying the particular facts and circumstances that constitute an Event of Default. However, failure to provide notice of Event of Default in accordance with Section 12.1 Notices to Parties shall not be deemed to waive any Party's rights under this Agreement or applicable law, and may be cured by subsequently providing notice in the required manner;

- b. The defaulting Party has had thirty (30) days after receipt of such written notice to correct the Event of Default. If the defaulting Party cannot correct the Event of Default within thirty (30) days, and the non-defaulting Party, in its reasonable judgment, consents, the defaulting Party may initiate and diligently pursue necessary corrective measures approved by the non-defaulting Party. However, any Event of Default must be remedied within one hundred eighty (180) days after its initial occurrence. Should the defaulting Party fail to initiate and diligently pursue the approved corrective action, then the Event of Default shall constitute a Default; and
- c. If the defaulting Party fails to take and complete action necessary to cure any Event of Default, the non-defaulting Party may initiate any corrective action it deems appropriate.

14.3. Remedies. Whenever any Event of Default becomes a Default pursuant to Section 14.2 -Opportunity to Cure, any or all of the following remedial procedures shall be available to the non-defaulting Party:

- a. The non-defaulting Party may take whatever action at law or in equity that may appear necessary or desirable to collect the payments required to be made by the defaulting Party then due and thereafter to become due; and
- b. The non-defaulting Party may take whatever action at law or in equity may appear necessary or desirable to compel the defaulting Party to perform as required by this Agreement.

14.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available under this Agreement, at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time and as often as may be deemed expedient.

14.5. Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if any Party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party or Parties, as applicable, its costs of suit and reasonable attorneys' fees. The costs, salary and expenses of the City Attorney, SBCTA's General Counsel and U of R's General Counsel and members of their offices in enforcing the Agreement shall be considered as "attorneys' fees" for the purposes of this Section.

XV.
TERMINATION OF AGREEMENT

- 15.1.** Acts Constituting Termination. This Agreement shall commence on the date of its execution and shall continue until:
- a. Mutual agreement of the Parties hereto to terminate this Agreement;
 - b. Mutual agreement of non-defaulting parties when one or more parties are in Default or breach of this Agreement, which has not been cured in accordance with Section 14.2, Opportunity to Cure.
- 15.2.** Distribution on Termination. Upon termination of this Agreement pursuant to Section 15.1, all affairs undertaken or conducted pursuant to this Agreement shall be wound up, the assets liquidated, the debts paid and the proceeds divided among the Parties to this Agreement as provided in Article XI-Distribution of Property. Upon successful termination of this Agreement pursuant to Section 15.1, all duties, obligations and responsibilities of the Parties, or any successors to their interests in this Agreement, shall be assumed in the manner as may be provided by mutual agreement or as may be ordered by a court.

-----SIGNATURES ON THE FOLLOWING PAGE-----

DRAFT

XVI.
ACCEPTANCE

16.1. Acceptance of Agreement. The Parties have approved this Agreement by official actions of their respective governing bodies, and accept and agree to the terms set forth therein as of the date set forth above.

CITY:

CITY OF REDLANDS, a municipal corporation

ATTEST:

Jeanne Donaldson, City Clerk

By: _____

Paul Barich, Mayor

UNIVERSITY:

UNIVERSITY OF REDLANDS, a California non-profit corporation

By: _____

Ralph W. Kuncl, PhD, MD,
President

By: _____

Michelle L. Rogers, EdD,
Vice President, Administration

SBCTA:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

Frank J. Navarro,
Board President

Approved as to Form:

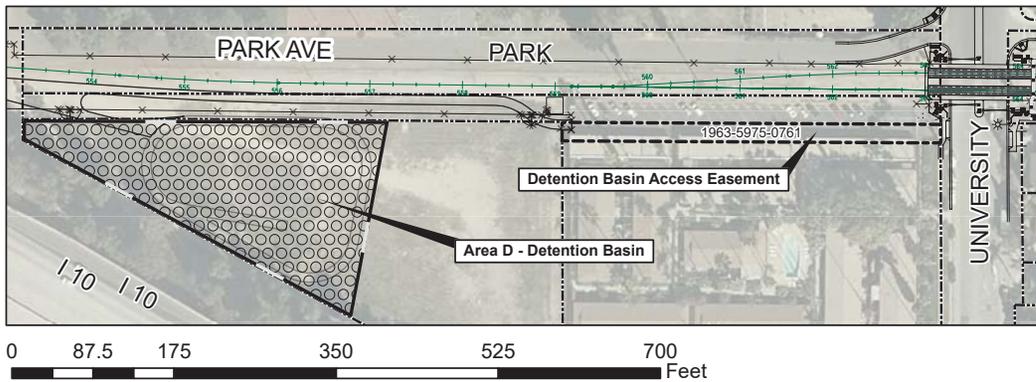
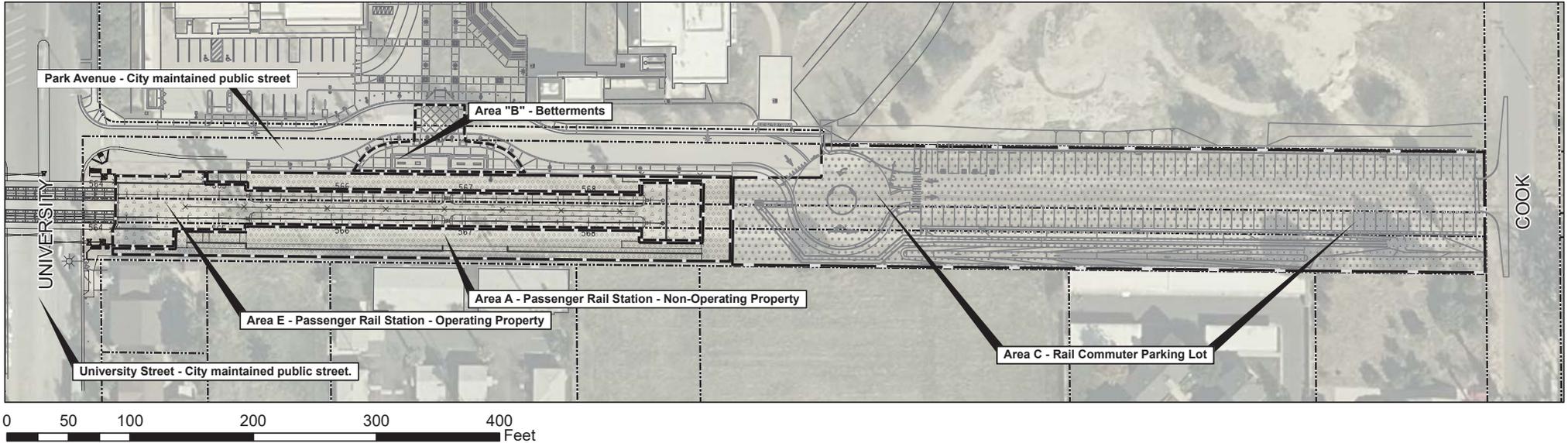
Julianna K. Tillquist, General Counsel

EXHIBIT A

Property

DRAFT

20-1002255 - EXHIBIT A - PROPERTY



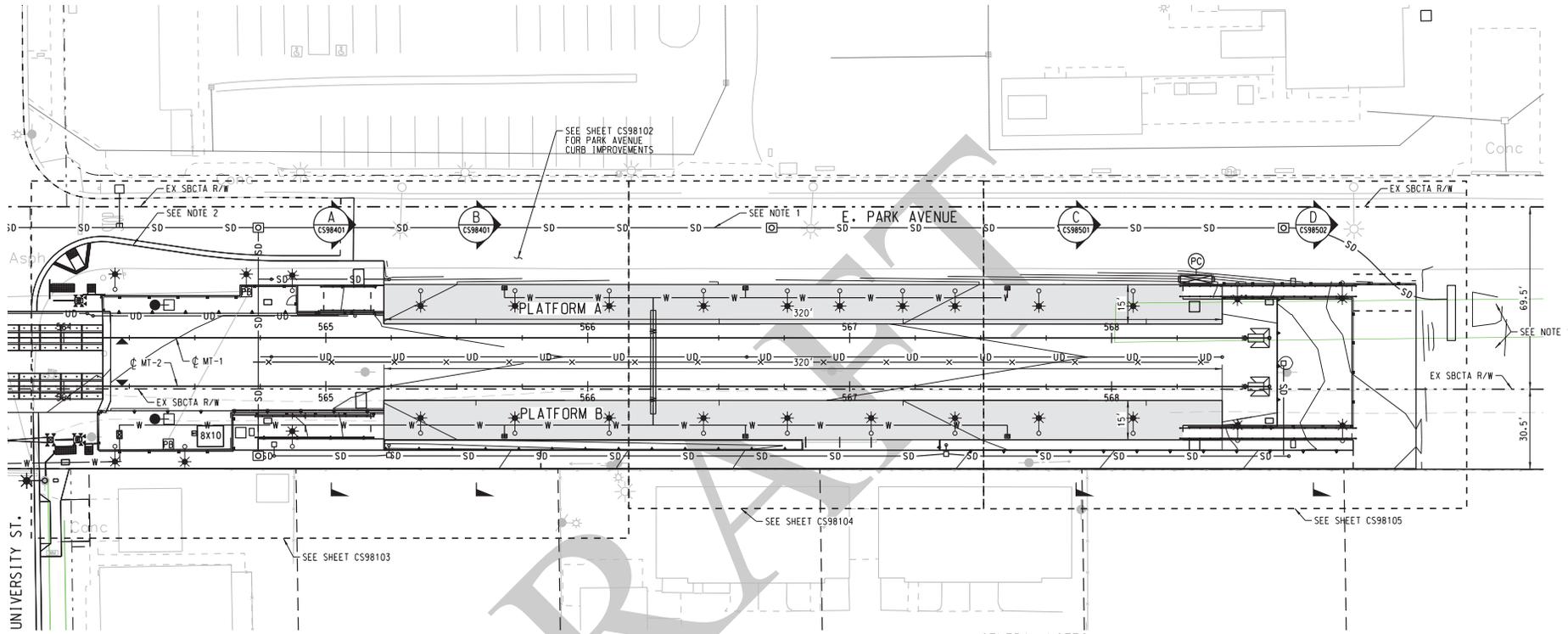
University Station
Platforms, Tracks, Drainage & Parking

EXHIBIT B

Standard Platform

DRAFT

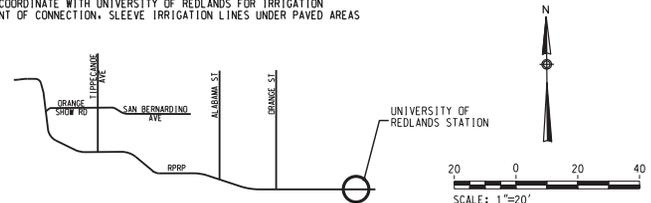
EXHIBIT B



LEGEND

	PLATFORM
	CONCRETE WALKWAY
	SHEET OUTLINE

- GENERAL NOTES:**
1. FOR SIGNAL IMPROVEMENTS SEE SIGNAL PLANS
 2. FOR TRACK AND OFFSITE DRAINAGE IMPROVEMENTS SEE GRADING AND DRAINAGE PLANS
 3. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
 4. FOR FENCING IMPROVEMENTS SEE FENCING PLANS
 5. FOR ROADWAY IMPROVEMENTS SEE CIVIL PLANS
 6. FOR WATERLINE IMPROVEMENTS SEE STATION WATERLINE PLANS
 7. FOR CONTROL JOINT AND EXPANSION JOINT SPACING SEE STRUCTURAL PLANS
 8. COORDINATE WITH UNIVERSITY OF REDLANDS FOR IRRIGATION POINT OF CONNECTION. SLEEVE IRRIGATION LINES UNDER PAVED AREAS



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REV.	DATE	DESCRIPTION	TJ	SG
0	02-06-19	CONFORMED		

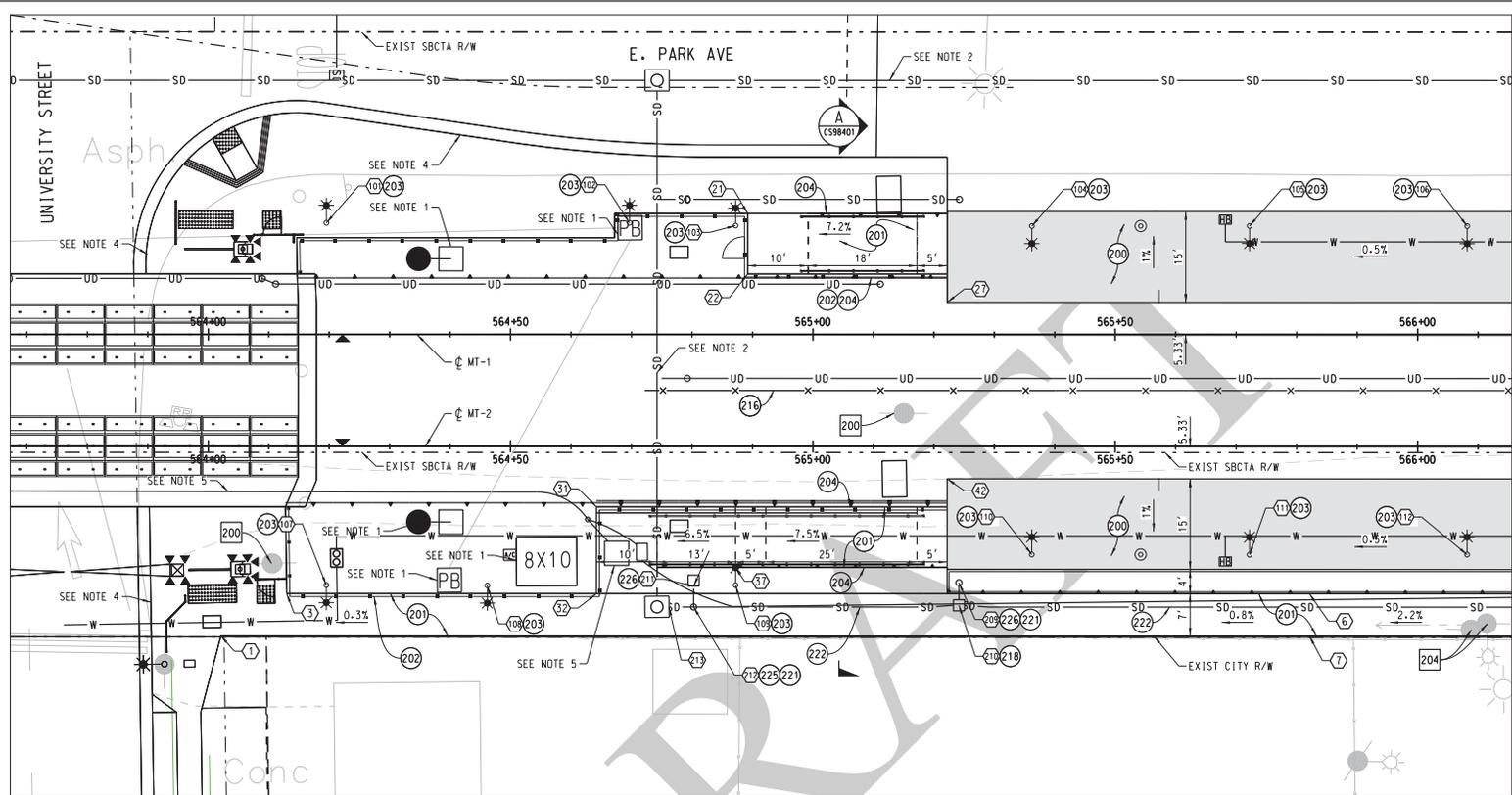
DESIGNED BY: L. HERNANDEZ
 DRAWN BY: L. HERNANDEZ
 CHECKED BY: A. SHAH
 APPROVED BY: R. KLOVSKY
 DATE: 5-18-2018

San Bernardino County Transportation Authority
HDR
 HDR
 2380 Market Street, Suite 100
 Riverside, CA 92501-2110
 (951) 520-7300

REDLANDS PASSENGER RAIL PROJECT
 UNIVERSITY OF REDLANDS STATION
 LAYOUT PLAN

CONTRACT NO. 17-1001705
DRAWING NO. CS98101
REVISION SHEET NO. 526 OF 2442
SCALE 1"=20'

MATCH LINE SEE SHEET CS98104



CONSTRUCTION REMOVAL NOTES:

- 200 REMOVE/RELOCATE EXISTING POWER POLE PER UTILITY PLAN (BY OTHERS)
- 204 PROTECT IN PLACE

CONSTRUCTION NOTES:

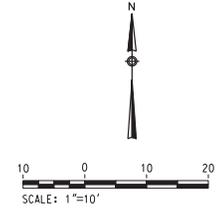
- 200 PLATFORM - SEE PLATFORM PLANS
- 201 CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CROCODGE
- 202 HANDRAILS - SEE ARCHITECTURAL PLANS
- 203 LIGHTING - SEE ELECTRICAL PLANS
- 204 RETAINING WALL - SEE STRUCTURAL PLANS
- 216 INSTALL INTERTRACK FENCE
- 218 INSTALL BROOKS PRODUCTS 1212 118 CATCH BASIN W/ HEEL PROOF STEEL GRATE OR APPROVED EQUAL
- 221 CONST. 4" HOPE STORM DRAIN
- 222 CONST. 6" HOPE STORM DRAIN
- 225 CONST. CLEANOUT PER DETAIL 3 SHEET CS00101
- 226 INSTALL NDS 1200 NGB CATCH BASIN OR EQUIVALENT

STATION	OFFSET	RT	DESCRIPTION	ELEVATIONS
1	564+02.10	49.83	RT SIDEWALK	1446.13 FS
3	564+13.00	42.83	RT SIDEWALK	1446.16 FS
6	565+82.13	42.83	RT SIDEWALK	1447.25 FS
7	565+82.13	49.83	RT SIDEWALK	1447.36 FS
21	564+89.20	20.00	LT WALKWAY	1447.39 FS
22	564+89.20	10.00	LT WALKWAY	1447.37 FS
27	565+22.20	5.33	LT PLATFORM	1449.01 FS
31	564+64.20	28.50	RT WALKWAY	1446.47 FS
32	564+64.20	42.83	RT WALKWAY	1446.33 FS
37	564+87.20	38.50	RT WALKWAY	1446.85 FS
42	565+22.20	23.83	RT PLATFORM	1449.01 FS

STATION	OFFSET	DESCRIPTION	ELEVATIONS
101	564+19.53	18.44 LT LUMINAIRE	1446.70 FS
102	564+69.66	18.44 LT LUMINAIRE	1447.23 FS
103	564+87.20	18.00 LT LUMINAIRE	1447.33 FS
104	565+36.21	17.94 LT LUMINAIRE	1448.95 FS
105	565+72.21	17.97 LT LUMINAIRE	1449.13 FS
106	566+08.20	17.94 LT LUMINAIRE	1449.31 FS
107	564+19.53	41.43 RT LUMINAIRE	1445.42 FS
108	564+46.17	41.50 RT LUMINAIRE	1445.51 FS
109	564+87.22	41.43 RT LUMINAIRE	1446.39 FS
110	565+56.20	36.36 RT LUMINAIRE	1448.99 FS
111	565+72.20	36.38 RT LUMINAIRE	1449.13 FS
112	566+08.20	36.36 RT LUMINAIRE	1449.31 FS

STATION	OFFSET	DESCRIPTION	ELEVATIONS
209	564+25.15	41.01 RT STORM DRAIN	1442.50 INV
210	565+24.16	44.75 RT STORM DRAIN	1442.40 INV
211	564+80.29	41.60 RT STORM DRAIN	1442.00 INV
212	564+80.29	45.04 RT STORM DRAIN	1441.95 INV
213	564+76.20	45.04 RT STORM DRAIN	1441.91 INV

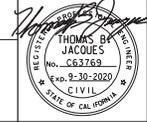
- NOTES:**
- FOR SIGNAL IMPROVEMENTS SEE SIGNAL PLANS
 - FOR OFFSITE & TRACK DRAINAGE IMPROVEMENTS SEE TRACK GRADING & DRAINAGE PLANS
 - FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
 - FOR ROADWAY IMPROVEMENTS SEE CIVIL PLANS
 - FOR COMMUNICATIONS UTILITIES SEE COMMUNICATIONS PLANS



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DESIGNED BY	L. HERNANDEZ
DRAWN BY	L. HERNANDEZ
CHECKED BY	A. SHAH
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority



REDLANDS PASSENGER RAIL PROJECT

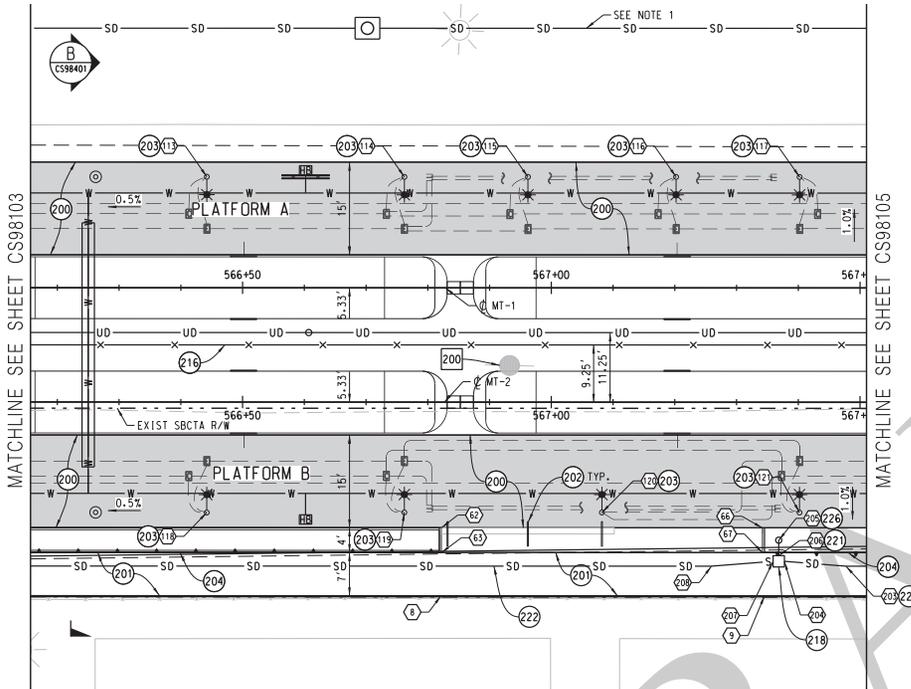
UNIVERSITY OF REDLANDS STATION
SITE PLAN
SHEET 1 OF 3

CONTRACT NO.	17-1001705
DRAWING NO.	CS98103
REVISION SHEET NO.	527 OF 2442
SCALE	AS SHOWN

OMP-IMP-C524

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STATION	OFFSET	DESCRIPTION	ELEVATIONS
8	556+82.15	49.83 RT WALKWAY	1449.60 FS
9	567+34.55	49.83 RT WALKWAY	1449.90 FS
62	566+82.20	38.83 RT PLATFORM	1449.66 FS
63	566+82.20	42.83 RT WALKWAY STEP	1449.49 FS
66	567+34.20	38.83 RT PLATFORM	1449.92 FS
67	567+34.20	42.83 RT WALKWAY STEP	1449.78 FS
203	567+47.76	45.04 RT STORMDRAIN	1444.70 INV
204	567+37.76	44.25 RT STORMDRAIN	1444.60 INV
205	567+36.84	40.83 RT STORMDRAIN	1444.70 INV
206	567+36.84	43.33 RT STORMDRAIN	1444.60 INV
207	567+35.92	44.25 RT STORMDRAIN	1444.60 INV
208	567+25.92	45.04 RT STORMDRAIN	1444.50 INV

STATION	OFFSET	DESCRIPTION	ELEVATIONS
113	566+44.21	17.97 LT LUMINAIRE	1449.49 FS
114	566+76.20	17.94 LT LUMINAIRE	1449.65 FS
115	566+96.21	17.95 LT LUMINAIRE	1449.76 FS
116	567+20.20	17.95 LT LUMINAIRE	1449.87 FS
117	567+40.21	17.94 LT LUMINAIRE	1449.97 FS
118	566+44.20	36.38 RT LUMINAIRE	1449.49 FS
119	566+76.20	36.36 RT LUMINAIRE	1449.65 FS
120	567+08.20	36.36 RT LUMINAIRE	1449.81 FS
121	567+40.20	36.36 RT LUMINAIRE	1449.97 FS

NOTES:

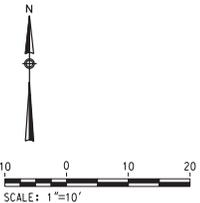
- FOR TRACK AND OFFSITE DRAINAGE IMPROVEMENTS SEE DRAINAGE PLANS

CONSTRUCTION REMOVAL NOTES:

- 200 REMOVE/RELOCATE EXISTING POWER POLE PER UTILITY PLAN (BY OTHERS)

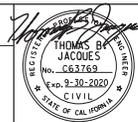
CONSTRUCTION NOTES:

- 200 PLATFORM - SEE STRUCTURAL PLANS
- 201 CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CROSSING HANDRAILS - SEE ARCHITECTURAL PLANS
- 203 LIGHTING - SEE ELECTRICAL PLANS
- 204 RETAINING WALL - SEE STRUCTURAL PLANS
- 216 FOR INTERTRACK FENCE - SEE FENCING PLANS
- 218 INSTALL BROOKS PRODUCTS 1212 T18 CATCH BASIN W/ HEEL PROOF STEEL GRATE OR APPROVED EQUAL CONST. 4" HDPE STORM DRAIN
- 221 CONST. 6" HDPE STORM DRAIN
- 225 CONST. CLEANOUT PER DETAIL 4 SHEET CS00101
- 226 INSTALL NDS 12125 NGB CATCH BASIN OR EQUIVALENT



DESIGNED BY L. HERNANDEZ	DRWN BY L. HERNANDEZ	CHECKED BY A. SHAH	APPROVED BY R. KLOVSKY	DATE 5-18-2018
0	02-06-19	CONFIRMED	TJ	SG
REV.	DATE		BY	APP.

San Bernardino County Transportation Authority

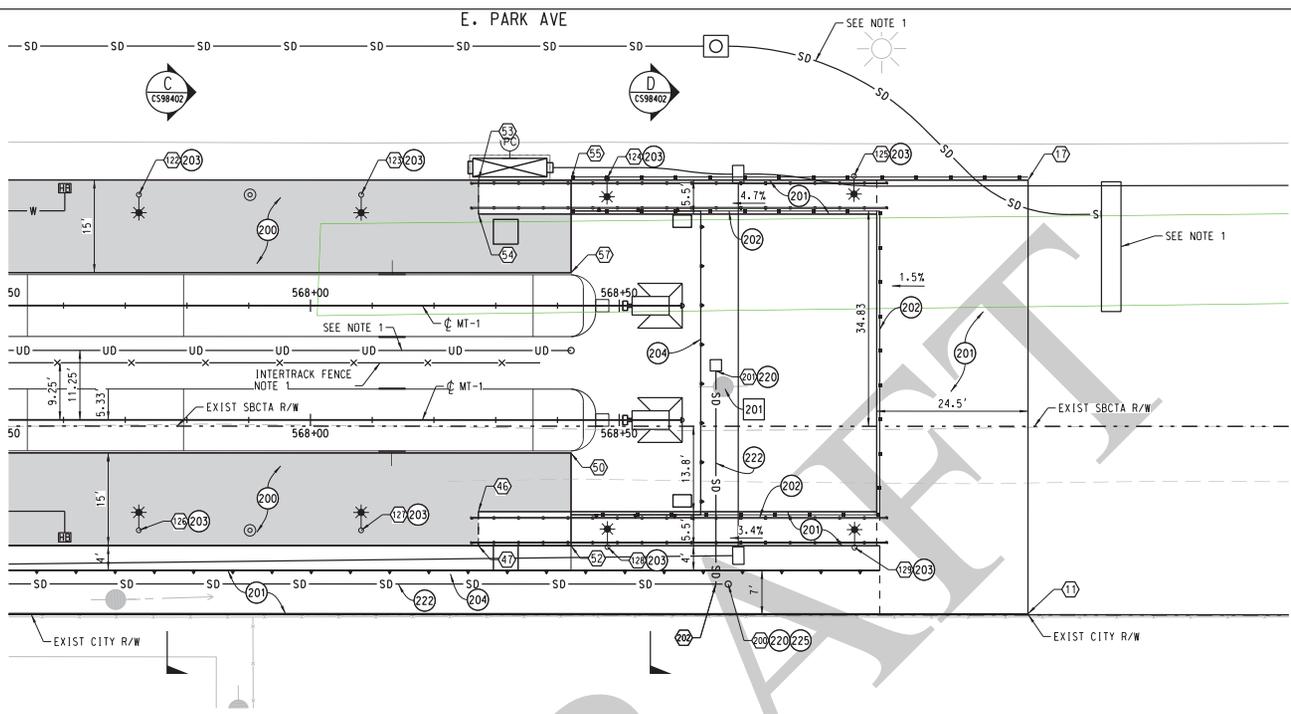


REDLANDS PASSENGER RAIL PROJECT

UNIVERSITY OF REDLANDS STATION
 SITE PLAN
 SHEET 2 OF 3

CONTRACT NO.	17-1001705
DRAWING NO.	CS98104
REVISION	SHEET NO.
	528 OF 2442
SCALE	AS SHOWN

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	NORTHING	EASTING	DESCRIPTION	ELEVATIONS
11	1844798.86	6814582.74	WALKWAY	1453.13 FS
17	1844869.02	6814583.52	WALKWAY	1453.75 FS
125	1844869.98	6814555.34	LUMINAIRE	1453.12 FS
129	1844809.87	6814554.79	LUMINAIRE	1452.72 FS
200	1844804.18	6814534.26	STORM DRAIN	1445.95 INV
201	1844838.69	6814532.64	STORM DRAIN	1446.30 INV
202	1844804.21	6814532.26	STORM DRAIN	1445.90 INV

	STATION	OFFSET	DESCRIPTION	ELEVATIONS
46	568+26.05	33.33 RT	WALKWAY	1450.44 FS
47	568+26.06	38.83 RT	WALKWAY	1450.39 FS
50	568+41.05	23.83 RT	PLATFORM	1450.61 FS
52	568+41.05	38.83 RT	* PLATFORM	1450.90 FS
53	568+26.05	20.33 LT	WALKWAY	1450.39 FS
54	568+26.05	14.83 LT	WALKWAY	1450.44 FS
55	568+41.05	20.33 LT	* PLATFORM	1451.08 FS
57	568+41.05	5.33 LT	PLATFORM	1450.61 FS
122	567+72.21	17.94 LT	LUMINAIRE	1450.13 FS
123	568+08.21	17.94 LT	LUMINAIRE	1450.31 FS
124	568+48.02	20.54 LT	LUMINAIRE	1452.63 FS
126	567+72.20	36.36 RT	LUMINAIRE	1450.13 FS
127	568+08.20	36.36 RT	LUMINAIRE	1450.31 FS
128	568+48.10	39.04 RT	LUMINAIRE	1451.36 FS

* PLATFORM ELEVATION EXCLUDES WALKWAY

CONSTRUCTION REMOVAL NOTES:

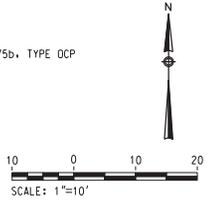
- 201 REMOVE EXISTING POLE

NOTES:

1. FOR TRACK AND OFFSITE DRAINAGE IMPROVEMENTS SEE TRACK DRAINAGE PLANS
2. FOR ELECTRIC SEE ELECTRICAL PLANS

CONSTRUCTION NOTES: DRAINAGE

- 200 PLATFORM - SEE STRUCTURAL PLANS
- 201 CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CRO0006
- 202 HANDRAILS - SEE ARCHITECTURAL PLANS
- 203 LIGHTING - SEE ELECTRICAL PLANS
- 204 RETAINING WALL - SEE STRUCTURAL PLANS
- 220 CONST. CONCRETE PIPE INLET PER CALTRANS STD. PLAN d75b, TYPE OCP
- 222 CONST. 6" HDPE STORM DRAIN
- 225 CONST. CLEANDUT PER DETAIL 3 ON SHEET CS00101



DESIGNED BY	L. HERNANDEZ	DR	2080 Market Street, Suite 100 Riverside, CA 92501-2110 (951) 520-7300
DRAWN BY	L. HERNANDEZ		
CHECKED BY	A. SHAH		
APPROVED BY	R. KLOVSKY		
DATE	5-18-2018		

San Bernardino County Transportation Authority



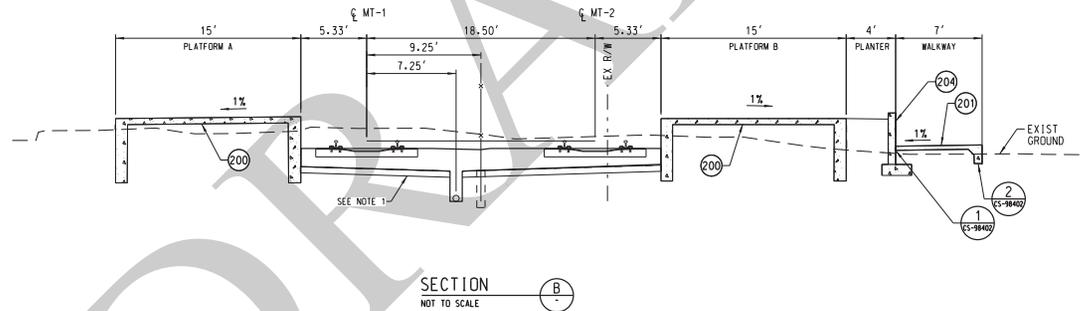
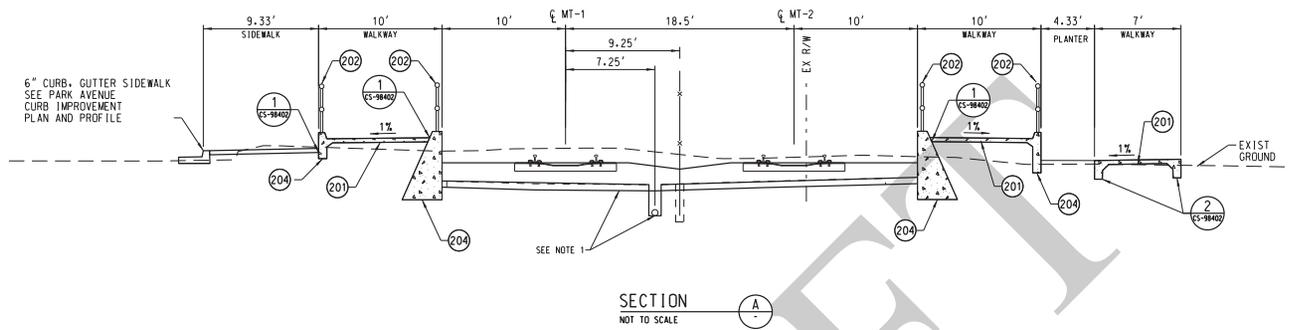
REDLANDS PASSENGER RAIL PROJECT

UNIVERSITY OF REDLANDS STATION
SITE PLAN
SHEET 3 OF 3

CONTRACT NO.	17-1001705
DRAWING NO.	CS98105
REVISION SHEET NO.	529 OF 2442
SCALE	AS SHOWN

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NOTES:

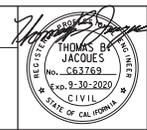
- 1. FOR OFFSITE AND TRACK DRAINAGE SEE DRAINAGE AND GRADING PLANS

CONSTRUCTION NOTES:

- 200 PLATFORM - SEE STRUCTURAL PLANS
- 201 CONST. 7" PCC WALKWAY PER SPWMC STD PLAN 112-2, 113-2, AND DETAIL A ON CROOD006
- 202 HANDRAILS - SEE ARCHITECTURAL PLANS
- 204 RETAINING WALL - SEE STRUCTURAL PLANS

DESIGNED BY	L. HERNANDEZ			
DRAWN BY	L. HERNANDEZ			
CHECKED BY	A. SHAH			
APPROVED BY	R. KLOVSKY			
DATE	5-18-2018			
REV.	DATE	CONFIRMED	TJ	SG
0	02-06-19	CONFIRMED		

San Bernardino County Transportation Authority

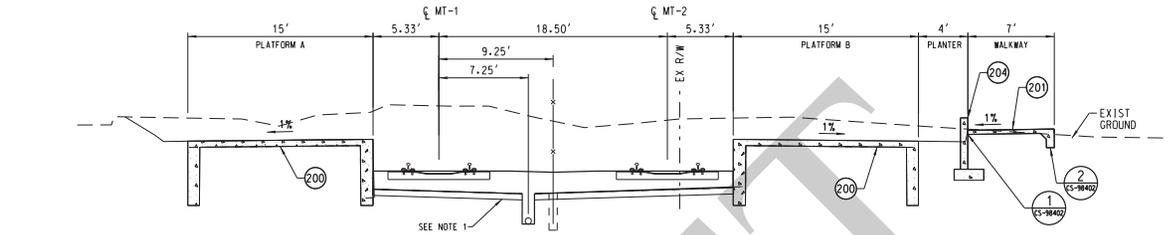


REDLANDS PASSENGER RAIL PROJECT

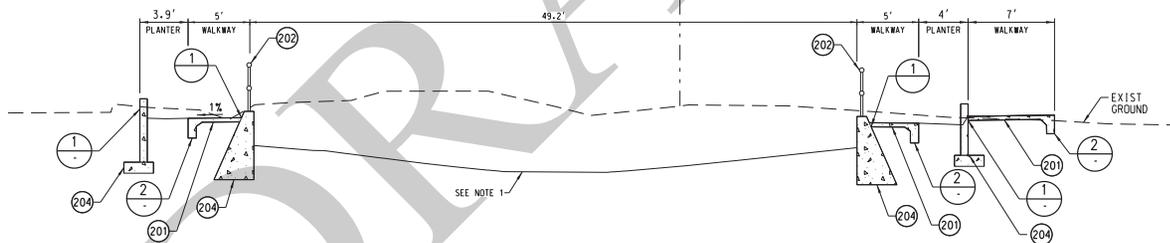
UNIVERSITY OF REDLANDS STATION
 DETAIL PLAN
 SHEET 1 OF 2

CONTRACT NO.	17-1001705
DRAWING NO.	CS98401
REVISION	SHEET NO.
	530 OF 2442
SCALE	AS SHOWN

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SECTION C
NOT TO SCALE



SECTION D
NOT TO SCALE

CONSTRUCTION NOTES:

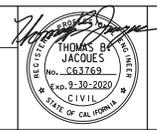
- 200 PLATFORM - SEE STRUCTURAL PLANS
- 201 CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CROSS06
- 202 HANDRAILES - SEE ARCHITECTURAL PLANS
- 204 RETAINING WALL - SEE STRUCTURAL PLANS

NOTES:

1. FOR OFFSITE AND TRACK DRAINAGE SEE DRAINAGE AND GRADING PLANS

DESIGNED BY	L. HERNANDEZ			
DRAWN BY	L. HERNANDEZ			
CHECKED BY	A. SHAH			
APPROVED BY	R. KLOVSKY			
DATE	5-18-2018			
REV.	DATE	CONFIRMED	TJ	SG
0	02-06-19	CONFIRMED		

San Bernardino County Transportation Authority



REDLANDS PASSENGER RAIL PROJECT

UNIVERSITY OF REDLANDS STATION
DETAIL PLAN
SHEET 2 OF 2

CONTRACT NO.	17-1001705
DRAWING NO.	CS98402
REVISION	SHEET NO.
	531 OF 2442
SCALE	AS SHOWN

EXHIBIT C

Maintenance Schedule

ITEM	FREQUENCY
Landscape/Irrigation	Twice Monthly
Trash Pickup and Cleanup	Daily
Platform Washing	Weekly
Graffiti Removal	As Needed
Plumbing/Electrical	Annually and As Needed
Vandalism Repairs	As Needed
Storm Drain System (includes inlets)	As Needed

DRAFT

EXHIBIT D

Detention Basin Maintenance Schedule and Plans

DRAFT

Inspection Activities	Suggested Frequency
<ul style="list-style-type: none"> <input type="checkbox"/> Observe drain time for a storm after completion or modification of the facility to confirm that the desired drain time has been obtained. <input type="checkbox"/> Newly established vegetation should be inspected several times to determine if any landscape maintenance (reseeding, irrigation, etc.) is necessary. <input type="checkbox"/> Inspect for upslope or adjacent contributing sediment sources and ensure that pretreatment systems are in place. 	<p>Post construction and semi-annually (beginning and end of rainy season)</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Inspect for the following issues: differential accumulation of sediment, signs of wetness or damage to structures, erosion of the basin floor, dead or dying grass on the bottom, condition of riprap, drain time, signs of petroleum hydrocarbon contamination, standing water, trash and debris, sediment accumulation, slope stability, pretreatment device condition 	<p>Semi-annually and after extreme events</p>
Maintenance Activities	Suggested Frequency
<ul style="list-style-type: none"> <input type="checkbox"/> Factors responsible for clogging should be repaired immediately. 	<p>Immediately</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Remove invasive weeds once monthly during the first two growing seasons. 	<p>Monthly during growing season</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Stabilize eroded banks with erosion control mat or mulch and revegetate. <input type="checkbox"/> Repair undercut and eroded areas at inflow and outflow structures. <input type="checkbox"/> Maintain access to the basin for regular maintenance activities. <input type="checkbox"/> Mow as appropriate for vegetative cover species. <input type="checkbox"/> Monitor health of vegetation and replace as necessary. <input type="checkbox"/> Control mosquitoes as necessary. <input type="checkbox"/> Remove litter and debris from infiltration basin area as required. <input type="checkbox"/> Trim vegetation to prevent establishment of woody vegetation that decreases storage volume. 	<p>Standard maintenance (as needed)</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Mow and remove grass clippings, litter, and debris. <input type="checkbox"/> Replant eroded or barren spots to prevent erosion and accumulation of sediment. 	<p>Semi-annual</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Scrape bottom and remove sediment when accumulated sediment reduces original infiltration rate by 25-50%. Restore original cross-section and infiltration rate. Properly dispose of sediment. <input type="checkbox"/> Seed or sod to restore ground cover. <input type="checkbox"/> Disc or otherwise aerate bottom. <input type="checkbox"/> Dethatch basin bottom. 	<p>3-5 year maintenance</p>

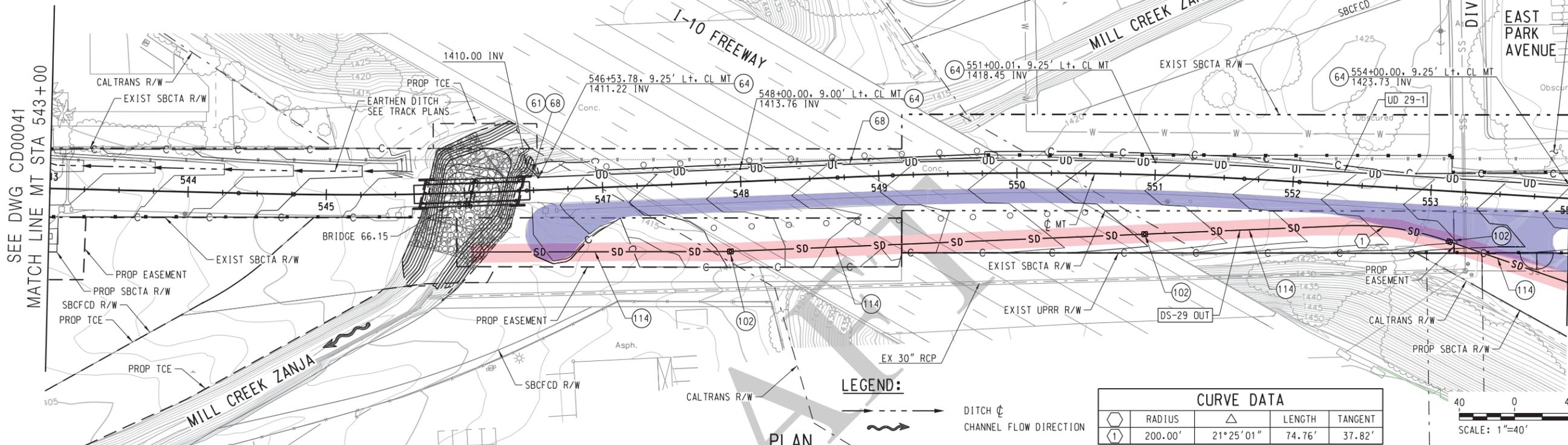
If there are actual signs of clogging or significant loss of infiltrative capacity the following maintenance activities should be considered:

- Mechanically de-thatching and/or aerating the top soils along the sides and bottom of the basin.
- Tilling or dicing to scarify the bottom of the basin

CONSTRUCTION NOTES:

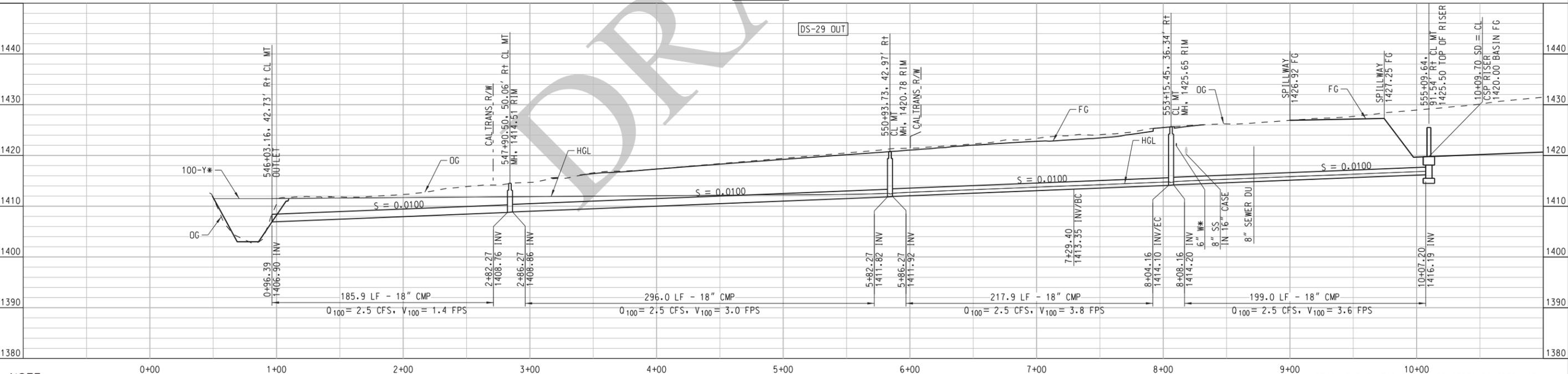
- 61 CONST. END TREATMENT W/ 14"x5/16" THICK STEEL WALL PIPE (NON-PERFORATED) PER METROLINK STD. 4201
- 64 CONST. UNDERDRAIN CLEANOUT PER DETAIL ON DRAWING CD00049
- 68 CONST. 12" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- 102 CONST. MANHOLE PER DETAIL ON DRAWING CD00063
- 114 CONST. 18" CMP (14 GAUGE)

SEE DWG CD00041
MATCH LINE MT STA 543+00



MATCH LINE MT STA 554+00
SEE DWG CD00043

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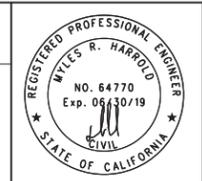


NOTE:
 1. SEE TRACK PLANS FOR DITCH PROFILES AND SECTIONS.
 * PER FINAL MZC HEC-RAS 2D HYDRAULIC ANALYSIS PREPARED BY HDR

DESIGNED BY	R. AFSHAR			
DRAWN BY	W. STEBOK			
CHECKED BY	M. HARROLD			
APPROVED BY	R. KLOVSKY			
DATE	5-18-2018			
REV.	DATE	CONFORMED	TJ	SG
0	02-06-19	CONFORMED		

San Bernardino County Transportation Authority

 HDR
 2280 Market Street, Suite 100
 Riverside, CA 92501-2110
 (951) 320-7300



REDLANDS PASSENGER RAIL PROJECT
 TRACK GRADING & DRAINAGE PLAN
 STA 543+00 TO STA 554+00

CONTRACT NO.	17-1001705
DRAWING NO.	CD00042
REVISION	SHEET NO.
	285 OF 2442
SCALE	HOR: 1"=40' VER: 1"=10'

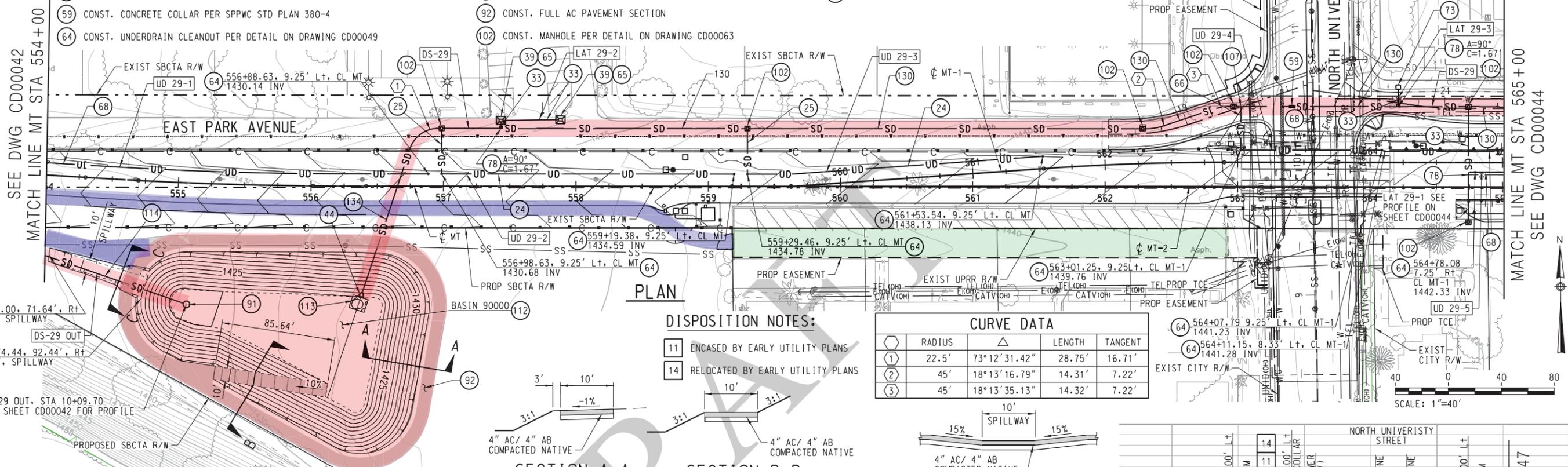
CONSTRUCTION NOTES:

- 24 CONST. 8" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- 25 CONST. 8" NON-PERFORATED HDPE PIPE
- 27 CONST. 24" RCP (3000-D)
- 33 CONST. 18" RCP (3000-D)
- 39 CONST. INLET APRON PER DETAIL ON DRAWING CD00052
- 44 CONST. CONCRETE FLARED END SECTION PER CALTRANS STD. D94B, TYPE A
- 59 CONST. CONCRETE COLLAR PER SPPWC STD PLAN 380-4
- 64 CONST. UNDERDRAIN CLEANOUT PER DETAIL ON DRAWING CD00049
- 65 CONST. TYPE G1 DRAINAGE INLET PER CALTRANS STD. RSP D73B
- 66 CONST. 12" NON-PERFORATED HDPE PIPE
- 68 CONST. 12" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- 73 CONST. CURB OPENING CATCH BASIN PER SPPWC #300-3, W=3.5'
- 78 CONST. JUNCTION STRUCTURE PER SPPWC STD PLAN 331-3
- 91 CONST. BASIN RISER PER DETAIL ON SHEETS CD00047 & CD00048
- 92 CONST. FULL AC PAVEMENT SECTION
- 102 CONST. MANHOLE PER DETAIL ON DRAWING CD00063

- 107 CONST. INSERTA TEE CONNECTOR OR APPROVED EQUAL
- 112 CONST. DETENTION BASIN
- 113 CONST. CLASS II RSP PER DETAIL ON DRAWING CD00052
- 114 CONST. 18" CMP (14 GAUGE)
- 130 CONST. 24" RCP (2000-D), EXCAVATION AND BACKFILL PER CALTRANS STD. A62D
- 134 CONST. 24" RCP (3000-D) WITH WATERTIGHT JOINTS

NOTES:

1. SEE TRACK PLANS FOR DITCH PROFILES AND SECTIONS.
2. SEE DRAWING CD00066 FOR THE LOCATION OF THE STA/OFFSET OF DRAINAGE STRUCTURES.



DISPOSITION NOTES:

- 11 ENCASED BY EARLY UTILITY PLANS
- 14 RELOCATED BY EARLY UTILITY PLANS

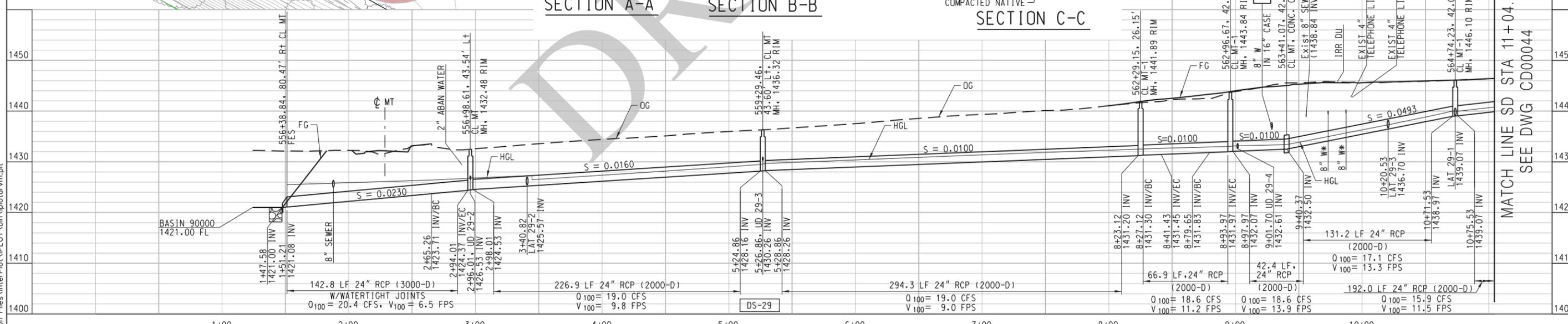
CURVE DATA

	RADIUS	Δ	LENGTH	TANGENT
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2	45'	18°13'16.79"	14.31'	7.22'
3	45'	18°13'35.13"	14.32'	7.22'

SECTION A-A

SECTION B-B

SECTION C-C



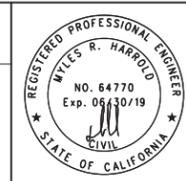
PROFILE

* PROFILE ELEVATIONS DENOTED WITH AN ASTERISK ARE FROM GPR DATA PROVIDED BY DAVID EVANS AND ASSOCIATES INC. PERFORMED ON 06/14/2017

2/13/2019 4:14:45 PM OMAP-INPICS023
 \\omap-inpisc01\csc\p\3135\988801_55\26495-CD00043.dgn
 p:\pwworking\sec\0756163\SANBAG-ICS-HALF.tbl
 C:\Program Files (x86)\Common Files\InterPlot\Plot\bin\plotdrv.mpl

DESIGNED BY	R. AFSHAR
DRAWN BY	W. STEBOK
CHECKED BY	M. HARROLD
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority

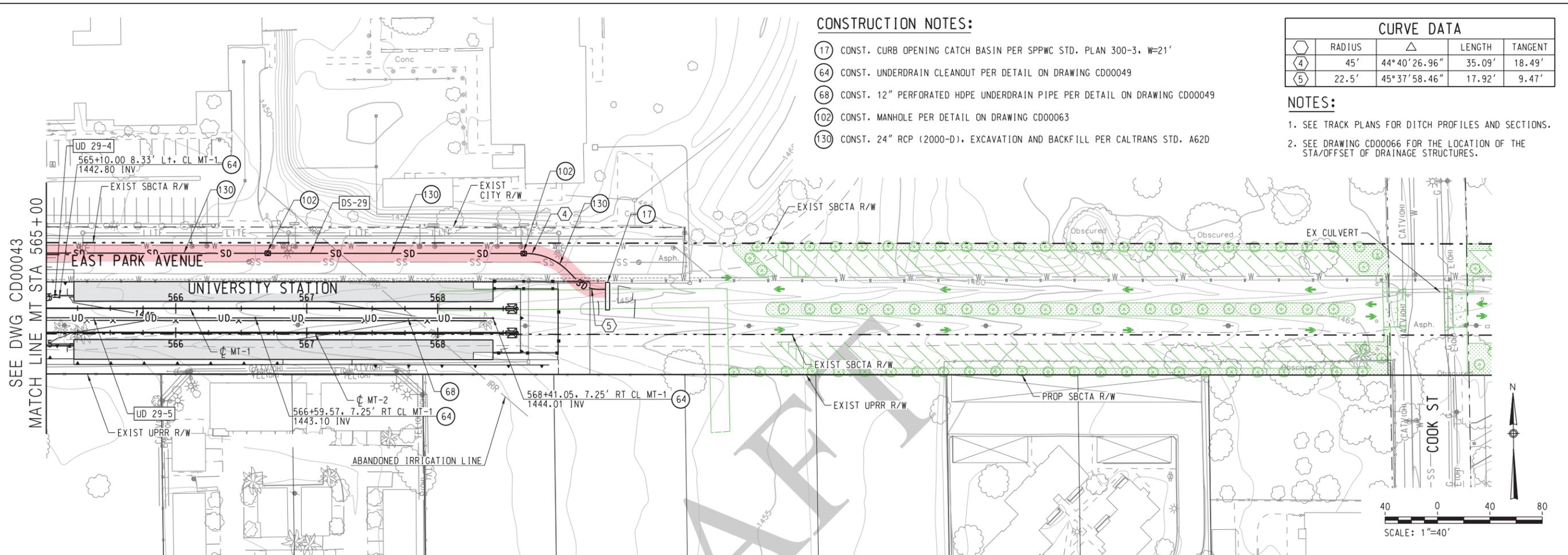


REDLANDS PASSENGER RAIL PROJECT

TRACK GRADING & DRAINAGE PLAN
 STA 554+00 TO STA 565+00

CONTRACT NO.	17-1001705
DRAWING NO.	CD00043
REVISION	SHEET NO.
	286 OF 2442
SCALE	HOR: 1"=40' VER: 1"=10'

2/13/2019 4:14:58 PM OMAP-INPICS023
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CONSTRUCTION NOTES:

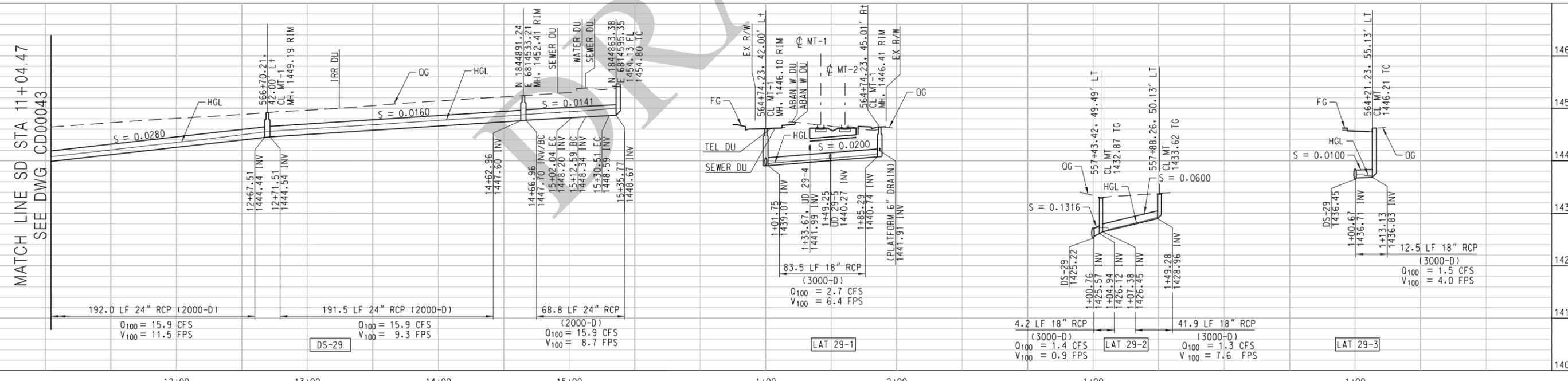
- (17) CONST. CURB OPENING CATCH BASIN PER SPPWC STD. PLAN 300-3, W=21'
- (64) CONST. UNDERDRAIN CLEANOUT PER DETAIL ON DRAWING CD00049
- (68) CONST. 12" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- (102) CONST. MANHOLE PER DETAIL ON DRAWING CD00063
- (130) CONST. 24" RCP (2000-D), EXCAVATION AND BACKFILL PER CALTRANS STD. A62D

CURVE DATA

Curve ID	RADIUS	Δ	LENGTH	TANGENT
(4)	45'	44°40'26.96"	35.09'	18.49'
(5)	22.5'	45°37'58.46"	17.92'	9.47'

- NOTES:**
- SEE TRACK PLANS FOR DITCH PROFILES AND SECTIONS.
 - SEE DRAWING CD00066 FOR THE LOCATION OF THE STA/OFFSET OF DRAINAGE STRUCTURES.

PLAN



PROFILE

REV.	DATE	DESCRIPTION	BY	APP.
0	02-06-19	CONFORMED	TJ	SG

DESIGNED BY	R. AFSHAR
DRAWN BY	W. STEBOK
CHECKED BY	M. HARROLD
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority

HDR
 HDR
 2280 Market Street, Suite 100
 Riverside, CA 92501-2110
 (951) 320-7300



REDLANDS PASSENGER RAIL PROJECT

TRACK GRADING & DRAINAGE PLAN
 STA 565+00 TO END

CONTRACT NO. 17-1001705
 DRAWING NO. CD00044
 REVISION SHEET NO. 287 OF 2442
 SCALE: HOR: 1"=40'
 VER: 1"=10'

EXHIBIT E

Maintenance and Security Pro-Rata Share Summary

Maintenance Costs			
Area	Description	Party	Share
A	Standard Platforms	CITY	100%*
B	Betterments	U of R	100%
C	Parking Lot	CITY	100%*
D	Detention Basin	CITY	59%*
		SBCTA	25%
		U of R	16%
E	Operating Property	SBCTA	100%

Security Costs			
Area	Description	Party	Share
A	Standard Platforms	CITY	100%*
B	Betterments	U of R	100%
C	Parking Lot	CITY	100%*
D	Detention Basin	Not Applicable	Not Applicable
E	Operating Property	SBCTA	100%

* For the first two (2) years of passenger rail Arrow Service, SBCTA is responsible for the maintenance and security costs associated with Area A, Area C and their proportionate share of Area D related to the drainage of Area A and Area C.

EXHIBIT F

Drainage Easement Covenants and Restrictions

DRAFT

RECORDING REQUESTED BY:
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

WHEN RECORDED MAIL TO:
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

APN(s): 0170-191-39-0000

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Easement for Drainage, Detention and Access

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **the University of Redlands, an IRC section 501(c)(3) nonprofit corporation** (hereinafter referred to as “**Grantor**”) does hereby GRANT and CONVEY to **San Bernardino County Transportation Authority (“Grantee”)**, and its successors and assigns, a permanent easement for drainage, detention and access purposes as set forth in this Easement Deed (hereinafter referred to as this “**Easement**”), over, above, on, under, in, across, along and through that certain portion of Grantor’s real property as described below, in accordance with the terms and provisions of this Easement.

RECITALS

A. Grantor and Grantee are the owners of two adjoining parcels of real property located in the City of Redlands, County of San Bernardino, and State of California.

B. The parcel owned by Grantor is known as San Bernardino County Assessor’s Parcel No. 0170-191-39-0000 and is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Grantor’s Property”). Grantor’s Property is sometimes also referred to in this Easement as the “Servient Tenement”.

C. The parcel owned by Grantee is more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the “Grantee’s Property”). Grantee’s Property is sometimes also referred to in this Easement as the “Dominant Tenement”.

D. Grantee’s Property is part of the railroad corridor owned by Grantee, and upon which Grantee is currently constructing the Redlands Passenger Rail Project (the “Project”).

E. Grantor’s Property is currently vacant; however, Grantee intends to construct a detention basin and related appurtenances (the “Detention Basin”) on Grantor’s Property as part

of its construction of the Project (the “Detention Basin Easement Area”). Grantee further intends to construct and install drainage pipelines (the “Drainage Facilities”) on, under, across and through Grantor’s Property, to allow surface and storm water from Grantee’s Property to drain into the Detention Basin (the “Drainage Easement Area”).

F. Grantor has agreed to grant a Detention Basin Easement and Drainage Easement in favor of Grantee and Grantee’s Property, over, across, under and through Grantor’s Property, together with a right of access to enter upon Grantor’s Property for the purpose of performing activities related to the detention basin and/or drainage facilities thereon (“Access Easement”), subject to the terms and conditions set forth herein.

THE EASEMENTS

1. EASEMENTS

1.1 Grant of Detention Basin Easement. Grantor does hereby grant and convey to Grantee and its successors and assigns in ownership of Grantee’s Property for the benefit of and as an appurtenance to Grantee’s Property, a perpetual, non-exclusive easement on, over, upon, under, across and through Grantor’s Property for the purpose of directing, discharging, collecting and detaining in the Detention Basin any and all storm and surface water emanating from Grantee’s Property and further, if and to the extent Grantee should need to conduct any service, repair, maintenance or replacement of the Detention Basin pursuant to Section 2.4 below, for the purposes of servicing, maintaining, repairing and replacing the Detention Basin. In connection therewith, Grantor agrees to accept and detain in the Detention Basin any and all such storm and surface water emanating from Grantor’s Property.

1.2 Grant of Drainage Easement. Grantor does hereby grant and convey to Grantee and its successors and assigns in ownership of Grantee’s Property for the benefit of and as an appurtenance to Grantee’s Property, a perpetual, non-exclusive easement on, over, upon, under, across and through Grantor’s Property for the purpose of concentrating, directing and transporting any and all storm and surface water emanating from Grantee’s Property into and through the Drainage Facilities to the Detention Basin and further, if and to the extent Grantee should need to conduct any service, repair, maintenance or replacement of the Drainage Facilities pursuant to Section 2.4 below, for the purposes of servicing, maintaining, repairing and replacing the Drainage Facilities.

1.3 Grant of Access Easement. Grantor does hereby grant and convey to Grantee and its successors and assigns in ownership of Grantee’s Property for the benefit of and as an appurtenance to Grantee’s Property, a perpetual, non-exclusive access easement on, over, upon, under, across and through Grantor’s Property for ingress and egress purposes to and from Grantor’s Property for service, repair, maintenance or replacement of the Detention Basin or Drainage Facilities, or for emergency purposes related to the Detention Basin or Drainage Facilities.

1.4 Covenants Running with the Land. This Easement and all terms, provisions, rights and obligations set forth herein shall be binding upon each party and its respective successors and assigns succeeding to any interest in the Dominant Tenement or the

Servient Tenement. The Detention Basin Easement, the Drainage Easement and the Access Easement shall be appurtenant to and for the benefit of the Dominant Tenement and shall run with the land. Any conveyance of Grantor's Property, or any portion thereof, shall be subject to the easements, covenants, conditions, representations and restrictions contained in this Easement. Therefore, the term "Grantor" shall mean and include the owner of Grantor's Property from time to time, and the term "Grantee" shall mean and include the owner of Grantee's Property from time to time.

1.5 Perpetual Easements. The Detention Basin Easement, the Drainage Easement and the Access Easement are each granted in perpetuity.

1.6 No Interference with Grantee's Use of the Easements. Grantor's use of Grantor's Property may not disturb, disrupt or interfere with Grantee's use or occupancy of, or access to and from, the Detention Basin or the Drainage Facilities. Further, Grantor shall not allow any use of Grantor's Property which would disturb, disrupt or interfere with Grantee's use or occupancy of, or access to and from, the Detention Basin or the Drainage Facilities.

2. CONSTRUCTION AND MAINTENANCE

2.1 Construction of the Detention Basin and Drainage Facilities. Grantee intends on completing construction of the Detention Basin and Drainage Facilities servicing Grantee's Property on or before February 10, 2021, in conformance with the plans attached hereto as Exhibit D and incorporated herein by this reference (the "Construction Plans"). Said construction is the sole responsibility of Grantee and Grantee shall bear all costs associated therewith. However, Grantee is not responsible for the construction of any other drainage pipelines, and shall not pay for the cost of constructing any other drainage pipelines, that may connect to the Detention Basin beyond those particular Drainage Facilities servicing Grantee's Property, other than those shown on the Construction Plans.

2.2 Maintenance. Grantee, for itself and its successors and assigns, agrees to maintain the Detention Basin and the Drainage Facilities within Grantor's Property upon the granting of this Easement. The responsible party, as may be modified pursuant to Subsection 2.3 below, agrees to maintain the Detention Basin and Drainage Facilities within Grantor's Property as set forth in the Provisions for the Maintenance and Use of the Detention Basin and Drainage Facilities attached hereto as Exhibit C and incorporated herein by this reference (the "Maintenance and Use Provisions"). Maintenance of the Drainage Facilities that lie within Grantee's Property shall be Grantee's sole responsibility.

2.3 Modification to Detention Basin or Drainage Facilities. Neither Grantor nor Grantee shall make modifications to the Detention Basin or Drainage Facilities without first obtaining prior written consent of the other party. Said consent shall not be unreasonably withheld provided that requestor of said consent demonstrates that the Detention Basin and Drainage Facilities as modified will, at all times, satisfy the terms, provisions and requirements set forth in a Municipal Separate Storm Sewer System permit or other such prevailing document as may exist at such time said consent is requested, including but not limited to preserving existing water storage and treatment capacity, in addition to complying with all applicable laws, ordinances, rules and

regulations of any governmental agency or authority having jurisdiction over the management and treatment of storm and surface waters. Grantor and Grantee mutually agree for themselves, their successors and assigns that as a condition of consent to substantially modify the Detention Basin or Drainage Facilities, the requesting party shall assume responsibility for the maintenance of such modified facilities and the cost of said maintenance, except for minor modifications which do not materially affect the maintenance costs of the Detention Basin or Drainage Facilities.

2.4 Failure to Adequately Maintain Detention Basin and Drainage Facilities. In the event that the maintenance obligations are modified pursuant to Section 2.3, and the Grantor should fail to adequately maintain the modified facilities in accordance with this Easement and/or the Maintenance and Use Provisions, Grantee shall have the right but not the obligation to service, maintain, repair and replace the modified facilities, and seek reimbursement from Grantor for any costs and expenses associated with said service, maintenance, repair or replacement work, which costs shall include administrative time spent on performing said work, and Grantee's overhead for same. If there is a disagreement as to the maintenance or repair work that must be completed, Grantee will be allowed to make any repairs or conduct any maintenance that it deems urgent and/or necessary, as set forth in Subsection 2.5 below.

2.5 Emergency Repairs. Grantee shall (and may, without first obtaining Grantor's consent) have the right to make such repairs and take such other actions as are reasonable and necessary to address any emergency situation relating to the existence, use, operation, maintenance or repair of the Detention Basin and Drainage Facilities, or the modified facilities as described in Section 2.3, in the event (but only in the event) such emergency situation arises out of, results from or relates to the existence of, or Grantee's construction, use, operation, maintenance or repair of, the Project and/or the Drainage Facilities within Grantee's Property. The purpose of this Subsection 2.5 is to permit Grantee to immediately address emergency situations without first obtaining Grantor's consent; however, Grantee shall, nonetheless, attempt to contact Grantor as soon as reasonably possible and advise of Grantee's actions and proposed actions to address the emergency situation and/or results thereof and Grantee shall, to the extent reasonably practicable, seek Grantor's consent to Grantee's actions.

3. GENERAL PROVISIONS

3.1 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

3.2 No Forfeiture. Notwithstanding any contrary provision of this Easement, the easements, rights and privileges granted and conveyed in this Easement are intended to be independent of any contractual agreements or obligations of any party hereto and a breach or default by any party hereto of any duty or obligation under this Easement shall not cause or result in the forfeiture or reversion of any such easements, rights or privileges.

3.3 Governing Law. This Easement shall be governed by and construed under the laws of the State of California.

3.4 Modification. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by Grantor and Grantee, or by their respective successors.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

UNIVERSITY OF REDLANDS,
a California nonprofit public benefit
corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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 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)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Easement Deed to the undersigned San Bernardino County Transportation Authority ("SBCTA"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer on behalf of SBCTA pursuant to authority conferred by the San Bernardino County Transportation Authority's Board of Directors, Agenda Item 12, adopted on June 5, 2013, and the Grantee consents to recordation thereof by its duly authorized officer.

Description/ identification of real property: San Bernardino County Assessor's Parcel No. 0170-191-39-0000

Dated: _____ By: _____

Carrie Schindler, PE

Director of Transit and Rail Programs

ACKNOWLEDGEMENT

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

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

WITNESS my hand and official seal.

Signature: _____ (SEAL)

**EXHIBIT "A" TO
GRANT OF EASEMENT FOR DRAINAGE, DETENTION AND ACCESS**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
[APN(s): 0170-191-39-000]

[attached behind this page]

DRAFT

Exhibit "A"

Parcel 1:

Lot 10 and those portions of Lots 5, 6, 7, 8, 9, 19 and 20, Block "H", of Lugonia Park, as shown on map recorded in Book 4 of Maps, Page 50, records of said County, described as a whole as follows:

Beginning at the intersection of the North line of said Lot 5 with the East line of the West 20 feet of said Lot 5; thence along said East line, South $0^{\circ} 18' 29''$ East 26.20 feet; thence South $60^{\circ} 28' 02''$ East 668.77 feet to the East line of said Lot 19, distant along last said East line North $0^{\circ} 16' 25''$ West 150.07 feet from the Southeast corner of said Lot 19; thence along last said East line and the East line of said Lot 10, North $0^{\circ} 15' 25''$ West 349.58 feet to the Northeast corner of said Lot 10; thence along the North lines of said Lots 5 to 10, inclusive, North $89^{\circ} 22' 52''$ West 580.39 feet to the point of beginning.

Excepting therefrom all minerals, oils, gases and other hydrocarbons whatsoever name known that may be within or under the parcel of land hereinabove described, without, however; the right to drill, dig or mine through the surface thereof.

Parcel 2:

An Easement for right to operate vehicles over described property for access as described in Easement deed recorded on August 23, 1963 in Book 5975 Page 761 of Official Records.

DRAFT

**EXHIBIT “B” TO
GRANT OF EASEMENT FOR DRAINAGE, DETENTION AND ACCESS**

LEGAL DESCRIPTION OF GRANTEE’S PROPERTY

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, A PORTION OF THE LANDS GRANTED TO THE CALIFORNIA CENTRAL RAILWAY DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN BOOK 67 OF DEEDS, PAGE 312, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE PORTION OF PARK AVENUE ADJOINING LOTS 5 THROUGH 14, INCLUSIVE, BLOCK D; LOTS 12 THROUGH 22, INCLUSIVE, BLOCK E; LOTS 5 THROUGH 14, INCLUSIVE, BLOCK H; AND LOTS 1 THROUGH 11, INCLUSIVE, BLOCK I OF MAP OF LUGONIA PARK, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 50.

DRAFT

**EXHIBIT “C” TO
GRANT OF EASEMENT FOR DRAINAGE, DETENTION AND ACCESS**

**PROVISIONS FOR THE MAINTENANCE AND USE OF
THE DETENTION BASIN AND DRAINAGE FACILITIES**

[attached behind this page]

DRAFT

Infiltration Basin

TC-11

Inspection Activities	Suggested Frequency
<ul style="list-style-type: none"> <input type="checkbox"/> Observe drain time for a storm after completion or modification of the facility to confirm that the desired drain time has been obtained. <input type="checkbox"/> Newly established vegetation should be inspected several times to determine if any landscape maintenance (reseeding, irrigation, etc.) is necessary. <input type="checkbox"/> Inspect for upslope or adjacent contributing sediment sources and ensure that pretreatment systems are in place. 	Post construction and semi-annually (beginning and end of rainy season)
<ul style="list-style-type: none"> <input type="checkbox"/> Inspect for the following issues: differential accumulation of sediment, signs of wetness or damage to structures, erosion of the basin floor, dead or dying grass on the bottom, condition of riprap, drain time, signs of petroleum hydrocarbon contamination, standing water, trash and debris, sediment accumulation, slope stability, pretreatment device condition 	Semi-annually and after extreme events
Maintenance Activities	Suggested Frequency
<ul style="list-style-type: none"> <input type="checkbox"/> Factors responsible for clogging should be repaired immediately. 	Immediately
<ul style="list-style-type: none"> <input type="checkbox"/> Remove invasive weeds once monthly during the first two growing seasons. 	Monthly during growing season
<ul style="list-style-type: none"> <input type="checkbox"/> Stabilize eroded banks with erosion control mat or mulch and revegetate. <input type="checkbox"/> Repair undercut and eroded areas at inflow and outflow structures. <input type="checkbox"/> Maintain access to the basin for regular maintenance activities. <input type="checkbox"/> Mow as appropriate for vegetative cover species. <input type="checkbox"/> Monitor health of vegetation and replace as necessary. <input type="checkbox"/> Control mosquitoes as necessary. <input type="checkbox"/> Remove litter and debris from infiltration basin area as required. <input type="checkbox"/> Trim vegetation to prevent establishment of woody vegetation that decreases storage volume. 	Standard maintenance (as needed)
<ul style="list-style-type: none"> <input type="checkbox"/> Mow and remove grass clippings, litter, and debris. <input type="checkbox"/> Replant eroded or barren spots to prevent erosion and accumulation of sediment. 	Semi-annual
<ul style="list-style-type: none"> <input type="checkbox"/> Scrape bottom and remove sediment when accumulated sediment reduces original infiltration rate by 25-50%. Restore original cross-section and infiltration rate. Properly dispose of sediment. <input type="checkbox"/> Seed or sod to restore ground cover. <input type="checkbox"/> Disc or otherwise aerate bottom. <input type="checkbox"/> Dethatch basin bottom. 	3-5 year maintenance

If there are actual signs of clogging or significant loss of infiltrative capacity the following maintenance activities should be considered:

- Mechanically de-thatching and/or aerating the top soils along the sides and bottom of the basin.
- Tilling or dicing to scarify the bottom of the basin

**EXHIBIT “D” TO
GRANT OF EASEMENT FOR DRAINAGE, DETENTION AND ACCESS**

CONSTRUCTION PLANS

[attached behind this page]

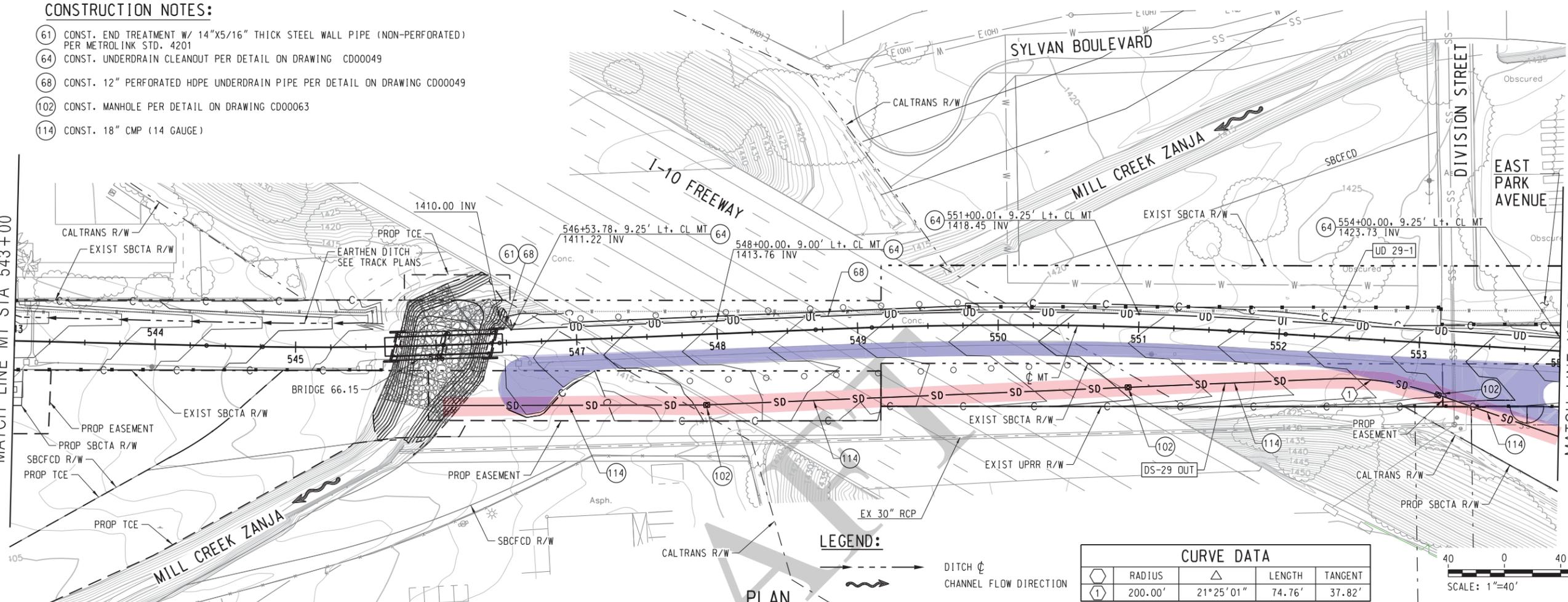
DRAFT

CONSTRUCTION NOTES:

- 61 CONST. END TREATMENT W/ 14"x5/16" THICK STEEL WALL PIPE (NON-PERFORATED) PER METROLINK STD. 4201
- 64 CONST. UNDERDRAIN CLEANOUT PER DETAIL ON DRAWING CD00049
- 68 CONST. 12" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- 102 CONST. MANHOLE PER DETAIL ON DRAWING CD00063
- 114 CONST. 18" CMP (14 GAUGE)

SEE DWG CD00041
MATCH LINE MT STA 543+00

MATCH LINE MT STA 554+00
SEE DWG CD00043



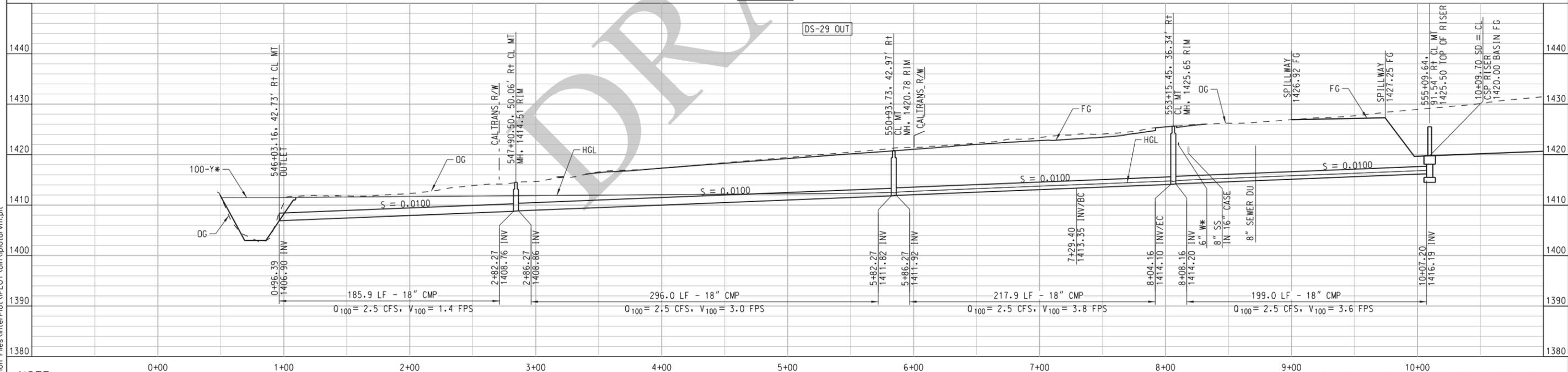
LEGEND:

DITCH ϕ
CHANNEL FLOW DIRECTION \rightarrow

CURVE DATA			
RADIUS	LENGTH	TANGENT	
200.00'	21°25'01"	74.76'	37.82'



PLAN



PROFILE

NOTE:

1. SEE TRACK PLANS FOR DITCH PROFILES AND SECTIONS.

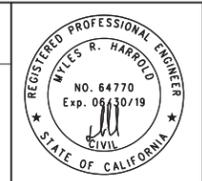
* PER FINAL MZC HEC-RAS 2D HYDRAULIC ANALYSIS PREPARED BY HDR

* PROFILE ELEVATIONS FOR UTILITIES DENOTED WITH AN ASTERISK ARE FROM GPR DATA PROVIDED BY DAVID EVANS AND ASSOCIATES INC. PERFORMED ON 06/14/2017

2/13/2019 4:14:18 PM
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 C:\Program Files (x86)\Common Files\InterPlot\Plot\bin\plotdrv.mpl
 OMAP-INPICS025

DESIGNED BY	R. AFSHAR
DRAWN BY	W. STEBOK
CHECKED BY	M. HARROLD
APPROVED BY	R. KLOVSKY
DATE	5-18-2018
BY	TJ SG
SUBJ.	APP.

San Bernardino County Transportation Authority



REDLANDS PASSENGER RAIL PROJECT

TRACK GRADING & DRAINAGE PLAN
STA 543+00 TO STA 554+00

CONTRACT NO.	17-1001705
DRAWING NO.	CD00042
REVISION	SHEET NO.
	285 OF 2442
SCALE	HOR: 1"=40' VER: 1"=10'

CONSTRUCTION NOTES:

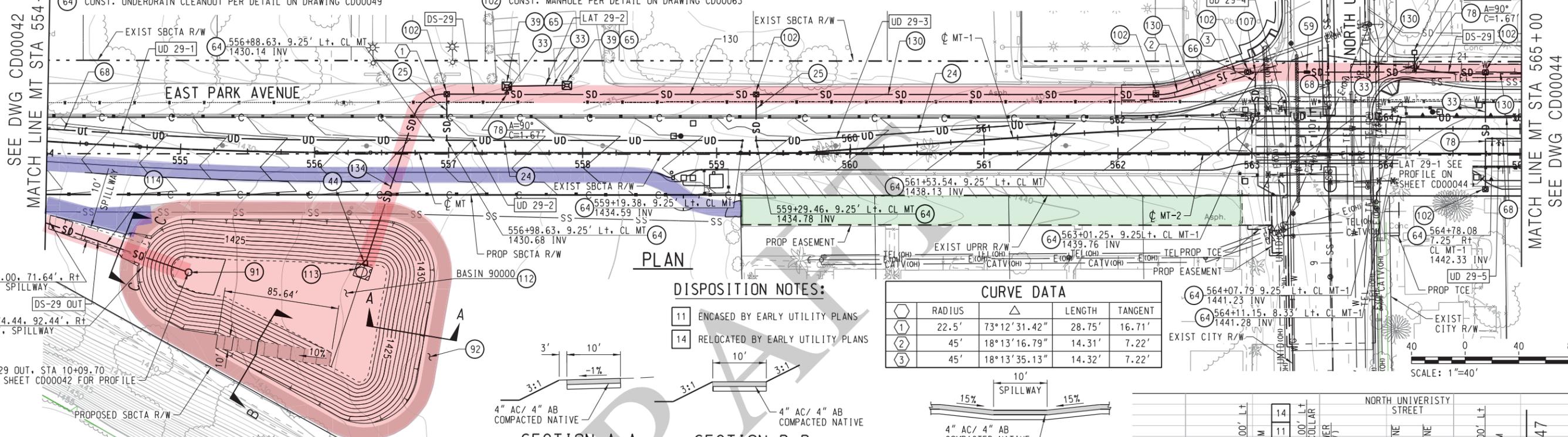
- (24) CONST. 8" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- (25) CONST. 8" NON-PERFORATED HDPE PIPE
- (27) CONST. 24" RCP (3000-D)
- (33) CONST. 18" RCP (3000-D)
- (39) CONST. INLET APRON PER DETAIL ON DRAWING CD00052
- (44) CONST. CONCRETE FLARED END SECTION PER CALTRANS STD. D94B, TYPE A
- (59) CONST. CONCRETE COLLAR PER SPPWC STD PLAN 380-4
- (64) CONST. UNDERDRAIN CLEANOUT PER DETAIL ON DRAWING CD00049
- (65) CONST. TYPE G1 DRAINAGE INLET PER CALTRANS STD. RSP D73B
- (66) CONST. 12" NON-PERFORATED HDPE PIPE
- (68) CONST. 12" PERFORATED HDPE UNDERDRAIN PIPE PER DETAIL ON DRAWING CD00049
- (73) CONST. CURB OPENING CATCH BASIN PER SPPWC #300-3, W=3.5'
- (78) CONST. JUNCTION STRUCTURE PER SPPWC STD PLAN 331-3
- (91) CONST. BASIN RISER PER DETAIL ON SHEETS CD00047 & CD00048
- (92) CONST. FULL AC PAVEMENT SECTION
- (102) CONST. MANHOLE PER DETAIL ON DRAWING CD00063
- (107) CONST. INSERTA TEE CONNECTOR OR APPROVED EQUAL
- (112) CONST. DETENTION BASIN
- (113) CONST. CLASS II RSP PER DETAIL ON DRAWING CD00052
- (114) CONST. 18" CMP (14 GAUGE)
- (130) CONST. 24" RCP (2000-D), EXCAVATION AND BACKFILL PER CALTRANS STD. A62D
- (134) CONST. 24" RCP (3000-D) WITH WATERTIGHT JOINTS

NOTES:

- 1. SEE TRACK PLANS FOR DITCH PROFILES AND SECTIONS.
- 2. SEE DRAWING CD00066 FOR THE LOCATION OF THE STA/OFFSET OF DRAINAGE STRUCTURES.

SEE DWG CD00042
MATCH LINE MT STA 554+00

MATCH LINE MT STA 565+00
SEE DWG CD00044



DISPOSITION NOTES:

- (11) ENCASED BY EARLY UTILITY PLANS
- (14) RELOCATED BY EARLY UTILITY PLANS

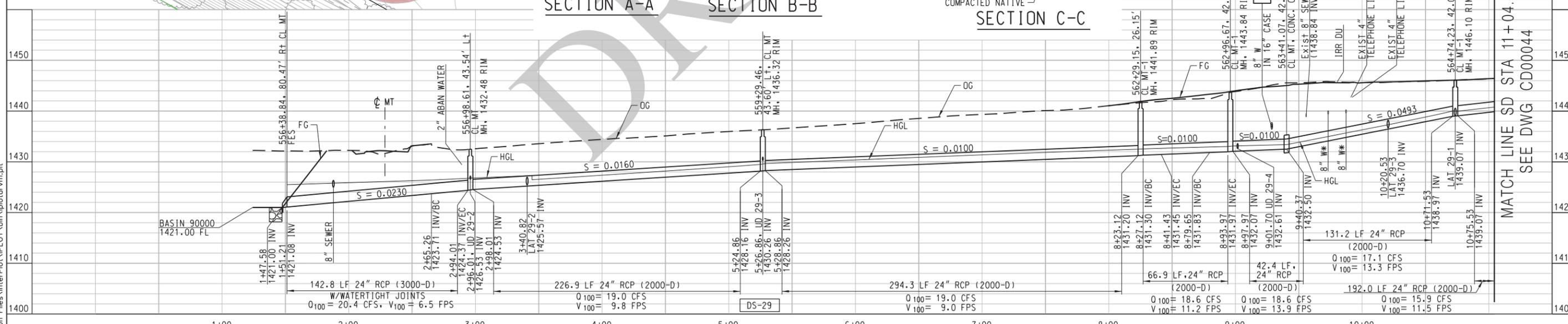
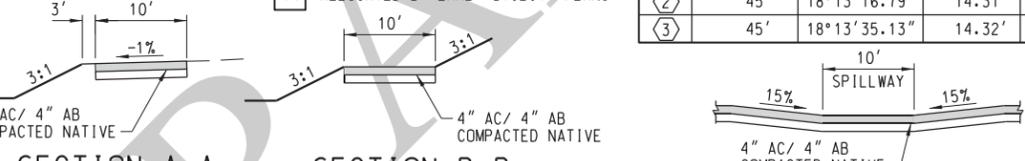
CURVE DATA

	RADIUS	Δ	LENGTH	TANGENT
(1)	22.5'	73°12'31.42"	28.75'	16.71'
(2)	45'	18°13'16.79"	14.31'	7.22'
(3)	45'	18°13'35.13"	14.32'	7.22'

SECTION A-A

SECTION B-B

SECTION C-C



PROFILE

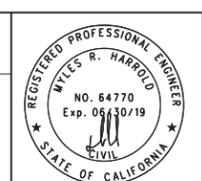
* PROFILE ELEVATIONS DENOTED WITH AN ASTERISK ARE FROM GPR DATA PROVIDED BY DAVID EVANS AND ASSOCIATES INC. PERFORMED ON 06/14/2017

2/13/2019 4:14:45 PM OMAP-INPICS023
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p:\pwworking\sec\0756163\SANBAG-ICS-HALF.tbl
C:\Program Files (x86)\Common Files\InterPlot\Plot\bin\plotdrv.mpl

DESIGNED BY	R. AFSHAR
DRAWN BY	W. STEBOK
CHECKED BY	M. HARROLD
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority

HDR
HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300



REDLANDS PASSENGER RAIL PROJECT

TRACK GRADING & DRAINAGE PLAN
STA 554+00 TO STA 565+00

CONTRACT NO. 17-1001705
DRAWING NO. CD00043
REVISION SHEET NO. 286 OF 2442
SCALE HOR: 1"=40'
VER: 1"=10'

EXHIBIT G

Parking Lot License

DRAFT

SBCTA Contract No.: 18-1001928

File No.: _____

Subdivision: Redlands

Milepost(s): 10.0 (Parking Lot)

SBCTA Contract No. 18-1001928

LICENSE AGREEMENT

BETWEEN

SBCTA

AND

CITY OF REDLANDS

LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made and entered into as of the date executed by SBCTA, by and between **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a county transportation authority pursuant to California Public Utilities Code §§130800 et. seq. (“SBCTA”), and, **CITY OF REDLANDS**, a municipal corporation (“LICENSEE”), upon and in consideration of the agreements, covenants, terms and conditions below .

PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

Part II
Section Cross
Reference

Basic License Provisions

1. **Parties.**

SBCTA’s Address:

Attn: Transit & Rail Programs
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
909-884-8276

Licensee’s Address:

City of Redlands
35 Cajon Avenue, Suite 15A
Redlands, CA 92373

Attn: City Clerk

Telephone: 909-798-7531

E-mail: jdonaldson@cityofredlands.org

2. **Description of the Premises.**

§ 1.1

City/County: City of Redlands, San Bernardino County

Subdivision: Redlands

Address or Milepost Location:

Mile Post 10.0 (Cook St) and west thereof

Approximate area:

59,230 square feet; 1.36 acres

See map/diagram in Exhibit "A".

Description and Dimensions of Premises Area:

An approximately 613 foot portion of SBCTA's Redlands Subdivision's rail right of way , 100 foot wide, adjacent to and west of Cook Street, excepting that portion of the rail right of way maintained by the City of Redlands as Park Avenue.

3. **Allowable Improvements, Facilities and Uses. Licensee shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the Premises:**

§ 1.3

Description of Improvements and/or Facilities ("Improvements"):

A one hundred (100) space parking lot reserved for rail commuter use and appurtenant facilities.

Use of the Premises:

Operation and maintenance of parking lot for rail commuter use, and the rights and/or obligations of Licensee pursuant to SBCTA Contracts 20-1002255, 21-1002525 and that certain MOU as amended, originally dated October 1, 1996 between Licensee and SBCTA.

4. **Term.**

§ 2.1

Commencement Date: Date executed by SBCTA

Term (check one):

A. Month-to-month

B. Until End Date: Twenty (20) years after the Commencement Date, thereafter the term shall convert to month to month.

(subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2).

Basic License Provisions

Part II
Section Cross
Reference

5. **Fees.** § 3
- A. Administration Fee: \$Zero per year or portion thereof, payable annually in advance. § 3.1.1
- B. Base Use Fee (check one):
- i. \$ _____ per month, payable monthly in advance § 3.1.2
 - ii. \$ Zero per year, payable annually in advance
- C. Additional Use Fee (check one):
- i. One-time fee: \$ _____
 - ii. Other: Not Applicable §3.1.3
- D. Base Use Fee Adjustment Dates (check if applicable):
- i. *CPI Adjustment.* Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) (“CPI”) as defined in Section 3.2.1 of the Standard License Provisions. § 3.2
§ 3.2.1
 - ii. *Fair Market Rate Adjustment.* At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the Standard License Provisions. § 3.2.2
 - iii. Other: Not Applicable § 3.2.3
6. **Security Deposit (if any).** \$ Zero § 4
7. **Insurance Amount.** See Exhibit “B” §§ 10, 13

IN WITNESS WHEREOF, this License was duly executed by the Parties identified in Item 1 of this Part I on the dates below, and is effective as the date executed by SBCTA.

LICENSEE:
CITY OF REDLANDS, a corporate
municipality

SBCTA
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title _____
Date: _____

By: _____
Name: Raymond W. Wolfe
Title: Executive Director
Date: _____

DRAFT

PART II – STANDARD LICENSE PROVISIONS

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- “A” Premises
- “B” Insurance Requirements
- “C” Permitted Hazardous Material
- “D” Additional Provisions

PART II - STANDARD LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to Licensee in, on, over, under, across and along the real property of SBCTA in the location shown in the diagram attached hereto as Exhibit A and described in Item 2 of the Basic License Provisions (the "Premises"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in Item 3 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the "Improvements"), for the purposes described in Item 3 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA's prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as "SBCTA Property."
- 1.2. Condition of Premises. Licensee acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. Licensee accepts the Premises "as is" as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by Licensee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.
- 1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in Item 3 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by Licensee in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA's prior written approval.
- 1.4. Non-exclusive and Revocable Nature of License. The License granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. Licensee agrees that notwithstanding the Improvements made by Licensee to the Premises or other sums expended by Licensee in furtherance of this License, the license granted herein is fully revocable by SBCTA in accordance with the terms of this License.

1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by Licensee. Licensee shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

2.1. Term of License. The term of this License shall commence on the “Commencement Date” specified in Item 4 of the Basic License Provisions. If Item 4.A of the Basic License Provisions is checked, this License shall continue in full force and effect on a month-to-month basis. If Item 4.B of the Basic License Provisions is checked, then this License shall be a license for the term specified in said Item 4.B. The term of this License as provided above is referred to as the “Term.”

2.2. Termination.

2.2.1. Convenience. If Item 4.A is checked, this License shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days’ prior written notice. If Item 4.B is checked, this License shall continue in full force and effect until the End Date, unless SBCTA, acting by its Executive Director or his or her designee, for any reason and in its sole and absolute discretion, determines that this License is no longer in SBCTA’s best interests. In which case, SBCTA may terminate this License on thirty (30) days’ prior written notice, but SBCTA shall also return to Licensee, within thirty (30) days after the termination, the pro-rata portion of any annual Use Fee paid by the Licensee for the portion of the agreed term that will not be used by Licensee.

2.2.2. Cause. SBCTA may terminate this License for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 8 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SBCTA shall have the right to immediately, without notice and at Tenant’s expense, terminate this License upon discovery of any default set forth in Section 8.1(d) and abate any such public nuisance and/or dangerous condition.

2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, Licensee hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually “Public Use”); and that Licensee’s use of the Premises under this License is a temporary, interim use as to which Licensee has no right to nor expectation of use for any

particular length of time that may be terminated by SBCTA by thirty (30) days written notice to Licensee as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this License, Licensee expressly acknowledges and agrees that:

- (a) SBCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA's Executive Director, or designee;
- (b) Licensee shall **NOT** object to, oppose, or protest at any approval proceeding; nor file suit to prevent or delay any Public Use when planned or implemented on or adjacent to the Premises;
- (c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, Licensee shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at Licensee's sole cost and expense, within thirty (30) days after written notice from SBCTA; and
- (d) Licensee expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this License and requires Licensee to vacate the Premises for any Public Use, Licensee shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
 - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
 - (ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. Penalty: If Licensee fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 4.B of the Basic License Provisions or the termination date established as otherwise provided in this License ("Termination Date"), then, in addition to any and all other remedies available to SBCTA under the terms of this License or at law or equity, Licensee shall pay a Penalty equal to twice the Base Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that Licensee has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date. Licensee shall indemnify SBCTA against all liabilities, costs and damages sustained by SBCTA by reason of such failure to terminate and restore.

2.3. Termination of Use and Restoration of Premises. Upon the Termination Date , unless otherwise requested in writing by SBCTA prior to the Termination Date, Licensee, at its own cost and expense, shall immediately remove all alterations additions and Improvements made by Licensee to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should Licensee fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at Licensee's expense (including costs, interest, and fees), which Licensee agrees to pay to SBCTA on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

3. PAYMENTS

3.1. Fees. As consideration for the rights herein granted, Licensee agrees to pay to SBCTA the Administration and Use Fees specified in Item 5 of the Basic License Provisions, adjusted as set forth in Section 3.2.

3.1.1. Administration Fee. The Administration Fee set forth in Item 5.A of the Basic License Provisions shall be due and payable annually in advance prior to each anniversary of the execution date of this license.

3.1.2. Base Use Fee. If Item 5.B.i of the Basic License Provisions is checked, the first month's Base Use Fee noted therein shall be due and payable upon Licensee's execution of this License. Thereafter, the Base Use Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base Use Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 5.B.ii of the Basic License Provisions is checked, the annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1 of the Basic License Provisions.

3.1.3. Additional Use Fee. If Item 5.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this License by Licensee. If Item 5.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 5.C.ii.

3.2. Use Fee Adjustment.

3.2.1. Annual CPI Adjustment. If Item 5.D.i of the Basic License Provisions is checked, then the Base Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the “Adjustment Date”). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base Use Fee as of each Adjustment Date shall be the greater of the Base Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau), or if such index is no longer published, the U.S. Department of Labor’s most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

3.2.2. Fair Market Adjustment. If Item 5.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to Licensee of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 5.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 5.D.i and 5.D.ii, the adjustment set forth in 5.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SBCTA under this License will cause SBCTA to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from Licensee is not received by SBCTA within five (5) days of when due, Licensee shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late

charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this License, at law or in equity. In addition, any payment not made within 15 days of when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

4. SECURITY DEPOSIT

Upon execution of this License and in addition to the payment described in Section 3 of the Basic License Provisions, SBCTA may require Licensee to pay SBCTA a security deposit in the amount set forth in Item 6 of the Basic License Provisions ("Security Deposit"), which sum shall be held by SBCTA in its general fund, without obligation for interest, as security for the faithful performance by Licensee of all of the terms, covenants, conditions and obligations of this License. If at any time Licensee fails to keep and perform any of the terms, covenants, and conditions of this License, including making any payment required hereunder, SBCTA may, at its sole option, apply all or any portion of the Security Deposit to any overdue payment and/or any loss or damage incurred by SBCTA by reason of Licensee's default or breach. Within a reasonable time after termination of this License and after Licensee has vacated the Premises, SBCTA shall return, without interest, said deposit or portion remaining, if any, after deductions for any unpaid payments and any losses or damages sustained by SBCTA due to any breach or default by Licensee or any damage to the Premises or any failure to restore the Premises to the required condition.

5. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures or equipment located on or placed on the Premises, whether owned by Licensee or any person or entity acting for or at the request of Licensee; or (b) as a result of the Licensee's or the Improvements' operations.

6. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. Licensee shall not suffer or permit to be filed or enforced against the Premises or the Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of Licensee, or out of any other claim or demand of any kind. The term "Work" under this License means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. Licensee shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the

Improvements. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. Licensee shall furnish evidence of payment upon request of SBCTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SBCTA shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. In such circumstances, Licensee shall pay an additional fee to SBCTA of twenty five percent (25%) of the costs of the discharge of the lien or stop notice in order to cover SBCTA's administrative costs. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this License.

7. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, Licensee, which is on or near the Premises. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, or electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. Licensee, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this License.

8. DEFAULT, BREACH AND REMEDIES

8.1. Licensee Default. Licensee shall be deemed to have breached and be in default under this License when any of the following occurs:

- (a) Licensee shall fail to make any payment or any reimbursement to SBCTA required herein when due;
- (b) Licensee shall vacate all or a substantial portion of the Premises, whether or not Licensee is in default of the payment or other charges due under this License;
- (c) Licensee shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within three (3) days after written notice thereof to Licensee; or
- (d) Licensee shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

8.2. SBCTA's Remedies.

8.2.1. Termination. Upon the occurrence of Licensee's default and breach, SBCTA shall have the right, at any time, with or without notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom Licensee and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this License, at law or equity by reason of Licensee's default or of such termination.

8.2.2. Corrective Measures. Should Licensee default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety, or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at Licensee's expense (including fees, costs and interest) which Licensee agrees to pay to SBCTA upon demand.

8.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of Licensee (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation, brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing Licensee's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable

condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.

8.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein

8.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this License unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by Licensee to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Licensee's exclusive remedies shall be an action for specific performance.

9. INDEMNIFICATION

9.1. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA, in all of its capacities, and its members, commissioners, officers, directors, employees, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its Personnel (as defined in Section 7, Assumption of Risk and Waiver) or invitees of Licensee in connection with the SBCTA Property or the presence upon or performance of activities by Licensee or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.

9.2. The Licensee acknowledges that any construction allowed on the Premises pursuant to this License is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing Licensee and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence

or willful misconduct of Indemnitees, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License. Upon request of SBCTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

9.3. Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.

9.4. The indemnification and defense obligations of Licensee set forth in this section shall survive the termination and End Date of this License.

10. INSURANCE

10.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. Licensee's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over Licensee's policies.

10.2. Licensee's Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, Licensee shall furnish SBCTA with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this License. Self-insurance is not permitted. However, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage, basis where the Licensee has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, Licensee shall immediately provide all required insurances.

10.3. Increases to Insurance. If any increase in the fire and extended coverage insurance premiums paid by SBCTA is caused by Licensee's use and occupancy of the Premises, or if Licensee vacates the Premises and causes any increase in such premiums, then Licensee shall pay as an additional fee the amount of such increase to SBCTA, and, upon demand by SBCTA, the amount required to correct at Licensee's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

11. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall during the term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition, to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the Premises by Licensee or Licensee's employees, agents, customers, invitees, licensees, consultants, and contractors (collectively, "Licensee's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. Licensee shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specification and safety requirements.

12. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, Licensee shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any Work performed or caused to be performed by Licensee on the Improvements or the Premises shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such Work, and (ii) satisfactory to SBCTA. Prior to commencement of any Work on the Premises, Licensee shall submit Work plans to SBCTA for review and approval. Any such Work must be carried out pursuant to Work plans approved in writing by SBCTA. In addition, Licensee shall provide SBCTA with at least fourteen (14) calendar days' written notice prior to commencement of any Work on the Premises or the Improvements, except in cases of emergency, in which event Licensee shall notify SBCTA's representative personally or by phone prior to commencing any Work. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any Work, Licensee shall restore the SBCTA Property to its condition immediately preceding the commencement of such Work.

13. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in Exhibit "B".

Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this License, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

14. REIMBURSEMENT

Licensee agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this License, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 14 shall include all costs that SBCTA incurs in complying with the Work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

15. LANDSCAPING

If required by SBCTA, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 12 above (Alterations and Construction).

16. MARKERS

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of Licensee at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

17. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. Licensee shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. Licensee shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, Licensee shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of Licensee's use of the Premises. Licensee shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Licensee's sole expense.

18. SBCTA'S RIGHT OF ACCESS

- 18.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to Licensee) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this License, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the License.
- 18.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Licensee shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.
- 18.3. Costs. Licensee shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the License.
- 18.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary "for sale" and "for lease" signs. Licensee shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

19. ENVIRONMENTAL ASSESSMENT

Upon execution of this License, SBCTA may, in its sole discretion and if applicable, require Licensee to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and Licensee's and Licensee's Parties' business activities and prepare a report on Licensee's and/or Licensee's Parties' compliance with the provisions of this section. SBCTA may, if applicable, require Licensee to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this License, the cost of which shall be the sole responsibility of Licensee. Licensee shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt, and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

20. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 20.1. Licensee shall operate and maintain the Premises in compliance with all, and shall not cause or permit the Premises to be in violation of any, Environmental Law which is now or may hereafter become applicable to Licensee or the Premises. As used herein, "Environmental Law" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 20.2. Licensee shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees (as defined in Section 9, Indemnification) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property (i) which occurs due to the use and occupancy of the Improvements or the Premises by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.
- 20.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of

Indemnitees; shall survive termination or End Date of this License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

20.4. In addition, in the event of any release on or contamination of the Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction.

21. UNDERGROUND STORAGE TANKS

21.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.

21.2. At SBCTA's option, upon the termination of this License at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

22. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SBCTA.

23. BROKER'S FEES

Licensee agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Licensee with regard to obtaining this License.

24. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds issued by SBCTA and their Indentures. Accordingly, there is reserved and retained unto

SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. Licensee shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This License is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

25. ABANDONMENT

Should Licensee at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License.

26. GENERAL PROVISIONS

26.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.

26.2. Governing Law. This License shall be governed by the laws of the State of California.

26.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this License as Licensee, then each shall be jointly and severally liable for all obligations of Licensee hereunder.

26.4. No Third Party Beneficiaries. This License is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.

- 26.5. Severability. If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 26.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this License, provided, however, that interest shall not be payable on late charges incurred by Licensee.
- 26.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.
- 26.8. Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.
- 26.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this License, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this License. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by Licensee of any provisions, covenant, agreement or condition of this License, other than the failure of Licensee to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.
- 26.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer of or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SBCTA and Licensee. Each individual executing this License on behalf of SBCTA or Licensee represents and warrants to the other Party that he or she is authorized to do so.
- 26.11. Assignment. This License and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or

privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SBCTA the right to immediately terminate this License and seek all other available remedies for breach.

- 26.12. Entire Agreement; Amendments. This License, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this License. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or Licensee, or anyone acting on behalf of SBCTA or Licensee, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 26.13. Attorneys' Fees. If either SBCTA or Licensee commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this License or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this License, but arising by reason of or related to any act or omission of Licensee or Licensee's Parties, Licensee agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 26.14. Nondiscrimination. Licensee certifies and agrees that all persons employed by Licensee and Licensee's affiliates, subsidiaries, or holding companies, and any contractors retained by Licensee with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.
- 26.15. Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this License, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.
- 26.16. Time of Essence. Time is of the essence for this License.
- 26.17. Certificates. Licensee agrees from time to time within ten (10) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, all financial statements for the previous three (3) fiscal years of Licensee, and an estoppel certificate stating that

this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SBCTA.

- 26.18. Security Measures. Licensee hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. Licensee assumes all responsibility for the protection of Licensee, Licensee's Parties and their property from acts of third parties.
- 26.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this License.
- 26.20. No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.
- 26.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, Licensee shall maintain, at Licensee's expense, competent flagmen to protect and control movement of vehicles and equipment of Licensee or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 26.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.

Exhibit "A"

Premises

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University Station Parking Lot



0 25 50 100 150 200 Feet

A 59,230 square foot use of the Redlands Subdivision for a Rail Commuter Parking Lot; 613 feet by 100 feet, more or less, excepting that portion of the rail right of way maintained as Park Avenue.

18-1001928 - Exhibit A

Exhibit "B"

INSURANCE REQUIREMENTS

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Exhibit "B"

INSURANCE REQUIREMENTS

1. AGREEMENT shall mean the permit, license, lease, or location specific exhibit to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as PERMITTEE. PERMITTEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the PERMITTEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

1.1. Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the WORK by PERMITTEE, any subcontractor of any tier. All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of PERMITTEE and all parties named as Indemnitees by the AGREEMENT. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

1.2. Commercial General Liability. The policy must include the following:

- PERMITTEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the AGREEMENT value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

1.3. Umbrella/Excess CGL. The policy must include the following:

- If the PERMITTEE elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the PERMITTEE's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees in the AGREEMENT.

1.4. Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the WORK.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

1.5. Pollution Liability The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall

not contain lead-based paint or asbestos exclusions.

- 1.6. Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

2. General Provisions

- 2.1. Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.
- 2.2. Additional Insurance Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the PERMITTEE permitted under this AGREEMENT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA,

PERMITTEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 2.4. Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, PERMITTEE shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of the AGREEMENT together with Exhibit B. PERMITTEE will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in Exhibit B. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. PERMITTEE will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due PERMITTEE. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 2.5. PERMITTEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the PERMITTEE or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of PERMITTEE's nor subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 2.6. Waiver of Subrogation Rights. To the fullest extent permitted by law, PERMITTEE hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, PERMITTEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. PERMITTEE shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit PERMITTEE from waiving the right of subrogation prior to a loss or claim.
- 2.7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, PERMITTEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, PERMITTEE will provide SBCTA ten (10) days prior written notice. In any event, PERMITTEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which PERMITTEE receives within one business day after PERMITTEE receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of the AGREEMENT.
- 2.8. Enforcement. SBCTA may take any steps as are necessary to assure PERMITTEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the PERMITTEE fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the PERMITTEE or withhold such expense from amounts owed PERMITTEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve PERMITTEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth

herein shall not be construed to relieve PERMITTEE for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve PERMITTEE, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the WORK, and to complete the WORK in strict compliance with the AGREEMENT.

- 2.9. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.
- 2.10. Contractors and Subcontractors Insurance. Insurance required of the PERMITTEE shall be also provided by subcontractors, or by PERMITTEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. PERMITTEE may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. PERMITTEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 2.11. Higher limits. If PERMITTEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 2.12. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Exhibit "C"

Permitted Hazardous Material

No hazardous material is permitted to be used or stored on Premises.

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Exhibit “D”

Additional Provisions

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Exhibit "D"

ADDITIONAL REQUIREMENTS

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached (“Agreement”).

As used hereinafter, the term “Contractor” shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term “railroad operator” or “operating railroad” shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor’s Agreement and approved by SBCTA as required thereunder (“Permitted Use”). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor’s Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator’s rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor’s sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

SCRRA’s Right of Way Engineers Office - (909) 394 - 3418;

BNSF’s Roadmaster Office - (909) 386 - 4061

Exhibit "D"

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
7. Contractor shall be responsible for the location and protection of any and all surface, sub- surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051

Exhibit "D"

- 8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

SCRRA Signal Emergency Department (888) 446-9721

BNSF Signal Emergency Department (909) 386-4051

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

Exhibit "D"

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRRA/BNSF flagman and SCRRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.
23. The contractor shall submit to SBCTA/SCRRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit

Exhibit "D"

called the "casing pipe". Said casing pipe shall be installed across the entire width of the railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
 - a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.
 - b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
 - c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.
29. Casing boring shall adhere to the following requirements:
 - a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
 - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
 - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRRA for approval prior to commencement of work.

Exhibit "D"

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.
30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.
32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.
33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

Exhibit "D"

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.

Exhibit "D"

- 47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
- 48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA

Initials

DRAFT

Contract Summary Sheet

General Contract Information

Contract No: 21-1002525 Amendment No.: _____
 Contract Class: Payable Department: Transit
 Vendor No.: 03194 Vendor Name: University of Redlands
 Description: Assignment, Novation, and Consent Agreement for construction of University Station Parking Lot
 List Any Related Contract Nos.: _____ 00-1001011

Dollar Amount			
Original Contract	\$	-	Original Contingency \$ -
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	-	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ -

Contract Authorization

Board of Directors Date: 3/3/2021 Board Item # 7430

Contract Management (Internal Purposes Only)

Zero Dollar Contracts MOU/COOP/JPA Sole Source? N/A N/A

Zero Dollar MOU/COOP/JPA

Accounts Payable

Estimated Start Date: 3/3/2021 Expiration Date: 12/31/2039 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL								\$ -	\$ -
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Victor Lopez

Carrie Schindler

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Transfer of obligation from the City of Redlands to the University of Redlands, for the construction of 100 parking spaces within 1/4 mile of University station, pursuant to Cooperative Agreement No. 97-026 (00-1001011).

ASSIGNMENT, NOVATION, AND CONSENT AGREEMENT

This assignment, novation, and consent agreement (“Novation Agreement”) is made as of the date which the last party signs this Novation Agreement (“Effective Date”), by and between the city of Redlands, a municipal corporation and general law city duly organized and existing under the laws of California (“City”), the University of Redlands, an Internal Revenue Code section 501(c)(3) nonprofit corporation organized and existing under the laws of the State of California (“University”), and the San Bernardino County Transportation Authority, the regional transportation planning agency for San Bernardino County (“SBCTA”). City, University, and SBCTA are sometimes individually referred to herein as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, City and the San Bernardino Associated Governments, the predecessor of SBCTA, entered into that certain agreement dated October 1, 1996, titled “Cooperative Agreement,” a true and correct copy of which is attached hereto as Exhibit “A,” and incorporated herein by this reference; and

WHEREAS, in relevant part, the Cooperative Agreement obligates City to provide one hundred parking spaces within one-quarter mile of SBCTA’s proposed passenger rail terminal (the “University Station”), as set forth in Section 5.07 of the Cooperative Agreement (the “Parking Space Requirement”); and

WHEREAS, City and University subsequently entered into that certain agreement dated March 30, 2020, and titled “Purchase and Sale Agreement” (“PSA”), a true and correct copy of which is attached hereto as Exhibit “B,” and incorporated herein by this reference; and

WHEREAS, the PSA provides that City shall sell, and University shall purchase, that certain real property located in the city of Redlands and identified as San Bernardino County Assessor Parcel No. 0170-191-39-0000 (the “Basin Property”) for the purchase price of seven hundred fifty thousand dollars (\$750,000) (“Purchase Price”); and

WHEREAS, Section 2.2 of the PSA provides that in lieu of payment of the Purchase Price by University to City, University may satisfy its obligations under the PSA by entering into a written agreement with City and SBCTA to assume certain obligations of City set forth in Section 5.07 of the Cooperative Agreement; and

WHEREAS, University desires to assume the Parking Space Requirement, in full, on the terms and conditions set forth herein and has also requested City transfer to University the Parking Space Requirement as set forth in Section 5.07 of the Cooperative Agreement; and

WHEREAS, University represents to City and SBCTA that it is able to fully perform City’s Parking Space Requirement, as that obligation exists in section 5.07 of the Cooperative Agreement; and

WHEREAS, SBCTA desires to consent to City's transfer of the Parking Space Requirement to University based on University's representations stated herein, and releases City from its Parking Space Requirement, as described in Section 5.07 of it the Cooperative Agreement, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Novation Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, University, and SBCTA agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The foregoing Recitals are true and correct and hereby incorporated into this Novation Agreement.

Section 2. Assignment and Novation Agreement of Parking Space Requirement.

A. Assignment and Novation Agreement. City hereby assigns, transfers, and conveys to University all of City's duties and obligations with respect to the Parking Space Requirement set forth in the Cooperative Agreement. University consents to the assignment, and a novation, of City's obligation to SBCTA to provide one hundred (100) parking spaces within one-quarter mile of SBCTA's proposed passenger rail terminal as set forth in Section 5.07 of the Cooperative Agreement.

B. Acceptance. University hereby accepts the assignment and novation set forth in this Section 2, and shall perform all of City's duties and obligations set forth the Cooperative Agreement specifically relating to the Parking Space Requirement.

C. Satisfaction of PSA. City affirms and agrees that, in lieu of University's payment of the Purchase Price to City, this Novation Agreement satisfies all of University's remaining obligations to City with regard to the PSA and acquisition of the Basin Property. University confirms the transfer of the Parking Space Requirement to University, and waives any claims and rights against City that it now has or may have in the future, in connection with the Cooperative Agreement. University agrees to be bound by and to perform the Parking Space Requirement in accordance with the conditions contained within the Cooperative Agreement. University also assumes all obligations and liabilities of, and all claims against, City under the Cooperative Agreement as if University was the original party to the Cooperative Agreement. University ratifies all previous actions taken by City with respect to the Parking Space Requirement, with the same force and effect as if the action has been taken by University. Except as expressly provided in this Novation Agreement, nothing in this Novation Agreement shall be construed as a waiver of any rights of SBCTA against University.

D. Right to Enforce/No Third Party Beneficiaries. Subject to the terms of the Cooperative Agreement, this Novation Agreement shall be binding upon, and inure to the benefit of, the Parties, and their respective successors and assigns. Nothing in this Novation Agreement, whether express or implied, shall be construed to give any person or entity (other than the Parties and their respective successors and assigns) any legal or equitable right, remedy or claim under

or in respect of this Novation Agreement or any covenants, conditions, or provisions contained herein.

E. University as City's successor in interest to the Parking Space Requirement. By this Novation Agreement, University shall be liable for all responsibilities, and entitled to all rights and interests of City, with respect to the Parking Space Requirement set forth in the Cooperative Agreement, and SBCTA shall treat University as if University was the original party to the Cooperative Agreement for purposes of such requirement. The Cooperative Agreement shall remain in full force and effect, except as modified by this Novation Agreement. Each Party has executed this Novation Agreement as of its Effective Date.

F. Design and Engineering for Parking Space Requirement. University, in coordination with SBCTA, shall be solely responsible for the preparation and cost, at University's sole expense, of all design and engineering plans associated with its satisfaction of the Parking Space Requirement which shall meet the design requirements published by the Southern California Regional Rail Authority/MetroLink ("SCRRA"), any applicable federal and state laws, and the requirements of SBCTA.

G. Maintenance and Security. In accordance with section 5.07 of the Cooperative Agreement, City shall be solely responsible for providing, or ensuring the provision of, maintenance and security for any parking spaces, up to and including the number of one hundred (100) spaces, provided by University in satisfaction of the Parking Space Requirement. In no event shall University have any financial obligation with regard to maintenance or security of the aforementioned parking spaces. City's maintenance and security responsibility described in this Subsection 2G shall survive any termination of this Agreement. Maintenance and security of the Stormwater Basin is separate from this Novation Agreement, and shall be addressed in a separate maintenance agreement between the Parties.

Section 3. Consent of SBCTA. City and University acknowledge that the written consent of SBCTA to this Novation Agreement is required pursuant to Section 11.01 of the Cooperative Agreement. SBCTA hereby consents to the transfer described in this Novation Agreement, wherein University confirms it is able to fully perform such Parking Space Requirement as set forth within Section 5.07 of the Cooperative Agreement. City, in addition to all other remedies shall have the right to specifically enforce this Novation Agreement.

Section 4. General Provisions.

A. Governing Law. This Novation Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

B. Headings. All section headings and captions contained in this Novation Agreement are for reference only, and shall not be considered in construing this Novation Agreement.

C. Notices. All notices, consents, directions, approvals, instructions, requests, and other communications regarding this Novation Agreement shall be in writing, shall be addressed to the person and address set forth below, and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii)

sent via email with a return receipt. From time to time each of the Parties may designate a new address for purposes of this Section by providing notice to the other signatories to this Novation Agreement as provided in this Subsection 4C.

To University: Facilities Management
University of Redlands
1200 East Colton Avenue
P.O. Box 3080
Redlands, CA 92373
Attn: Director of Facilities Management
Telephone: 909-748-8020
E-mail: facilities@redlands.edu

With a copy to: General Counsel
University of Redlands
1200 East Colton Avenue
P.O. Box 3080
Redlands, CA 92373
Attn: General Counsel
Telephone: 909-748-8076
E-mail: Brent_Geraty@redlands.edu

To City: City Clerk
City of Redlands
35 Cajon Street, Suite 4
Redlands, CA 92373

With a copy to: City Attorney
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

To SBCTA: Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

With a copy to: General Counsel
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

All notices shall be deemed to have been given three (3) business days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy

of such notice is given to said Party as provided above in this Subsection 4C. The inability to deliver a notice because of a changed address of which no notice was given or an inoperative facsimile number for which no notice was given of a substitute number, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided herein for convenience only, and shall not alter the manner of giving notice set forth in this Subsection 4C.

D. Counterparts. This Novation Agreement may be executed by the Parties in as many separate counterparts as may be deemed necessary and convenient, each of which, when so executed, including, without limitation, by PDF scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

E. Governing Law; Jurisdiction. This Novation Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in the county of San Bernardino in any action related to or arising under this Novation Agreement.

F. Modification; Waiver. No supplement, modification, waiver, or termination of this Novation Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Novation Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

G. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Novation Agreement.

H. Construction. As used in this Novation Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Novation Agreement shall be construed as a whole, and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Novation Agreement or any part of it to be construed against the Party causing the Novation Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Novation Agreement and to have it reviewed by counsel.

I. Entire Agreement. This Novation Agreement sets forth the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all other oral or written representations and agreements among the Parties relating to this Novation Agreement.

J. Further Assurances. From and after the date of this Novation Agreement, City and University agree to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary, or proper and usual, to complete the transfer to University of the Parking Space Requirement as contemplated by this Novation Agreement.

K. Severability. Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Novation Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other words, phrases, clauses, sentences, paragraphs and/or provisions of this Novation Agreement shall not be affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of the Parties.

L. Attorneys' Fees. In the event that any Party brings an action or proceeding against any other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Novation Agreement, the prevailing Party in such action or proceeding shall be awarded all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Novation Agreement, and shall survive and not be merged into any such judgment. This Subsection 5L shall survive any termination of this Novation Agreement.

M. Termination. This Novation Agreement may be terminated only upon the written agreement of all Parties.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties acknowledge that they have read this Novation Agreement, understand it, and agree to be bound by its terms. Each Party represents it has the full power and authority to enter into and perform this Novation Agreement, and the persons signing this Novation Agreement on behalf of each of them have been properly empowered and authorized to enter into this Novation Agreement. The Parties have each duly executed this Novation Agreement as of the Effective Date first referenced above.

CITY:

CITY OF REDLANDS, a municipal corporation

ATTEST:

By: _____
Paul Barich, Mayor

Jeanne Donaldson, City Clerk

UNIVERSITY:

UNIVERSITY OF REDLANDS, a California non-profit corporation

By: _____
Ralph W. Kuncel, PhD, MD,
President

By: _____
Michelle L. Rogers, EdD,
Vice President, Administration

SBCTA:

SAN BERNARDINO COUNTY
TRANSPORATION AUTHORITY

Approved as to Form:

By: _____
Frank J. Navarro,
Board President

Julianna K. Tillquist, General Counsel

COOPERATIVE AGREEMENT

This agreement (hereinafter "Agreement") is made and entered into this 1st day of October, 1996 (the "Effective Date") by and between the San Bernardino Associated Governments ("SANBAG") and the City of Redlands, a municipal corporation ("City"), together which are sometimes referred to herein as the "Parties." SANBAG and City hereby agree on the following terms and conditions.

02-05-97P03:51 RCVD

I.

DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms, phrases, words and their derivations shall have the meanings set forth herein. Words used in the present tense shall include the future tense, words used in the singular shall include the plural, and plural words shall include the singular tense. Words not specifically defined in this Agreement shall be given their common and ordinary meanings.

- a. "Non-operating Property" shall mean the real property consisting of parking lots and other parking facilities as may be necessary for the operation of the Passenger Rail Station.
- b. "Operating Hours" shall mean that time period commencing one (1) hour prior to the arrival of the first morning train at the Passenger Rail Terminal, and ending one (1) hour after the departure of the last evening train from the Passenger Rail Terminal.
- c. "Operating Property" shall mean that real property comprising the Station Site and the railroad trackage right-of-way acquired by SANBAG.
- d. "Passenger Rail Station" shall mean the Passenger Rail Terminal and all Operating

and Non-operating properties associated therewith.

e. "Passenger Rail Terminal" shall mean the platform and other improvements constructed on the Station Site for the Passenger Rail Station.

f. "Station Site" shall mean the real property upon which the Passenger Rail Terminal shall be built.

g. "Road" shall mean City's Eureka Street Widening Project as described in Exhibit "A."

II.

PURPOSE OF COOPERATIVE AGREEMENT

2.01 Design and Construction of Passenger Rail Station. The purpose of this Agreement is to facilitate the design and construction, maintenance and security for a Passenger Rail Station and construction of the Road.

III.

OWNERSHIP OF STATION SITE

3.01 Vesting of Title. Title to the Passenger Rail Terminal and Station Site shall be and remain vested in SANBAG. City and/or third parties under contract with City shall hold title to all Non-operating Property. City shall hold title to the Road.

VI.

TERM OF AGREEMENT

4.01 Term. The term of this Agreement shall commence on the Effective Date of this

Agreement, and shall continue until terminated as provided for in Article XI of this Agreement.

V.

RESPONSIBILITIES OF CITY

5.01 Planning, Zoning and Permits. City shall use its best efforts to obtain all planning, zoning and permits to secure appropriate land-use designations and approvals for the Passenger Rail Terminal and Station Site.

5.02 Reservation of Passenger Rail Parking. City shall perform appropriate planning, zoning and permit activities to ensure that parking for the Passenger Rail Station is reserved exclusively for rail commuters during Operating Hours.

5.03 Parking Fees. City may, subject to the approval of SANBAG which shall not be unreasonably withheld, charge parking fees to:

- a. Defray the costs of permits and approvals;
- b. Maintain the Passenger Rail Station and Non-operating Property; and
- c. Provide security for Passenger Rail Station patrons during Operating Hours.

All such fees collected by City shall remain the sole property of City, subject only to the limitations set forth above.

5.04 Maintenance of Station Site. City shall provide for all maintenance of the Passenger Rail Terminal and Station Site. SANBAG shall pay all of City's costs for such maintenance and shall provide utility services (ie. gas, water and electricity) for the Passenger Rail Terminal and Station Site for the initial two (2) year period following the commencement of passenger rail service from the Station Site. Upon the termination of the two-year period following commencement of

service, City shall assume full responsibility for the cost of maintaining the Passenger Rail Terminal and Station Site and shall provide utility services (ie. gas, water and electricity) to the Passenger Rail Terminal and Station Site. City's maintenance obligations under this Agreement shall not, however, extend to track maintenance. "Level of effort" and other standards to determine minimum maintenance requirements shall be developed jointly between the Parties. In the event City is unable to meet such mutually agreed "level of effort" standards, either party may terminate this Agreement in accordance with Article XI.

5.05 Security. City shall provide and SANBAG shall pay all costs for security of the Passenger Rail Terminal and Station Site for the initial two (2) year period following the commencement of passenger rail service from the Station Site. Following the termination of the initial two-year period following commencement of service, City shall assume full responsibility for the funding of security at the Passenger Rail Terminal and Station Site. "Level of effort" and other standards to determine minimum security requirements shall be developed jointly between the Parties. In the event City is unable to meet such mutually agreed "level of effort" standards, either party may terminate this Agreement in accordance with Article XI.

5.06 Road Widening. City shall be responsible for the acquisition of all real property, and shall perform engineering and design work, and conduct all necessary environmental reviews and remediation (if necessary), to widen the Road in accordance with City's approved plans and specifications for its "Eureka Street Widening" project; provided, however, that in the event eminent domain proceedings are necessary to acquire all or a portion of the property necessary for the project, City's failure to adopt any resolution of necessity will not result in a breach of this Agreement.

5.07 Provision of Parking Spaces. City shall make available for use, by persons using the

Passenger Rail Station, three hundred (300) parking spaces; two hundred (200) of which shall be located within one-quarter mile of the Passenger Rail Terminal and one hundred (100) of which shall be located within one-quarter mile of a future passenger rail terminal to serve the University of Redlands area. City shall be responsible for providing, or for ensuring the provision of, maintenance and security for the parking spaces.

5.08 Construction of Passenger Rail Station. City shall cause the construction of the Passenger Rail Station and any associated parking lot and City shall perform the construction and engineering oversight during the construction of the Passenger Rail Station and any parking lot pursuant to the plans and specifications approved pursuant to Section 6.02, below. City shall contribute the sum of five hundred thousand dollars (\$500,000) toward funding of the construction of the Passenger Rail Terminal upon commencement of such construction.

VI.

RESPONSIBILITIES OF SANBAG

6.01 Payment of Maintenance and Security Costs. SANBAG shall pay for all security costs and maintenance costs incurred by City pursuant to paragraphs 5.04 and 5.05, above, for the Passenger Rail Terminal and Station Site for two (2) years following commencement of passenger rail service from the Station Site. After the expiration of the two year period, City shall pay for all security and maintenance costs for the Passenger Rail Terminal and Station Site. "Level of effort" and other standards to determine minimum security and maintenance shall be developed jointly by the Parties.

6.02 Design and Engineering for Station Site. SANBAG shall fund the design and engineering of the Passenger Rail Terminal and Station Site and the Parties shall cause complete plans and specifications complying with all applicable federal and state laws to be prepared for the same. However, no such plans or specifications shall be executed or accepted until approved by the Parties.

6.03 Funding. SANBAG shall be responsible for funding of the construction of the Passenger Rail Terminal with the financial contribution from City made pursuant to Section 5.08, above.

6.04 Contribution of Funds. SANBAG shall pay to City the sum of one million dollars (\$1,000,000) to be used by City to defray the costs incurred by City in carrying out its "Eureka Street Widening" project. Payment of such funds shall be made to City as follows: (1) five hundred thousand dollars (\$500,000) on January 2, 1997, and (2) five hundred thousand dollars (\$500,000) on March 3, 1997. Payment to City is contingent on City's commencement of construction for its "Eureka Street Widening" project.

6.05 Assignment to the SCRRA. The Parties acknowledge and agree that at some future date, SANBAG may assign its rights, interests and obligations under this Agreement to the SCRRA.

VII.

FISCAL YEAR

7.01 Fiscal Year. The fiscal year of this Agreement shall commence on the first day of July each year.

VIII.

ACCOUNTING

8.01 Accounting. City shall submit monthly billing statements and invoices to SANBAG with regard to the activities undertaken or conducted by City pursuant to this Agreement, and City shall be paid by SANBAG within thirty (30) days from the date of invoice. City shall make its accounting books and records available to SANBAG during City's business hours, during the term of this Agreement, upon reasonable prior written notice from SANBAG.

IX.

NOTICES

9.01 Notices to Parties. Any and all notices or communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party by the other shall be in writing and shall be deemed properly delivered, served or given to the party directed to, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed:

SANBAG

San Bernardino Associated Governments

475 North Arrowhead Avenue

San Bernardino, CA 92401

CITY

City of Redlands

35 Cajon Street

Redlands, CA 92373

Either party may change its mailing address for the purposes of this Agreement by giving written notice of the same in accordance with the provisions of this paragraph.

X.

MISCELLANEOUS

10.01 Consent and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with this Agreement.

10.02 Entire Agreement. This instrument contains the entire agreement of the Parties as to the matters described herein and correctly sets forth the rights, duties and obligations of each party to the other as of the date of this Agreement. Any and all prior agreements, policies, negotiations and/or representations of the Parties as to the matters described herein are expressly set forth and incorporated in this Agreement.

10.03 Amendments. This Agreement shall be amended only by written instrument, executed by the Parties.

10.04 Severability. In the event any one or more provisions contained in this Agreement shall for any reason be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10.05 Headings and Subtitles. Heading and subtitles of this Agreement have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.

10.06 Attorneys' fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees. "Prevailing party" shall be the party who obtains substantially all the relief sought by it, regardless of whether final court judgment is entered.

10.07 Indemnity. The Parties shall each defend, indemnify and hold harmless the other

party, and its elected officials, officers, employees, volunteers and authorized agents from and against any and all claims, losses, damages and causes of action (including personal injury and death) arising from or resulting in connection with the party's negligent or wrongful acts, errors or omissions in carrying out the party's duties or obligations under this Agreement and from any and all expenses incurred by the other party on account of any claim therefor.

10.08 Jurisdiction and Venue. In the event of any litigation arising out of the terms or conditions of this Agreement, the venue of any such litigation shall be the Superior Court of the State of California.

XI.

TERMINATION OF AGREEMENT

11.01 Acts Constituting Termination. This Agreement shall commence on the date of its execution and shall continue until:

- a. Voluntary or involuntary transfer or assignment by either party without the consent of the other party of any of the rights, duties or obligations set forth in this Agreement;
- b. Mutual agreement of the Parties to terminate this Agreement;
- c. Any default or breach of this Agreement by either party which has not been cured within thirty (30) days after notice of such default or breach by the other party or such later time as mutually agreed upon by the Parties as reasonable if the default or breach cannot be cured within such thirty (30) days period; or
- d. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination.

XII.

LICENSE

12.01 License. SANBAG hereby grants to City a license to enter upon the Station Site and perform, through its employees and/or its agents and contractors, City's construction of the Passenger Rail Terminal, and City's maintenance and security obligations for the Passenger Rail Terminal.

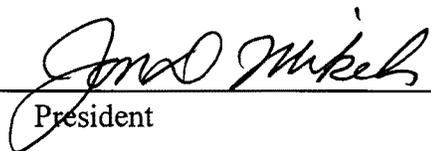
XIII.

ACCEPTANCE

13.01 Acceptance of Agreement. The undersigned, having read the foregoing, accept and agree to the terms and conditions set forth therein.

DATED: 2-5-97

SANBAG

By: 
President

DATED: January 28, 1997

CITY OF REDLANDS

By: 
Mayor

ATTEST:

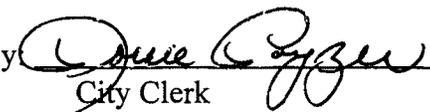
By: 
City Clerk

EXHIBIT B

PURCHASE AND SALE AGREEMENT

DATED

MARCH 3, 2020

BY AND BETWEEN

CITY OF REDLANDS,
a municipal corporation

AS SELLER

AND

THE UNIVERSITY OF REDLANDS

AS BUYER

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PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement (this "Agreement") is made and entered this 3rd day of March, 2020 ("Effective Date"), by and between City of Redlands, a municipal corporation ("City"), and the University of Redlands, an IRC section 501(c)(3) nonprofit corporation ("University"). City and University are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City is the owner of an undivided fee simple interest in certain real property located in the City of Redlands, County of San Bernardino ("County"), State of California, known as County Assessor Parcel No. 0170-191-39-0000, and as more particularly described on Exhibit "A," which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City desires to sell, transfer, and convey the Property to University, and University desires to purchase and acquire the Property from City, upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University and City hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE.

Subject to and upon all of the terms and conditions of this Agreement, City agrees to sell, transfer, and convey to University, and University agrees to purchase and acquire from City, the Property in its "AS-IS" condition, as such term is further defined in Section 8 hereof, as of the Effective Date of this Agreement.

2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price for the Property ("Purchase Price") shall be seven hundred fifty thousand dollars (\$750,000). Payment of the Purchase Price shall be made by University to City on or before July 5, 2020.

2.2 Assignment/Novation of Obligations.

2.2.1 In Lieu Agreement. In lieu of payment of the Purchase Price to City, University may satisfy its obligations under this Section 2 by entering into a written agreement with the San Bernardino County Transportation Authority ("SBCTA") and City, whereby SBCTA agrees to an assignment to University, and a novation, of City's obligation to SBCTA to provide one hundred (100) parking spaces within one-quarter mile of University's proposed passenger rail terminal ("City's Parking Obligation") as set forth in that certain agreement between City and

SBCTA dated October 1, 1996 (the "City/SBCTA Agreement"), a true and correct copy of which is attached hereto as Exhibit "B," and incorporated herein by this reference.

2.2.2 Limited Novation. For purposes of clarity, the aforementioned novation relates only to University's provision, at University's expense, of one hundred (100) parking spaces within one-quarter mile of University's proposed railway terminal as required by City's Parking Obligation. Nothing in this Agreement shall require or result in a novation of the remainder of City's obligations under Section 5.07 of the City/SBCTA agreement.

3. ACTIONS PENDING CLOSING.

3.1 Title to Property.

3.1.1 Deliveries by City. Concurrent with City's execution of this Agreement, City shall, as a courtesy, deliver to University a preliminary title report ("PTR") for the Property issued by Orange Coast Title Company of Southern California, substantially in the form attached hereto as Exhibit "C." University acknowledges that City makes no representations to University regarding the accuracy of the PTR and the matters referenced therein.

3.1.2 Title Insurance. Prior to the Closing, City shall cause Orange Coast Title Company of Southern California to be deliver to University a CLTA standard coverage Owner's Policy of Title Insurance for the Property (the "Title Report") and (b) legible copies of all documents referenced therein (collectively with the Title Report, the "Title Documents").

3.1.3 Condition of Title at Closing. Upon the Closing, City shall sell, transfer, and convey to University fee simple title to the Property by a duly executed and acknowledged grant deed in the form of Exhibit "D," which is attached hereto and incorporated herein by reference (the "Grant Deed").

4. CONDITIONS TO CLOSING.

4.1 University's Closing Conditions. The obligation of University to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by City at the Closing) (the "University's Closing Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by University only in a writing executed by University:

4.1.1 City's Due Performance. All of the representations and warranties of City set forth in Section 6 shall be true, correct, and complete in all material respects as of the Closing Date, and City, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of City to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

4.1.2 Physical Condition of Property. The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date of this Agreement, except for reasonable wear and tear and any damages due to any act of University or University's representatives.

4.1.3 Possession/Removal of Personal Property. Upon the Closing Date, City shall deliver exclusive possession of the Property to University. Prior to the Closing Date, City shall have the right to remove City's equipment, trade fixtures or other personal property. Any such salvage and removal shall be performed pursuant to all required permits, in accordance with all laws, rules and regulations. Any improvements or personal property of City remaining on the Property after the Closing shall be conclusively deemed abandoned by City (the "Abandoned Personal Property"). City waives and relinquishes all rights, title, interest and claims in any such Abandoned Personal Property and effective upon abandonment transfers, conveys and assigns all of its right, title and interest in such Abandoned Personal Property to University for disposition as determined by University in University's sole and absolute discretion.

4.2 City's Closing Conditions. All of the representations and warranties of University set forth in Section 7 shall be true, correct, and complete in all material respects as of the Closing Date, and University, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of University to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

5. CLOSING.

5.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on or before March 4, 2020 ("Closing Date"). As used herein, the "Closing" shall mean the delivery of the Grant Deed by City to University.

5.2 Deliveries by City. On or before the Closing Date, City, at its sole cost and expense, shall deliver or cause to be delivered to University the following documents, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

5.2.1 Grant Deed. The Grant Deed conveying the Property to University.

5.2.2 Preliminary Title Report. The PTR, substantially in the form attached hereto as Exhibit "B."

5.2.3 Non-Foreign Affidavit. A Non-Foreign Affidavit, substantially in the form attached hereto as Exhibit "E."

5.2.4 Title. The Title Report and Title Documents.

5.2.5 Easement Access. City shall deliver to University a quitclaim deed, substantially in the form attached hereto as Exhibit "F," conveying all right title and interest of City in and to that certain easement document between City and Gerald S. Rubin, dated August 5, 1963, a true and correct copy of which is attached hereto as Exhibit "G."

5.2.6 Other Documents. Such other items, documents, and instruments as may be reasonably required by University to effectuate the provisions of this Agreement and the Closing, and/or otherwise to fulfill the covenants and obligations to be performed by City at the Closing pursuant to this Agreement.

5.3 Deliveries by University. On or before the Closing Date, University, at its sole cost and expense, shall deliver or cause to be delivered to City such items, documents, and instruments as may be reasonably required by City to effectuate the Closing.

5.3.1 Recording. University shall cause the Grant Deed to be recorded in the Official Records and obtain conformed copies thereof for distribution to University and City.

5.4 Pro-rations/Apportionment.

5.4.1 Method of Pro-ration. Taxes and assessments affecting the Property shall be pro-rated between University and City as of the Closing Date based on a 365-day year. All non-delinquent real estate taxes and assessments on the Property shall be pro-rated based on the actual current tax bill, but if such tax bill has not yet been received by City by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled thereto so that City shall have borne all real property taxes, including all supplemental taxes, allocable to the period prior to the Closing and University shall bear all real property taxes, including all supplemental taxes, allocable to the period from and after the Closing. If any real property taxes or assessments or any expenses attributable to the Property and allocable to the period prior to the Closing are discovered or billed after the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled thereto within five (5) business days following the discovery thereof or the receipt by any Party of the bill therefor, as the case may be, so that City shall have borne all real property taxes, assessments and expenses allocable to the period prior to the Closing and University shall bear all real property taxes, assessments and expenses allocable to the period from and after the Closing.

5.4.2 Survival. The obligations under this Section 5.4 shall survive the Closing Date and the delivery and recordation of the Grant Deed for the Property.

5.5 Closing Costs. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements).

5.5.1 City shall pay the cost of any documentary transfer taxes in connection with the recording of the Grant Deed.

5.5.2 University shall pay all recording costs for recording the Grant Deed; and

5.5.3 All other closing fees and costs shall be charged to and paid by City and University in accordance with customary practices in the County.

5.6 Deliveries Outside. Upon the Closing, City shall deliver sole and exclusive possession of the Property to University. Effective immediately upon the Closing, any personal property remaining on the Land shall be deemed abandoned and may be removed and disposed of by University at its sole cost and expense. This Section 5.6 shall survive the Closing.

6. CITY'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

City represents, and warrants to and agrees with University, as of the Effective Date of this Agreement as follows:

6.1 Due Organization. City is a municipal corporation duly formed under the laws of the State of California.

6.2 Hazardous Materials. City represents and warrants that it has no actual knowledge (without having any duty for any investigation, whatsoever) of hazardous materials existing on the Property, or any other environmental dangers, risks, or limitations associated with University's proposed use of the Property.

6.3 City's Authority; Validity of Agreements. City has full right, power, and authority to sell the Property to University as provided in this Agreement and to carry out its obligations hereunder. The individuals executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right, and actual authority to bind City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which City or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting City or the Property.

6.4 Indemnity/Insurance. In the event University exercises its option to enter into an agreement with SBCTA for a novation of City's Parking Obligation and constructs parking spaces in accordance therewith, subsequent to University's completion of the parking spaces, but prior to any occupancy of the same, City shall undertake to insure and protect, through its excess liability coverage, and indemnify University from and against, any and all claims for personal injury or property damages made against University and/or City by persons using such parking spaces.

6.5 Public Access. In the event University exercises its option to enter into an agreement with SBCTA for a novation of City's Parking Obligation and constructs parking spaces in accordance therewith on SBCTA's property identified as County Assessor parcel No. 0170-201-31-0000, City agrees to process and approve, in accordance with applicable law, any and all applications filed by University with City for access to such property from public streets.

6.6 Survival. Except for the indemnity and insurance representations made in Sub-section 6.4 hereof, and the public access representations made in Sub-section 6.5, above, all of the representations, warranties, and agreements of City set forth in this Agreement shall be true upon the Effective Date of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, City shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of City's representations or

warranties to become untrue. If any representation or warranty of City was true as of the Effective Date of this Agreement, but is not true as of the Closing Date, then City shall disclose this changed fact to University in writing. So long as City makes the foregoing disclosure and the change of circumstances regarding the representation or warranty did not arise due to the fault of City, then City shall not be in breach of this Agreement due to the fact that the representation or warranty has become untrue as of the Closing Date; provided, however, the fact that any representation or warranty under this Section 6 is untrue as of the Closing Date shall still be a failure of a condition pursuant to Section 4.1.1. Notwithstanding the foregoing, if University has actual knowledge of the incorrectness of any representation or warranty set forth in this Section 6 as of the Close of Escrow and University has not elected to terminate this Agreement as provided herein, then University will be deemed to have waived any claim against City for the incorrectness of such representation or warranty. For purposes of clarity, the indemnity and insurance representations made in Sub-section 6.4 hereof, and the public access representations made in Sub-section 6.5, above, shall survive in perpetuity unless and until City and University modify those obligations by written agreement.

7. UNIVERSITY'S REPRESENTATIONS AND WARRANTIES.

University represents and warrants to City, as of the Effective Date of this Agreement as follows:

7.1 University's Authority; Validity of Agreements. University has full right, power, and authority to purchase and acquire the Property from City as provided in this Agreement and to carry out its obligations hereunder. The individuals executing this Agreement and the instruments referenced herein on behalf of University have the legal power, right, and actual authority to bind University to the terms hereof and thereof. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by University in connection with this Agreement shall be, duly authorized, executed, and delivered by University and the valid, binding, and enforceable obligations of University (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which University is a Party or to which University is subject.

8. "AS-IS" CONDITION OF PROPERTY.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) UNIVERSITY IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY CITY TO CITY (THE "EXPRESS REPRESENTATIONS"), NEITHER CITY NOR ANY OF ITS AGENTS, REPRESENTATIVES, OFFICERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (C) THE PROPERTY IS BEING SOLD TO UNIVERSITY IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS HEREOF AND, ACCORDINGLY, SUBJECT TO THE EXPRESS REPRESENTATIONS, UNIVERSITY WILL RELY SOLELY ON ITS OWN

DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY. IN CONNECTION WITH THE FOREGOING, UNIVERSITY EXPRESSLY AGREES TO WAIVE ANY AND ALL RIGHTS WHICH UNIVERSITY MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE 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."

9. REMEDIES.

9.1 Default by City. If City shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of City's obligations under this Agreement at or prior to Closing, and if such failure continues without cure by City for five (5) business days after University provides City and Escrow Agent with written notice thereof (a "City Default"), and provided University is not then in default, then University may, as University's sole remedies for such failure, but without limiting University's right to recover attorneys' fees pursuant to Section 10.13 below: (a) waive the effect of such matter and proceed to consummate this transaction; (b) cancel this Agreement and receive a full refund of the Deposit and recover from City the reasonable out-of-pocket expenses incurred by University related to the Property and this transaction, which amounts shall be payable by City to University within five (5) business days following receipt by City of written request therefor from University together with copies of invoices evidencing such expenses; or (c) proceed with any remedies available to University at law or in equity, which may, without limitation, include the bringing of an action against City for specific performance and/or recovery of the Deposit and any other damages suffered or incurred by University as a result of any breach or failure by City to perform any of City's obligations under this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

10.2 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10.3 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered

or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To University: University of Redlands
SVP Finance & Administration
1200 E. Colton Ave
Redlands, California 92373
Attention: Cory Nomura
Telephone: (909) 748-8180
Fax: (909) 335-5144
Email: cory_nomura@redlands.edu

With A Copy to: General Counsel
University of Redlands
Attention: Brent Geraty
Telephone: (909) 748-8180
Fax: (909) 335-5144
Email: brent_geraty@redlands.edu

To City: City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk
Telephone: (909) 798-7531
Fax: (909) 798-7535
Email: jdonaldson@cityofredlands.org

With A Copy to: City Attorney
City of Redlands
Attention: Daniel J. McHugh
Telephone: (909) 798-7595
Fax: (909) 798-7503
Email: dmchugh@cityofredlands.org

or to such other address or such other person as the addressee Party shall have last designated by Notice to the other Party. All Notices shall be deemed to have been given three (3) business days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any Party hereto may be given by legal counsel for such Party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this Section 10.13.

10.4 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 5.5 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any Party hereto in connection with this Agreement shall be borne by such Party.

10.5 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

10.6 Successors and Assigns. Neither City nor University shall assign its rights under this Agreement without the consent of the other Party.

10.7 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, including, without limitation, by PDF scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

10.8 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in the county of San Bernardino in any action related to or arising under this Agreement.

10.9 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

10.10 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

10.11 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by City and University, during the term of this Agreement City and University agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby. In furtherance of the foregoing, so long as University is not in default under the terms of this Agreement.

10.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the Party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced

by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

10.13 Attorneys' Fees. In the event that either Party brings an action or proceeding against the other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing Party in such action or proceeding shall be awarded all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section 10.13 shall survive Closing and any earlier termination of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of this Agreement.

CITY:

CITY OF REDLANDS, a municipal corporation

ATTEST: "



Jeanne Donaldson, City Clerk

By: 

Paul W. Foster, Mayor

UNIVERSITY:

THE UNIVERSITY OF REDLANDS

By: 

Ralph W. Kuncel, PhD, MD,
President

By: 

Cory Nomura, Senior Vice President,
Finance & Administration

LIST OF EXHIBITS

EXHIBIT "A" LEGAL DESCRIPTION

EXHIBIT "B" SBCTA AGREEMENT

EXHIBIT "C" PRELIMINARY TILE REPORT

EXHIBIT "D" GRANT DEED

EXHIBIT "E" NON-FOREIGN AFFIDAVIT

EXHIBIT "F" QUITCLAIM DEED

EXHIBIT "G" EASEMENT DOCUMENTS

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LUGONIA PARK LOT 10 AND PTN LOTS 5 6 7 8 9 19 AND 20 BLK H DESC AS BEG AT INTERSECTION N LI SD LOT 5 WITH E LI W 20 FT SD LOT 5 TH S 0 DEG 18 MIN 29 SECONDS E 26.20 FT TH S 60 DEG 28 MIN 02 SECONDS E 668.77 FT TO A PT IN E LI LOT 19 WHICH IS N 0 DEG 16 MIN 25 SECONDS W 150.07 FT FROM SE COR SD LOT 19 TH N 0 DEG 16 MIN 25 SECONDS W 349.58 FT TO NE COR LOT 10 TH ALG N LINES LOTS 5 TO 10 N 89 DEG 22 MIN 52 SECONDS W 580.39 FT TO POB EX MNL RTS WOSE RESERVED BY STATE OF CALIF

APN: 0170-191-39-0000

EXHIBIT "B"

SBCTA AGREEMENT

COOPERATIVE AGREEMENT

This agreement (hereinafter "Agreement") is made and entered into this 1st day of October, 1996 (the "Effective Date") by and between the San Bernardino Associated Governments ("SANBAG") and the City of Redlands, a municipal corporation ("City"), together which are sometimes referred to herein as the "Parties." SANBAG and City hereby agree on the following terms and conditions.

I.

DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms, phrases, words and their derivations shall have the meanings set forth herein. Words used in the present tense shall include the future tense, words used in the singular shall include the plural, and plural words shall include the singular tense. Words not specifically defined in this Agreement shall be given their common and ordinary meanings.

a. "Non-operating Property" shall mean the real property consisting of parking lots and other parking facilities as may be necessary for the operation of the Passenger Rail Station.

b. "Operating Hours" shall mean that time period commencing one (1) hour prior to the arrival of the first morning train at the Passenger Rail Terminal, and ending one (1) hour after the departure of the last evening train from the Passenger Rail Terminal.

c. "Operating Property" shall mean that real property comprising the Station Site and the railroad trackage right-of-way acquired by SANBAG.

d. "Passenger Rail Station" shall mean the Passenger Rail Terminal and all Operating

and Non-operating properties associated therewith.

e. "Passenger Rail Terminal" shall mean the platform and other improvements constructed on the Station Site for the Passenger Rail Station.

f. "Station Site" shall mean the real property upon which the Passenger Rail Terminal shall be built.

g. "Road" shall mean City's Eureka Street Widening Project as described in Exhibit "A."

II.

PURPOSE OF COOPERATIVE AGREEMENT

2.01 Design and Construction of Passenger Rail Station. The purpose of this Agreement is to facilitate the design and construction, maintenance and security for a Passenger Rail Station and construction of the Road.

III.

OWNERSHIP OF STATION SITE

3.01 Vesting of Title. Title to the Passenger Rail Terminal and Station Site shall be and remain vested in SANBAG. City and/or third parties under contract with City shall hold title to all Non-operating Property. City shall hold title to the Road.

VI.

TERM OF AGREEMENT

4.01 Term. The term of this Agreement shall commence on the Effective Date of this

Agreement, and shall continue until terminated as provided for in Article XI of this Agreement.

V.

RESPONSIBILITIES OF CITY

5.01 Planning, Zoning and Permits. City shall use its best efforts to obtain all planning, zoning and permits to secure appropriate land-use designations and approvals for the Passenger Rail Terminal and Station Site.

5.02 Reservation of Passenger Rail Parking. City shall perform appropriate planning, zoning and permit activities to ensure that parking for the Passenger Rail Station is reserved exclusively for rail commuters during Operating Hours.

5.03 Parking Fees. City may, subject to the approval of SANBAG which shall not be unreasonably withheld, charge parking fees to:

- a. Defray the costs of permits and approvals;
- b. Maintain the Passenger Rail Station and Non-operating Property; and
- c. Provide security for Passenger Rail Station patrons during Operating Hours.

All such fees collected by City shall remain the sole property of City, subject only to the limitations set forth above.

5.04 Maintenance of Station Site. City shall provide for all maintenance of the Passenger Rail Terminal and Station Site. SANBAG shall pay all of City's costs for such maintenance and shall provide utility services (ie. gas, water and electricity) for the Passenger Rail Terminal and Station Site for the initial two (2) year period following the commencement of passenger rail service from the Station Site. Upon the termination of the two-year period following commencement of

service, City shall assume full responsibility for the cost of maintaining the Passenger Rail Terminal and Station Site and shall provide utility services (ie. gas, water and electricity) to the Passenger Rail Terminal and Station Site. City's maintenance obligations under this Agreement shall not, however, extend to track maintenance. "Level of effort" and other standards to determine minimum maintenance requirements shall be developed jointly between the Parties. In the event City is unable to meet such mutually agreed "level of effort" standards, either party may terminate this Agreement in accordance with Article XI.

5.05 Security. City shall provide and SANBAG shall pay all costs for security of the Passenger Rail Terminal and Station Site for the initial two (2) year period following the commencement of passenger rail service from the Station Site. Following the termination of the initial two-year period following commencement of service, City shall assume full responsibility for the funding of security at the Passenger Rail Terminal and Station Site. "Level of effort" and other standards to determine minimum security requirements shall be developed jointly between the Parties. In the event City is unable to meet such mutually agreed "level of effort" standards, either party may terminate this Agreement in accordance with Article XI.

5.06 Road Widening. City shall be responsible for the acquisition of all real property, and shall perform engineering and design work, and conduct all necessary environmental reviews and remediation (if necessary), to widen the Road in accordance with City's approved plans and specifications for its "Eureka Street Widening" project; provided, however, that in the event eminent domain proceedings are necessary to acquire all or a portion of the property necessary for the project, City's failure to adopt any resolution of necessity will not result in a breach of this Agreement.

5.07 Provision of Parking Spaces. City shall make available for use, by persons using the

Passenger Rail Station, three hundred (300) parking spaces; two hundred (200) of which shall be located within one-quarter mile of the Passenger Rail Terminal and one hundred (100) of which shall be located within one-quarter mile of a future passenger rail terminal to serve the University of Redlands area. City shall be responsible for providing, or for ensuring the provision of, maintenance and security for the parking spaces.

5.08 Construction of Passenger Rail Station. City shall cause the construction of the Passenger Rail Station and any associated parking lot and City shall perform the construction and engineering oversight during the construction of the Passenger Rail Station and any parking lot pursuant to the plans and specifications approved pursuant to Section 6.02, below. City shall contribute the sum of five hundred thousand dollars (\$500,000) toward funding of the construction of the Passenger Rail Terminal upon commencement of such construction.

VI.

RESPONSIBILITIES OF SANBAG

6.01 Payment of Maintenance and Security Costs. SANBAG shall pay for all security costs and maintenance costs incurred by City pursuant to paragraphs 5.04 and 5.05, above, for the Passenger Rail Terminal and Station Site for two (2) years following commencement of passenger rail service from the Station Site. After the expiration of the two year period, City shall pay for all security and maintenance costs for the Passenger Rail Terminal and Station Site. "Level of effort" and other standards to determine minimum security and maintenance shall be developed jointly by the Parties.

6.02 Design and Engineering for Station Site. SANBAG shall fund the design and engineering of the Passenger Rail Terminal and Station Site and the Parties shall cause complete plans and specifications complying with all applicable federal and state laws to be prepared for the same. However, no such plans or specifications shall be executed or accepted until approved by the Parties.

6.03 Funding. SANBAG shall be responsible for funding of the construction of the Passenger Rail Terminal with the financial contribution from City made pursuant to Section 5.08, above.

6.04 Contribution of Funds. SANBAG shall pay to City the sum of one million dollars (\$1,000,000) to be used by City to defray the costs incurred by City in carrying out its "Eureka Street Widening" project. Payment of such funds shall be made to City as follows: (1) five hundred thousand dollars (\$500,000) on January 2, 1997, and (2) five hundred thousand dollars (\$500,000) on March 3, 1997. Payment to City is contingent on City's commencement of construction for its "Eureka Street Widening" project.

6.05 Assignment to the SCRRA. The Parties acknowledge and agree that at some future date, SANBAG may assign its rights, interests and obligations under this Agreement to the SCRRA.

VII.

FISCAL YEAR

7.01 Fiscal Year. The fiscal year of this Agreement shall commence on the first day of July each year.

VIII.

ACCOUNTING

8.01 Accounting. City shall submit monthly billing statements and invoices to SANBAG with regard to the activities undertaken or conducted by City pursuant to this Agreement, and City shall be paid by SANBAG within thirty (30) days from the date of invoice. City shall make its accounting books and records available to SANBAG during City's business hours, during the term of this Agreement, upon reasonable prior written notice from SANBAG.

IX.

NOTICES

9.01 Notices to Parties. Any and all notices or communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party by the other shall be in writing and shall be deemed properly delivered, served or given to the party directed to, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed:

SANBAG

San Bernardino Associated Governments

475 North Arrowhead Avenue

San Bernardino, CA 92401

CITY

City of Redlands

35 Cajon Street

Redlands, CA 92373

Either party may change its mailing address for the purposes of this Agreement by giving written notice of the same in accordance with the provisions of this paragraph.

X.

MISCELLANEOUS

10.01 Consent and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with this Agreement.

10.02 Entire Agreement. This instrument contains the entire agreement of the Parties as to the matters described herein and correctly sets forth the rights, duties and obligations of each party to the other as of the date of this Agreement. Any and all prior agreements, policies, negotiations and/or representations of the Parties as to the matters described herein are expressly set forth and incorporated in this Agreement.

10.03 Amendments. This Agreement shall be amended only by written instrument, executed by the Parties.

10.04 Severability. In the event any one or more provisions contained in this Agreement shall for any reason be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10.05 Headings and Subtitles. Heading and subtitles of this Agreement have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.

10.06 Attorneys' fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees. "Prevailing party" shall be the party who obtains substantially all the relief sought by it, regardless of whether final court judgment is entered.

10.07 Indemnity. The Parties shall each defend, indemnify and hold harmless the other

party, and its elected officials, officers, employees, volunteers and authorized agents from and against any and all claims, losses, damages and causes of action (including personal injury and death) arising from or resulting in connection with the party's negligent or wrongful acts, errors or omissions in carrying out the party's duties or obligations under this Agreement and from any and all expenses incurred by the other party on account of any claim therefor.

10.08 Jurisdiction and Venue. In the event of any litigation arising out of the terms or conditions of this Agreement, the venue of any such litigation shall be the Superior Court of the State of California.

XI.

TERMINATION OF AGREEMENT

11.01 Acts Constituting Termination. This Agreement shall commence on the date of its execution and shall continue until:

- a. Voluntary or involuntary transfer or assignment by either party without the consent of the other party of any of the rights, duties or obligations set forth in this Agreement;
- b. Mutual agreement of the Parties to terminate this Agreement;
- c. Any default or breach of this Agreement by either party which has not been cured within thirty (30) days after notice of such default or breach by the other party or such later time as mutually agreed upon by the Parties as reasonable if the default or breach cannot be cured within such thirty (30) days period; or
- d. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination.

XII.

LICENSE

12.01 License. SANBAG hereby grants to City a license to enter upon the Station Site and perform, through its employees and/or its agents and contractors, City's construction of the Passenger Rail Terminal, and City's maintenance and security obligations for the Passenger Rail Terminal.

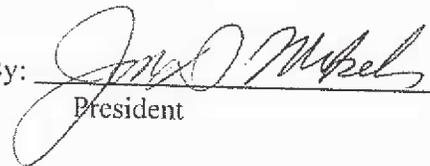
XIII.

ACCEPTANCE

13.01 Acceptance of Agreement. The undersigned, having read the foregoing, accept and agree to the terms and conditions set forth therein.

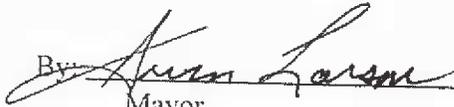
DATED: _____

SANBAG

By: 
President

DATED: January 28, 1997

CITY OF REDLANDS

By: 
Mayor

ATTEST:

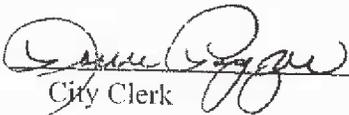
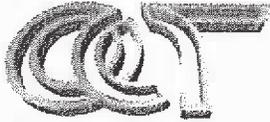
By: 
City Clerk

EXHIBIT "C"

PRELIMINARY TITLE REPORT



Orange Coast Title Company of Southern California - Inland Empire Division

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

AMENDED PRELIMINARY REPORT

Coachella Valley Escrow
47350 Washington Street #102
La Quinta, CA 92253

Attention: Kim Crystal
Property address: Vacant land, Redlands, CA 92374

Your no.: 0170-191-39
Order no.: 210-2070312-10

Dated: March 4, 2020

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Southern California - Inland Empire Division** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 14, 2020 at 7:30 AM

Cynthia Kaack, Title Officer
Ph: 909-825-8800
Email: cynthiak@octitle.com

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

The Policy of Title Insurance, if issued, will be underwritten by: Real Advantage Title Insurance Company, a subsidiary of Orange Coast Title Company. See attached disclosure.

A liability of TBD Subject to any filed rate increases and/or changes in the liability.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

City of Redlands, a Municipal Corporation

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

Parcel 1:

Lot 10 and those portions of Lots 5, 6, 7, 8, 9, 19 and 20, Block "H", of Lugonia Park, as shown on map recorded in Book 4 of Maps, Page 50, records of said County, described as a whole as follows:

Beginning at the intersection of the North line of said Lot 5 with the East line of the West 20 feet of said Lot 5; thence along said East line, South 0° 18' 29" East 26.20 feet; thence South 60° 28' 02" East 668.77 feet to the East line of said Lot 19, distant along last said East line North 0° 16' 25" West 150.07 feet from the Southeast corner of said Lot 19; thence along last said East line and the East line of said Lot 10, North 0° 15' 25" West 349.58 feet to the Northeast corner of said Lot 10; thence along the North lines of said Lots 5 to 10, inclusive, North 89° 22' 52" West 580.39 feet to the point of beginning.

Excepting therefrom all minerals, oils, gases and other hydrocarbons whatsoever name known that may be within or under the parcel of land hereinabove described, without, however; the right to drill, dig or mine through the surface thereof.

Parcel 2:

An Easement for right to operate vehicles over described property for access as described in Easement deed recorded on August 23, 1963 in Book 5975 Page 761 of Official Records.

Assessor's Parcel Numbers(s): 0170-191-39-0-000

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2020-2021, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2020, delinquent if not paid by 12/10/2020
Second installment due and payable 02/01/2021, delinquent if not paid by 04/10/2021
- 2 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with taxes.

Total amount	\$0.00
1st installment	\$0.00 no tax due
Penalty	\$0.00 (after 12-10)
2nd installment	\$0.00 no tax due
Penalty	\$0.00 (after 4/10)
Code area	not shown
Parcel No.	0170-191-39-0-000
Exemption	\$0.00
- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 An easement for public utilities and incidental purposes as reserved by the State of California in the deed recorded 07/19/1963, as Instrument No. Book 5952, Page 72, Official Records, along said land .
- 5 An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument
Recorded: In Book 74, Page 278 of Deeds
For: right of way and incidental purposes
Affects: The location of said easement is set forth therein.
- 6 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 07/19/1963, in Book 5952, Page 72, of Official Records.
- 7 An instrument, upon the terms and conditions contained therein
Entitled: Lease Agreement
Dated: 01/03/2006
Executed by and between: Atkinson Contractors LP, a California Corporation and the City of Redlands
Recorded: 1/20/2006, as Instrument No. 2006-43249 of Official Records

And recorded 02/06/2006, as Instrument No. 2006-87100, Official Records
- 8 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".

End of Schedule B

"NOTES AND REQUIREMENTS SECTION"

Order No. 210-2070312-10

ORANGE COAST TITLE COMPANY
OF SOUTHERN CALIFORNIA

NOTE NO. 1

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

This is to give you notice that Orange Coast Title Company is a shareholder in Orange Coast Title Company of Southern California and Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by Orange Coast Title Company of Southern California and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the Orange Coast Title Company of Southern California title insurance underwriters for your transaction. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES**

Notes section continued on next page...

NOTE NO. 2

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 3 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

NOTE NO. 4

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.



**Orange Coast Title Company of Southern California -
Inland Empire Division**

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

Attention:

Borrower: CDL Development

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.

B. The improvements on said land are designated as:

Vacant land, in the City of Redlands, County of San Bernardino, State of California.

C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

None.

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company of Southern California - Inland Empire Division**. We hope that this makes your job a little easier.

Exhibit "A"

Parcel 1:

Lot 10 and those portions of Lots 5, 6, 7, 8, 9, 19 and 20, Block "H", of Lugonia Park, as shown on map recorded in Book 4 of Maps, Page 50, records of said County, described as a whole as follows:

Beginning at the intersection of the North line of said Lot 5 with the East line of the West 20 feet of said Lot 5; thence along said East line, South $0^{\circ} 18' 29''$ East 26.20 feet; thence South $60^{\circ} 28' 02''$ East 668.77 feet to the East line of said Lot 19, distant along last said East line North $0^{\circ} 16' 25''$ West 150.07 feet from the Southeast corner of said Lot 19; thence along last said East line and the East line of said Lot 10, North $0^{\circ} 15' 25''$ West 349.58 feet to the Northeast corner of said Lot 10; thence along the North lines of said Lots 5 to 10, inclusive, North $89^{\circ} 22' 52''$ West 580.39 feet to the point of beginning.

Excepting therefrom all minerals, oils, gases and other hydrocarbons whatsoever name known that may be within or under the parcel of land hereinabove described, without, however; the right to drill, dig or mine through the surface thereof.

Parcel 2:

An Easement for right to operate vehicles over described property for access as described in Easement deed recorded on August 23, 1963 in Book 5975 Page 761 of Official Records.

CLTA Preliminary Report Form – Exhibit B (06-03-11)

CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building, b. zoning, c. land use d. improvements on the Land, e. land division; and, f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they recorded in the Public Records; b. that are Known to You at the Policy Date, but not in Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right: a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
 * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
 The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less) \$ 10,000
Covered Risk 18:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less) \$ 25,000
Covered Risk 19:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less) \$ 25,000
Covered Risk 21:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less) \$ 5,000

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: * land use * improvements on the land * land division * environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- The right to take the land by condemning it, unless: * a notice of exercising the right appears in the public records * on the Policy Date * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: * that are created, allowed, or agreed to by you * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records * that result in no loss to you * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right: * to any land outside the area specifically described and referred to in Item 3 of Schedule A OR * in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement created on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion (a) does not modify or limit the coverage provided under Covered Risk 5.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state in which the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorney's fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of the land; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(d), 14, and 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(b), 14, and 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 26); or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth in lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vested shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Orange Coast Title Company of Southern California - Inland Empire Division PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (immediately following this Privacy Policy) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy before the new policy becomes effective.

Last Revision 12/26/2019
Effective on 1/01/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete you information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of **personal information** we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the

categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the **personal information** of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors undersixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

- address
- employment history

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373

Email Us at dataprivacy@coctitle.com

Mail:

Orange Coast Title

Attn: Privacy Officer

1551 N. Tustin Ave., Ste. 300

Santa Ana, CA 92705

Effective on 1/1/2019

Revised on 12/23/2019



Orange Coast Title Company of Southern California - Inland

Empire Division

1845 Business Center Drive, Suite 218

San Bernardino, CA 92408

909-825-8800

DECLARATION OF OCCUPANCY

(Loan Transaction)

The undersigned, _____,
(owner's name) depose(s) and say(s) as follows:

1. The undersigned is/are the owner(s) of certain real property situated in the City of Redlands, County of San Bernardino and State of California, commonly known as Vacant land, herein referred to as "Property":
2. The undersigned is/are obtaining a loan from _____
to be secured by a Deed of Trust against the Property, which is the subject of this transaction.
3. The undersigned currently occupy the Property as the undersigned's principal address, and intend to continue to occupy the same as the undersigned's principal residence following the close of this transaction.
4. The undersigned understand(s) that Orange Coast Title Company of Southern California - Inland Empire Division is relying on this information in calculating the recording fees for all real estate instruments, papers, and notices recorded in connection with this transaction in accordance with *California Government Code §27388.1(a)(2)*.
5. The undersigned agree(s) to indemnify and hold Orange Coast Title Company of Southern California - Inland Empire Division harmless from and against, and to pay any additional recording fees and/or penalties arising out of, or in connection with, the inaccuracy of the information set forth herein.

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on _____, at _____,
_____.

By: _____
Name: _____

By: _____
Name: _____

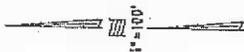
THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



Ptn. Lugonia Park
M.B. 4/50

City of Redlands
Tax Rate Area
5000,5068

0170 - 19



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY
WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

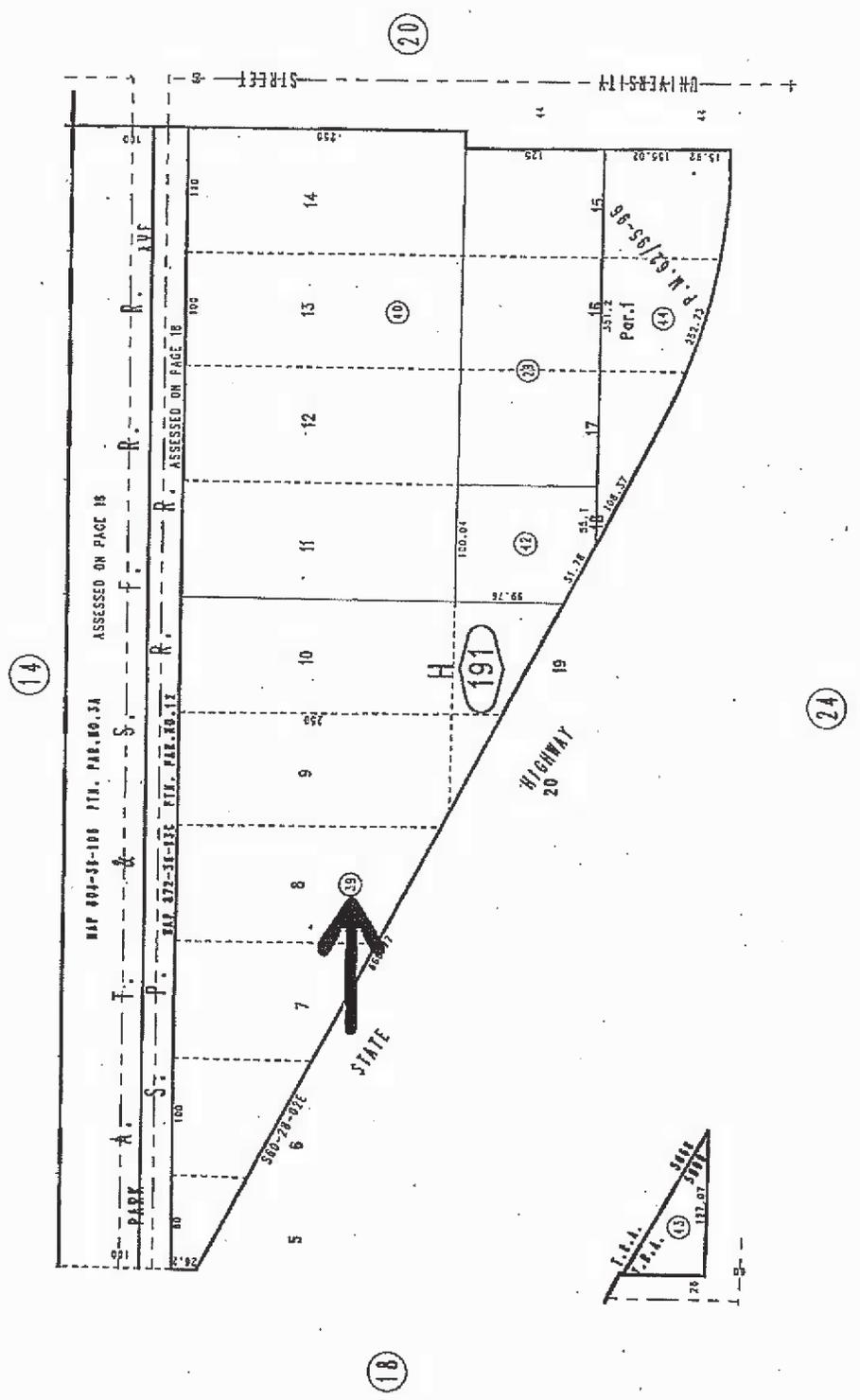
REVISED
02/06/07 KC
03/03/08 CK

Assessor's Map
Book 0170 Page 19
San Bernardino County

Pln. N.W. 1/4, Sec. 26
T.1S., R.3W.

Parcel Map No. 6630, P.M. 62/95-96

November 2003



(14)

(18)

(24)

(20)

210-2070312-10

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Redlands
35 Cajon Street
Redlands, CA 92373
Attn: City Clerk

MAIL FUTURE TAX STATEMENTS TO:

City of Redlands
35 Cajon Street, Suite 4
Redlands, California 92373

Attn: City Clerk

**MAIL TAX STATEMENTS TO:
SAME AS ABOVE**



Electronically
Recorded in Official Records
County of San Bernardino
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2020-0078926

03/04/2020
04:03 PM
SAN

Titles: 1 Pages: 5

B9246

Fees	\$26.00
Taxes	\$0.00
CA SB2 Fee	75.00
Total	\$101.00

APN: 0170-191-39-0000

(Space above this line is for recorder's use)

The undersigned declares the DOCUMENTARY TRANSFER TAX is \$
 Computed on the consideration or value of property conveyed, OR
 Computed on the consideration or full value less liens and/or
encumbrances remaining at time of sale.
 Unincorporated Area City of ~~San Bernardino~~ **Redlands**

**Conveyance by governmental entity to nonprofit corporation RHT 11929*

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

The City of Redlands, a municipal corporation and general law city

does hereby GRANT to

the University of Redlands , an IRS section 501(c)(3) Nonprofit Corporation

that certain real property in the city of Redlands, county of San Bernardino, state of California, described on Exhibit "A," which is attached hereto and incorporated herein by reference.

Subject to all covenants, restrictions, conditions, easements and other encumbrances of record existing at the time of recordation of this Grant Deed.

Dated: March 4, 2020

CITY OF REDLANDS, a municipal corporation and general law city

By: *Paul W. Foster*
Paul W. Foster, Mayor, City of Redlands

**MAIL TAX STATEMENTS TO:
SAME AS ABOVE**

210-2070312-10

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Redlands
35 Cajon Street
Redlands, CA 92373
Attn: City Clerk

MAIL FUTURE TAX STATEMENTS TO:

City of Redlands
35 Cajon Street, Suite 4
Redlands, California 92373

Attn: City Clerk

**MAIL TAX STATEMENTS TO:
SAME AS ABOVE**

APN: 0170-191-39-0000

(Space above this line is for recorder's use)

The undersigned declares the DOCUMENTARY TRANSFER TAX is \$ 0
 Computed on the consideration or value of property conveyed, OR
 Computed on the consideration or full value less liens and/or
encumbrances remaining at time of sale.
 Unincorporated Area City of ~~San Bernardino~~ Redlands

**Conveyance by governmental entity to nonprofit corporation RHT 11929*

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

The City of Redlands, a municipal corporation and general law city

does hereby GRANT to

the University of Redlands, an IRS section 501(c)(3) Nonprofit Corporation

that certain real property in the city of Redlands, county of San Bernardino, state of California, described on Exhibit "A," which is attached hereto and incorporated herein by reference.

Subject to all covenants, restrictions, conditions, easements and other encumbrances of record existing at the time of recordation of this Grant Deed.

Dated: March 4, 2020

CITY OF REDLANDS, a municipal corporation and general law city

By: 
Paul W. Foster, Mayor, City of Redlands

**MAIL TAX STATEMENTS TO:
SAME AS ABOVE**

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 San Bernardino)

On March 3, 2020, before me, Diana Rains, Notary Public, personally appeared Paul W. Foster, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or 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 Diana Rains

(Seal)



Exhibit "A"

Parcel 1:

Lot 10 and those portions of Lots 5, 6, 7, 8, 9, 19 and 20, Block "H", of Lugonia Park, as shown on map recorded in Book 4 of Maps, Page 50, records of said County, described as a whole as follows:

Beginning at the intersection of the North line of said Lot 5 with the East line of the West 20 feet of said Lot 5; thence along said East line, South $0^{\circ} 18' 29''$ East 26.20 feet; thence South $60^{\circ} 28' 02''$ East 668.77 feet to the East line of said Lot 19, distant along last said East line North $0^{\circ} 16' 25''$ West 150.07 feet from the Southeast corner of said Lot 19; thence along last said East line and the East line of said Lot 10, North $0^{\circ} 15' 25''$ West 349.58 feet to the Northeast corner of said Lot 10; thence along the North lines of said Lots 5 to 10, inclusive, North $89^{\circ} 22' 52''$ West 580.39 feet to the point of beginning.

Excepting therefrom all minerals, oils, gases and other hydrocarbons whatsoever name known that may be within or under the parcel of land hereinabove described, without, however; the right to drill, dig or mine through the surface thereof.

Parcel 2:

An Easement for right to operate vehicles over described property for access as described in Easement deed recorded on August 23, 1963 in Book 5975 Page 761 of Official Records.

EXHIBIT "E"

NON-FOREIGN AFFIDAVIT

STATE OF California)
) ss.
County of San Bernardino)

The undersigned, as authorized agent of CITY OF REDLANDS, a municipal corporation ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform University of Redlands and/or assignee, an Individual ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;
2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);
3. Transferor's U.S. taxpayer identification number is: 95-6000766;
4. Transferor's business address is: PO Box 3005, Redlands, CA 92373.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

CITY OF REDLANDS, a municipal
corporation

By: Paul W. Foster
Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk



A notary public or other officer completing this certificate verified 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 San Bernardino) ss.

On March 3, 2020, before me, Diana Rains, Notary Public, personally appeared Paul W. Foster and Jeanne Donaldson, 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.

Diana Rains
Notary Public
In and For Said County and State

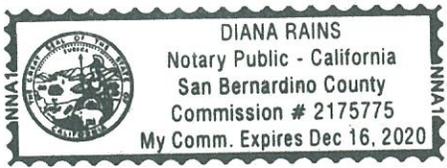


EXHIBIT "F"
QUITCLAIM DEED



Electronically
Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

DOC# 2020-0080711

City Clerk's Office
City of Redlands
P.O. Box 3005
Redlands, CA 92373

03/05/2020
03:58 PM
SAN
G8467

Titles: 1 Pages: 6

Fees	\$29.00
Taxes	\$0.00
CA SB2 Fee	0.00
Total	\$29.00

210-2070312-10

THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENT TRANSFER TAX EXEMPT**

COMPUTED ON THE CONSIDERATION OR VALUE OF PROPERTY CONVEYED; OR
COMPUTED ON THE CONSIDERATION OR VALUE LESS LIENS OR
ENCUMBRANCES REMAINING AT THE TIME OF SALE.
APN: 0170-191-40-0000

QUITCLAIM DEED FOR EASEMENT INTEREST

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, THE CITY OF REDLANDS HEREBY REMISES, RELEASES AND
FOREVER QUITCLAIMS TO

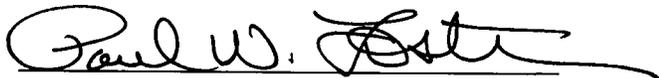
University of Redlands, an IRS section 501(c)(3) Nonprofit Corporation

ITS EASEMENT INTEREST AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO, IN
THE REAL PROPERTY IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, DESCRIBED AS ASSESSOR PARCEL NO. 0170-191-40-0000:

See the attached Exhibit A

DATE 3/4/20

City of Redlands, a municipal corporation


Paul W. Foster, Mayor

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

EASEMENT

EASEMENT

BOOK 5975 PAGE 761

THIS AGREEMENT, made and entered into this 5th day of August 1963,
by and between Gerald S. Rubin,
hereinafter called "Owner", their heirs, executors, administrators, agents or
assigns, and the City of Redlands, a municipal corporation of the State of
California, hereinafter called "City", its assigns and successors in interest.

537

WITNESSETH:

WHEREAS, Owner has title to and owns that real estate and real property
located in _____, County of San Bernardino, State of California,
described as follows:

The north 20 feet of Lots 11, 12, 13, and 14, Block "H", Lugonia
Park, as per plat recorded in Book 4 of Maps, Page 50, Records of
said County.

AND WHEREAS, City desires the right to operate vehicles over the above
described property, for access to Lots 5 through 10, Block "H", Lugonia Park,
as per plat recorded in Book 4 of Maps, Page 50, Records of said County.

NOW THEREFORE, it is hereby agreed as follows:

The Owner does hereby grant, assign and set over to City an easement and right
to perform the above described work. The grantee herein agrees to remove or relocate
all facilities and plant fixtures placed on the above described lot, under the right
created by this easement, at its own expense and at such time as the public conven-
ience may so require.

TO HAVE AND TO HOLD the said easement, right and right-of-way unto the
City, its successors or assigns for a period of indefinite duration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

this 5 day of August, 1963.

Gerald S. Rubin

BOOK 5975 PAGE 762

STATE OF CALIFORNIA,

County of San Bernardino } ss.

ON August 5, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Gerald S. Rubin, known to me, to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

WITNESSES

Martina E. Lewis
Notary Public in and for said County and State.

MARTINA E. LEWIS No. Pub.
San Bernardino County, Calif.
My Comm. Exp. Dec. 23, 1966

SPACE BELOW FOR RECORDER'S USE ONLY

537

RECORDED
REQUEST OF

Seater

AUG 23 1 32 PM '63
BOOK 5975 PAGE 761
OFFICIAL RECORDS
SAN BERNARDINO COUNTY, CALIF.
Jed Liberator

537

Handwritten initials

MAIL TO

(4)

CERTIFICATE OF ACCEPTANCE

Easement

This is to certify that the interest in real property conveyed by ~~Deed of~~
Grant dated August 5, 1963, from Gerald S. Rubin
to the City of Redlands, a political
corporation and/or governmental agency is hereby accepted by order of the
City Council on August 20, 1963, and the Grantee consented to
recording thereof by its duly authorized officer.

Dated: August 22, 1963.

By: [Signature]
City Manager

END OF DOCUMENT



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

THE NORTH 20 FEET OF LOTS 11, 12, 13 AND 14 BLOCK "H" , LUGONIA PARK, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 50, RECORDS OF SAID COUNTY.

AND WHEREAS, CITY DESIRES THE RIGHT TO OPERATE VEHICLES OVER THE ABOVE DESCRIBED PROPERTY, FOR ACCESS TO LOTS 5 THROUGH 10, BLOCK "H" , LUGONIA PARK, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 50, RECORDS OF SAID COUNTY

THE OWNER DOES HEREBY GRANT, ASSIGN AND SET OVER TO CITY AN EASEMENT AND RIGHT TO PERFORM THE ABOVE DESCRIBED WORK. THE GRANTEE HEREIN AGREES TO REMOVE OR RELOCATE ALL FACILITIES AND PLANT FIXTURES PLACED ON THE ABOVE DESCRIBED LOT, UNDER THE RIGHT CREATED BY THIS EASEMENT, AT ITS OWN EXPENSE AND AT SUCH TIME AS THE PUBLIC CONVENANCE MAY SO REQUIRE

Date: 03/05/2020

Signature: 

Print Name: CYNTHIA KACK

EXHIBIT "G"
EASEMENT DOCUMENTS

EASEMENT

BOOK 5975 PAGE 761

THIS AGREEMENT, made and entered into this 5th day of August, 1963,

by and between Gerald S. Rubin,

hereinafter called "Owner", their heirs, executors, administrators, agents or

assigns, and the City of Redlands, a municipal corporation of the State of

California, hereinafter called "City", its assigns and successors in interest.

537

WITNESSETH:

WHEREAS, Owner has title to and owns that real estate and real property

located in _____, County of San Bernardino, State of California,

described as follows:

The north 20 feet of Lots 11, 12, 13, and 14, Block "H", Lugonia Park, as per plat recorded in Book 4 of Maps, Page 50, Records of said County.

AND WHEREAS, City desires the right to operate vehicles over the above described property, for access to Lots 5 through 10, Block "H", Lugonia Park, as per plat recorded in Book 4 of Maps, Page 50, Records of said County.

NOW THEREFORE, it is hereby agreed as follows:

The Owner does hereby grant, assign and set over to City an easement and right to perform the above described work. The grantee herein agrees to remove or relocate all facilities and plant fixtures placed on the above described lot, under the right created by this easement, at its own expense and at such time as the public convenience may so require.

TO HAVE AND TO HOLD the said easement, right and right-of-way unto the City, its successors or assigns for a period of indefinite duration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

this 5 day of August, 1963.

Gerald S. Rubin

STATE OF CALIFORNIA,

County of San Bernardino } ss.

ON August 5, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Gerald S. Rubin, known to me, to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

SEAL

Martha E. Lewis
Notary Public in and for said County and State.

MARTHA E. LEWIS No. Pub.
San Bernardino County, Calif.
My Comm. Exp. Dec. 23, 1966

SPACE BELOW FOR RECORDER'S USE ONLY

537

RECORDED
REQUEST OF

Shantee

AUG 23 1 32 PM '63

BOOK 5975 PAGE 761

OFFICIAL RECORDS
SAN BERNARDINO COUNTY, CALIF.

Ted R. Carpenter
RECORDER

537

MAIL TO

(4)

CERTIFICATE OF ACCEPTANCE

Easement

This is to certify that the interest in real property conveyed by ~~Deed~~ of ~~Grant~~ dated August 5, 1963, from Gerald S. Rubin to the City of Redlands, a political corporation and/or governmental agency is hereby accepted by order of the City Council on August 20, 1963, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: August 22, 1963.

By: *Ted R. Carpenter*
City Manager

END OF DOCUMENT