

## **Support Material Agenda Item No. 32**

### **Board of Directors Meeting**

**March 4, 2026  
10:00 AM**

#### **LOCATION**

**San Bernardino County Transportation Authority  
First Floor Lobby Board Room  
1170 W. 3<sup>rd</sup> Street, San Bernardino, CA 92410**

### **DISCUSSION ITEMS**

#### **Transit**

**32. Amendment No. 6 to Disposition and Development Agreement No. 23-1002894 with DesertXpress Enterprises, LLC**

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

Authorize the Executive Director, or her designee, to negotiate, finalize, and execute Amendment No. 6 to Agreement No. 23-1002894, Disposition and Development Agreement with DesertXpress Enterprises, LLC, doing business as Brightline West, and the City of Rancho Cucamonga, subject to approval as to form by SBCTA General Counsel.

*The following information is being distributed separately from the agenda:*

- *Amendment No. 6 to Agreement No. 23-1002894*

## SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("**Amendment**") is entered into as of March \_\_\_, 2026, by and among CITY OF RANCHO CUCAMONGA, a California municipal corporation ("**City**"), SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity ("**SBCTA**"; City and SBCTA, collectively, "**Seller**"), and DESERTXPRESS ENTERPRISES, LLC, a Nevada limited liability company d/b/a Brightline West ("**Developer**").

### RECITALS

A. Developer and Seller are parties to that certain Disposition and Development Agreement dated as of October 5, 2022 ("**Original Agreement**"), as amended by that certain First Amendment to Disposition and Development Agreement dated as of February 2, 2023 ("**First Amendment**"), that certain Second Amendment to Disposition and Development Agreement dated as of March 6, 2023 ("**Second Amendment**"), that certain Third Amendment to Disposition and Development Agreement dated as of March 30, 2023 ("**Third Amendment**"), and that certain Fourth Amendment to Disposition and Development Agreement dated as of November 14, 2024 ("**Fourth Amendment**"), and that certain Fifth Amendment to Disposition and Development Agreement dated as of December 19, 2025 ("**Fifth Amendment**" and together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Amendment, collectively the "**DDA**"), pursuant to which Developer agreed to develop a train station and related infrastructure located in Rancho Cucamonga, California ("**Property**"), as more particularly described in the DDA.

B. All capitalized terms used but not defined herein shall have the meanings ascribed such terms in the DDA.

C. The parties desire to amend the DDA upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Developer agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Site Plan. The Site Plan previously attached to the DDA as Exhibit "C" (as modified by the Fourth Amendment) is hereby deleted in its entirety and replaced with the revised Site Plan attached hereto as Exhibit "C-1", which is hereby incorporated into the DDA by this reference. The revised Site Plan reflects, among other modifications, an updated passenger pick-up and drop-off area ("**PUDO**") within the Transit Center, a modified bus loop ("**Bus Loop**"), a revised Station Property and Reserved Property, reconfigured Metrolink parking both within the Transit Center and under the Station Property, and a revised configuration of service-related infrastructure within the Milliken Triangle Easement to accommodate fire access as requested by

the Rancho Cucamonga Fire Protection District (“**Fire District**”). Construction phasing plans are attached hereto as Exhibit “C-2”, which delineate construction phasing to maintain uninterrupted Metrolink operations (“**Phasing Plans**”); provided, however, the availability of the Milliken Site for parking is subject to the terms of the revised CC&Rs attached hereto as Schedule 1.

3. Tunnel Easement References. The parties agree that the Tunnel Easement shall no longer be required or provided. Accordingly, all references in the DDA (including in any exhibits or attachments thereto) to the “Tunnel Easement” are hereby deleted and shall be of no further force or effect.

4. Grant Deed. The Grant Deed attached as Exhibit “D” to the DDA (as modified by the Fourth Amendment) is hereby deleted and replaced in its entirety with the new Grant Deed attached hereto as Exhibit “D”, which revised Grant Deed is hereby incorporated into the DDA.

5. Revised Legal Descriptions. The legal descriptions previously included as Exhibit “A-3” through Exhibit “A-7”, inclusive, (as modified by the Fourth Amendment) to the DDA are hereby deleted in their entirety and replaced with the revised Exhibit “A-3” through Exhibit “A-8” attached hereto.. The depiction of the DXE Property in Exhibit “D2” to the Milliken Triangle Easement, which is Exhibit “G” to the DDA, is hereby deleted in its entirety and replaced with the revised Exhibit “D2” attached hereto.

6. Construction, Operation, and Maintenance of PUDO and Bus Loop. Developer shall, at its sole cost and expense, construct the reconfigured PUDO and the modified Bus Loop as part of its construction of the Improvements under the DDA. Following completion and acceptance of the Bus Loop improvements by the City and/or SBCTA, the City or SBCTA, as applicable, shall be solely responsible for the operation and maintenance of the Bus Loop. The operation and maintenance of the PUDO is addressed in the CC&Rs recorded against the Station Property, the Reserved Property and the PUDO.

7. Revised CC&Rs. The parties acknowledge and agree that they previously reviewed and mutually approved the form of the CC&Rs. Notwithstanding the foregoing, the parties have subsequently revised the form of the CC&Rs, and such revised form shall supersede and replace the previously approved CC&Rs for all purposes under the DDA. A complete copy of the revised CC&Rs is attached to this Amendment as Schedule 1 and is hereby incorporated by reference into the DDA. From and after the date hereof, all references in the Agreement to the CC&Rs shall be deemed to refer to the revised CC&Rs attached hereto as Schedule 1.

8. Access and Traffic Signal Improvements. The intersection of Anaheim Place and Azusa Court shall be designed for 2-way stop and a future traffic signal. The initial construction shall include full buildout of the intersection, including conduit/raceway for the future traffic signal and space for the future poles and support infrastructure. The parties have separately agreed to a process for developing a traffic signal in the revised CC&Rs.

9. Metrolink Parking Availability. Developer shall use commercially reasonable efforts to deliver covered Metrolink parking spaces within the Reserved Property as early as reasonably feasible in the construction process, with the goal of providing Metrolink parking

availability prior to full completion of the Improvements. The City shall reasonably cooperate with Developer to facilitate such early availability to the extent possible.

10. Modified Closing Conditions. The following Seller Condition to Close of Escrow in Section 2.5 of the DDA are hereby modified as follows:

“2.5.1 All governmental permits, licenses, and approvals for the development and construction of the Project shall have been issued except for any (i) standard or routine permits, licenses and approvals listed in Schedule 2 attached hereto, (ii) Fire District permits which require 100% construction drawings, or (iii) offsite permits from the City within the public right of way; provided, however, with respect to the foregoing two exceptions, construction drawings with respect thereto shall be 60% designed and Developer will incorporate City/SBCTA’s reasonable comments (or all comments from the Fire District) into the 100% drawings for City/SBCTA’s final approval, and NEPA shall have been complied with respect to such permits, licenses, and approvals, as applicable, all as shown by evidence delivered to Seller that is reasonably satisfactory to City/SBCTA. Additionally, Developer shall fund an additional \$2,000,000 holdback payment at the Closing, which shall be held by Escrow until Developer obtains such (a) City fire department permits, (b) offsite permits from the City within the public right of way, and (c) Seller’s and each applicable third-party utility owner’s approval of plans for the utility relocations and site reconfiguration of the Adjacent Property to accommodate the Project.”

11. Early Construction. Developer shall have the right to commence early construction activities prior to the Closing as shown on and consistent with the Phasing Plans, which entry shall be pursuant to the terms and conditions of a separate right of entry permit as agreed and signed by the parties.

12. Outside Closing Date. Section 2.3 of the Original Agreement is hereby deleted in its entirety and replaces with the following:

“Opening and Closing of Escrow. Within five (5) business days after the Date this Agreement is executed by the Seller and delivered to Developer, the Seller and the Developer shall cause an escrow (“**Escrow**”) to be opened with Escrow Holder for the sale of the Property by the Seller to Developer. The Parties shall deposit with Escrow Holder a fully executed duplicate original of this Agreement as the escrow instructions for the Escrow and Developer shall wire the Deposit to Escrow Holder. The Seller and Developer shall provide such additional instructions as shall be necessary and consistent with this Agreement. Provided that each of the conditions to closing described below shall have been satisfied, Escrow shall close (“**Close of Escrow**” or “**Closing**”) on or before June 30, 2026. If the Close of Escrow does not occur by such date, any Party not then in default may terminate this Agreement by written notice to the other and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party, except that all escrow and title cancellation fees shall be paid by the Party or Parties in default.”

13. Pipeline and Sewer Easement. In addition to the interests described in Section 2.1 of the DDA, Seller agrees to sell to Developer, and Developer agrees to purchase from Seller, an

easement for water pipeline and sewer purposes in the form attached to this Amendment as Exhibit “J” (“Pipeline Easement”). The Pipeline Easement shall constitute an “Easement” for all purposes of the Agreement, and the definition of “Easements” in the Agreement is hereby amended to include the Pipeline Easement. Seller and Developer shall execute, acknowledge and deliver the Pipeline Easement, and shall cause the same to be recorded concurrently with the Close of Escrow. The fair market value of the Pipeline Easement shall be appraised and paid as part of the Purchase Price.

14. Utility Easements. The parties acknowledge and agree that certain existing utility facilities and related easements affecting the Property (the “**Existing Easements**”) were previously granted and installed and must be relocated in connection with the development of the Property. No compensation or other consideration shall be owing with respect to the relocation, amendment, replacement, or reconveyance of any Existing Easements, and Seller, as applicable, shall execute and deliver all consents, easement documents, conveyances, quitclaims/reconveyances, and other instruments reasonably required by such utility, Developer, or the applicable governmental authority to effectuate such relocation. The parties further acknowledge and agree that, in addition to the relocation of the Existing Easements, three (3) new crossing easements (not relocations), in favor of Southern California Edison, the locations of which are generally shown on Schedule 3 attached hereto (the “**New SCE Easements**”), will be required in connection with the development of the Project, which New SCE Easements shall be granted to SCE by SBCTA and/or the City, as applicable, in a form reasonably acceptable to SBCTA, and/or the City, as applicable. The fair market value of the New SCE Easements shall be appraised and paid as part of the Purchase Price payable to SBCTA and/or City. Additionally, Developer and SBCTA also negotiated for a one-time right of SBCTA to require Developer to modify utility lines to facilitate future right of way needs, a copy of which will be recorded against the Station Property at the Closing. The City, Developer and SCE already negotiated a separate joint use agreement addressing the relocations of such utility lines within City right of way.

15. Full Force and Effect. This Amendment, together with the DDA, as previously amended, constitutes the entire agreement between Seller and Developer regarding the matters set forth herein or therein, and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings. Except as otherwise specifically provided herein, the DDA shall remain unmodified and shall continue in full force and effect.

16. Counterparts; Execution by Electronic Means. This Amendment may be signed by the parties in two or more counterparts which, including the execution and transmission via electronic means without the need to exchange original signatures, when taken together, shall constitute one and the same instrument and shall have the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date and year first above written.

**SELLER:**

CITY OF RANCHO CUCAMONGA,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a public entity

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

**DEVELOPER:**

DESERTXPRESS ENTERPRISES, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

**EXHIBITS "A-3" – "A-8"**

**CITY/SBCTA PROPERTY**

**EXHIBIT 'A-3'**

**Legal Description of the City/ SBCTA Property**

**APN: 0209-272-11, & 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

**Parcel "A"**

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" East 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'40" an arc length of 60.71 feet;

Thence leaving said southwesterly line North 00°10'37" West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line North 89°43'55 East 346.26 feet to the **Point of Beginning**;

**Excepting** therefrom that portion of the land described below as **Parcel "B"**.

**Parcel "B" (exception area)**

That eight-foot-high portion of real property depicted on Exhibit A-8 attached hereto, **Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00'00" East 123.77 feet;

Thence North 90°00'00" West 11.14 feet to the **Point of Beginning**;

Thence South 00°00'00" East 139.00 feet;

Thence North 90°00'00" West 15.75 feet;

Thence South 00°00'00" East 34.50 feet;

Thence South 89°53'05" East 15.75 feet;

Thence South 00°00'00" East 258.88 feet;

Thence North 90°00'00" West 16.42 feet;

Thence South 00°00'00" East 12.08 feet;

Thence North 90°00'00" West 201.25 feet;

Thence North 00°00'00" East 13.41 feet;

Thence North 89°53'05" West 28.33 feet;

Thence North 00°00'00" West 180.28 feet;

Thence North 90°00'00" West 62.00 feet;

Thence North 00°00'00" West 250.75 feet;

Thence North 90°00'00" East 61.42 feet to a point hereinafter referred to as **Point "A"**;

Thence leaving said **Point "A"** North 90°00'00" East 159.64 feet to a point hereinafter referred to as **Point "B"**;

Thence leaving said **Point "B"** North 90°00'00" East 86.94 feet to the **Point of Beginning**;

**Excepting** from Parcel B that eight-foot-high portion of the real property depicted on Exhibits A-8 attached hereto.

**Excepting** therefrom that portion of the land described below as **Parcel "C"** and **Parcel "D"**.

**Parcel "C"**

**Commencing** at the above-described **Point "A"**,

Thence leaving said **Point "A"** South 00°00'00" West 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 25.17 feet;

Thence South 00°06'55" West 15.26 feet;

Thence North 89°53'05" West 25.14 feet;

Thence North 00°00'00" East 15.21 feet to the **Point of Beginning**;

AND

Parcel "D"

Commencing at the above-described Point "B",

Thence leaving said Point "B" South 00°00'00" West 7.42 feet to the Point of Beginning;

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the Point of Beginning;

Parcel A (Gross Area) contains 201,607 square feet, more or less.

Parcel B (Excepted Area) contains approximately 122,889 square feet, more or less, and eight feet in height.

See Exhibits 'A-3', 'A-4', 'A-5', 'A-6', 'A-7', and 'A-8' attached hereto and made a part hereof.

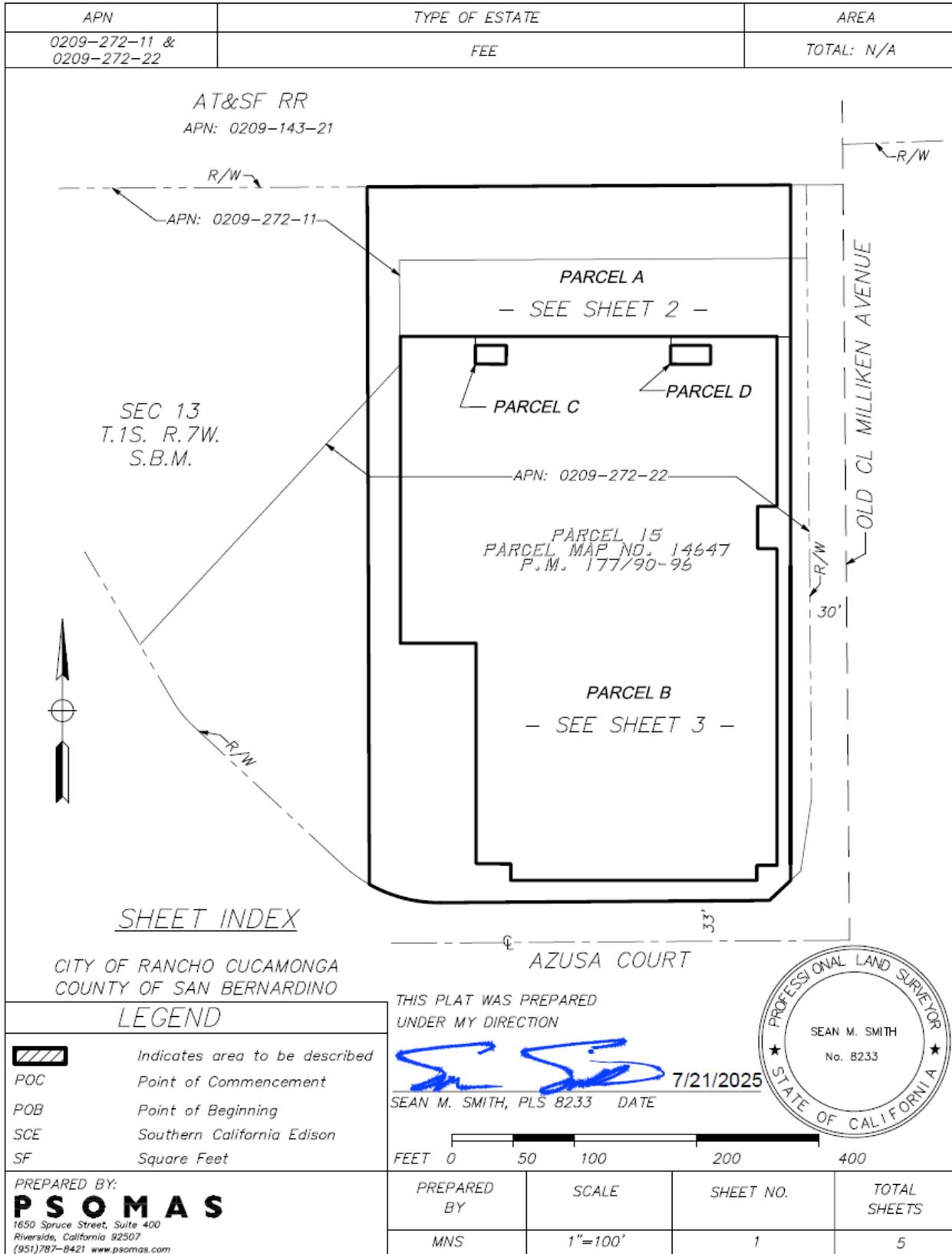
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

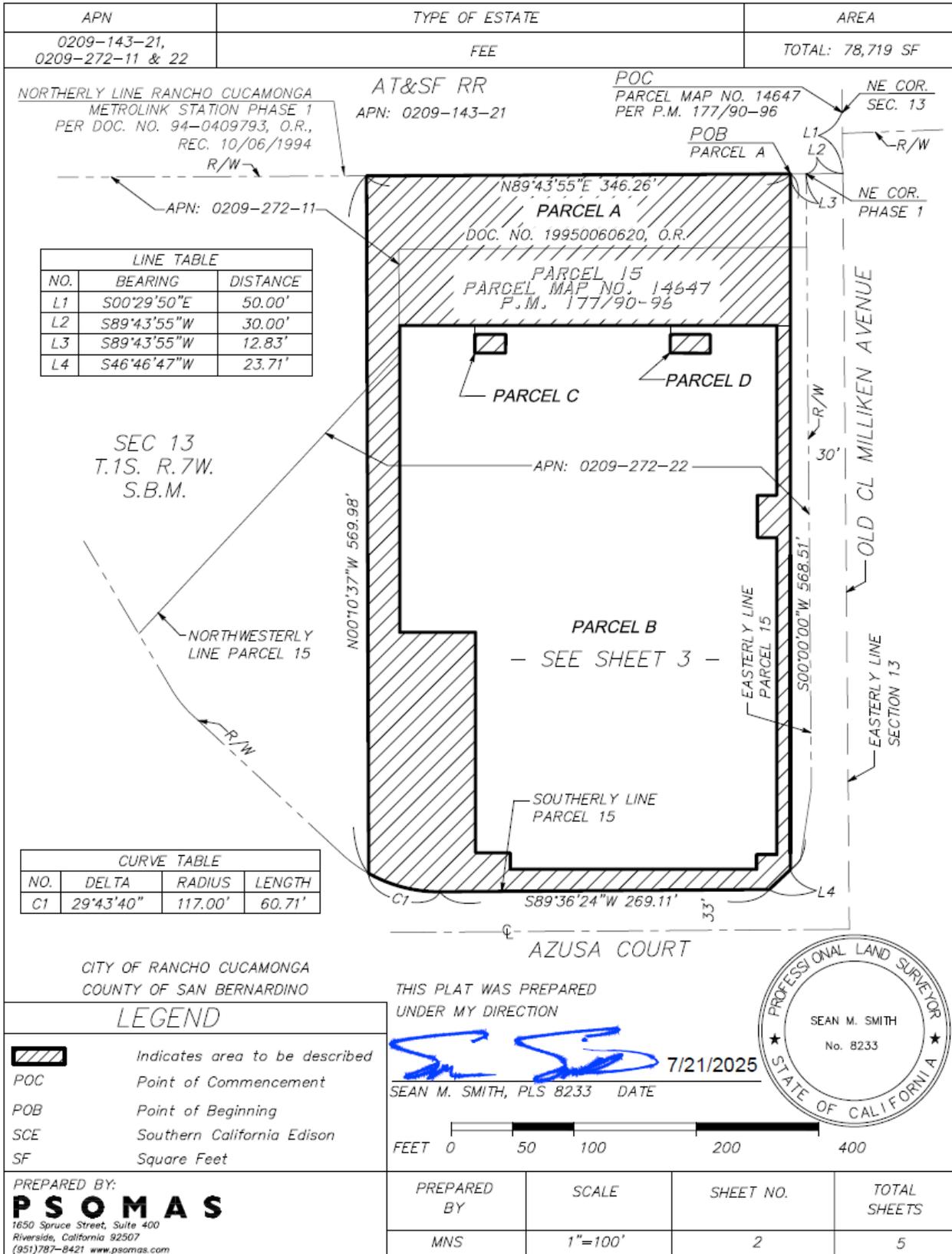
Date: 7/21/2025



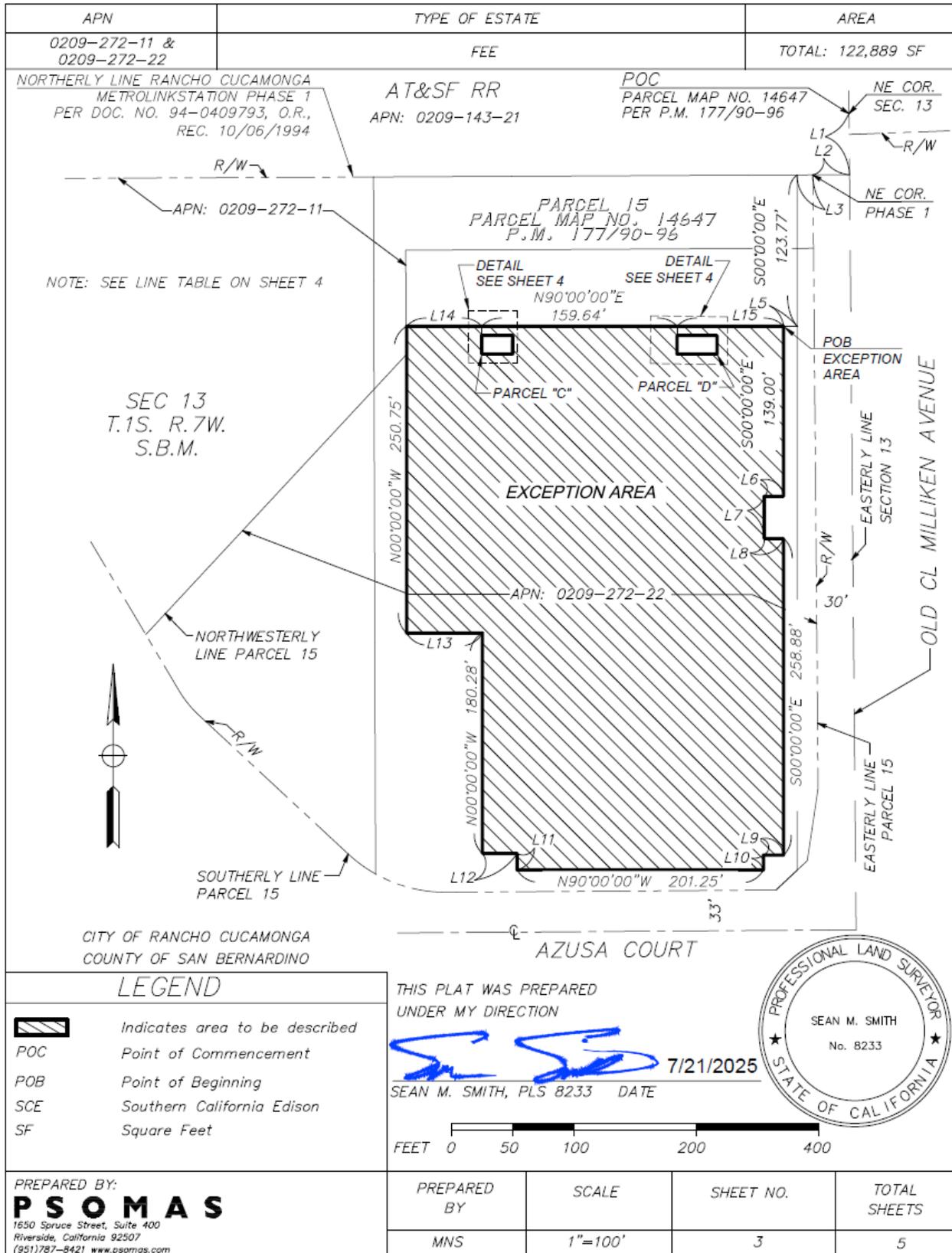
# EXHIBIT 'A-4'



# EXHIBIT 'A-5'



# EXHIBIT 'A-6'

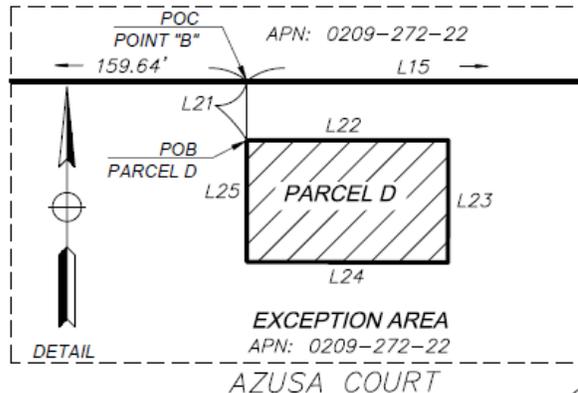
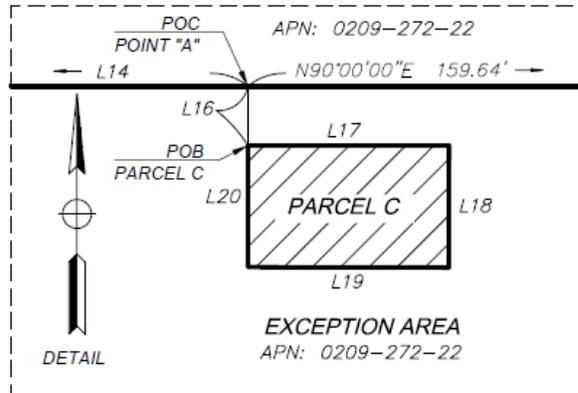


# EXHIBIT 'A-7'

APN	TYPE OF ESTATE	AREA
0209-272-11 & 0209-272-22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'
L5	N90°00'00"W	11.14'
L6	N90°00'00"W	15.75'
L7	S00°00'00"E	34.50'
L8	S89°53'05"E	15.75'
L9	N90°00'00"W	16.42'
L10	S00°00'00"E	12.08'
L11	N00°00'00"E	13.41'
L12	N89°53'05"W	28.33'
L13	N90°00'00"W	62.00'
L14	N90°00'00"E	61.42'
L15	N90°00'00"E	86.94'
L16	S00°00'00"E	7.42'
L17	N90°00'00"E	25.17'
L18	S00°06'55"W	15.26'
L19	N89°53'05"W	25.14'
L20	N00°00'00"E	15.21'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	S00°00'00"E	7.42'
L22	N90°00'00"E	32.61'
L23	S00°00'00"E	15.32'
L24	N89°53'05"W	32.64'
L25	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA  
COUNTY OF SAN BERNARDINO

AZUSA COURT

LEGEND	
	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED  
UNDER MY DIRECTION

7/21/2025  
SEAN M. SMITH, PLS 8233 DATE

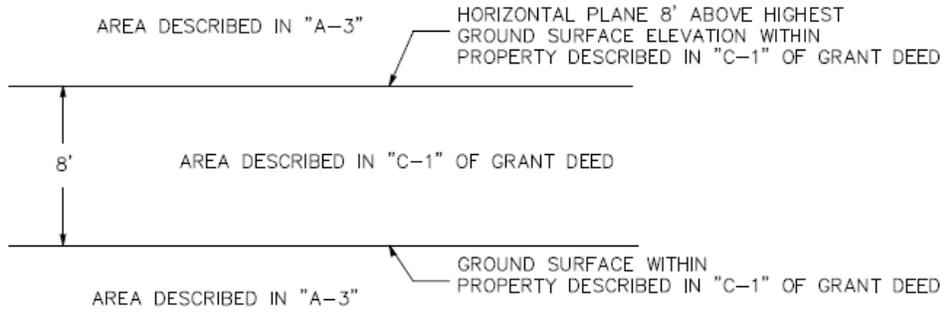
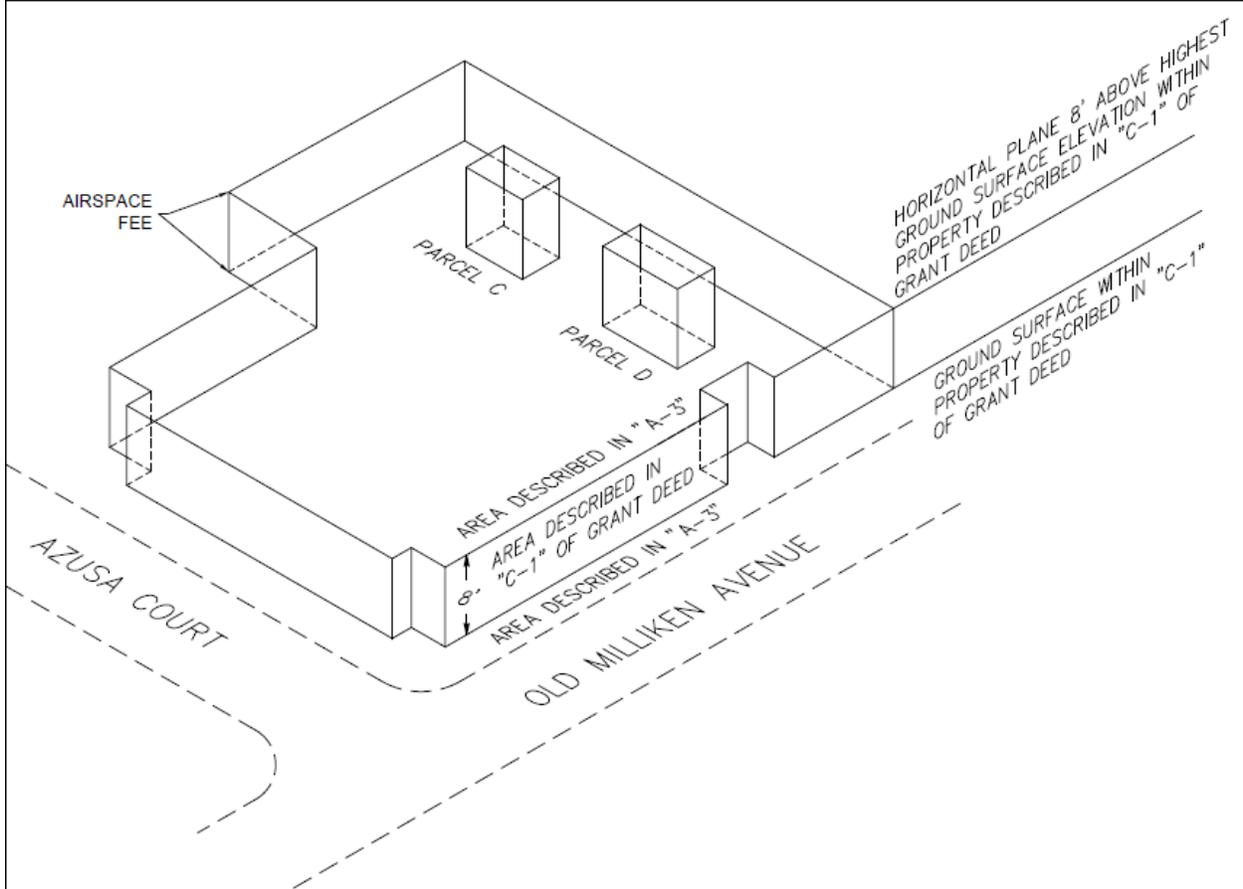


PREPARED BY:  
**PSOMAS**  
1650 Spruce Street, Suite 400  
Riverside, California 92507  
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
MNS	1"=100'	3	3

# EXHIBIT 'A-8'

APN	TYPE OF ESTATE	AREA
0209-272-11 & 0209-272-22	FEE	TOTAL: N/A



AIR SPACE RESERVATION PROFILE DETAIL

CITY OF RANCHO CUCAMONGA  
COUNTY OF SAN BERNARDINO

PREPARED BY: <b>PSOMAS</b> 1650 Spruce Street, Suite 400 Riverside, California 92507 (951)787-8421 www.psomas.com	PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
	MNS	N/A	5	5

**EXHIBITS "D"**

**GRANT DEED**

**[See attached]**

DRAFT

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO,  
AND MAIL TAX STATEMENTS TO:

DesertXpress Enterprises, LLC  
8329 W. Sunset Road, Suite 150  
Las Vegas, NV 89113

APN(s): Portion of 0209-143-21  
and 0209-272-22

(Space above for Recorder's Use)  
Exempt From Recording Fee Per Government Code Section 27383

The undersigned grantor declares:

Documentary transfer tax is: \$ \_\_\_\_\_

- computed on full value of property conveyed, or  
 computed on full value, less value of liens and encumbrances remaining at time of sale.

## **GRANT DEED**

The undersigned grantor(s) declare(s):

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RANCHO CUCAMONGA ("City") and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"), collectively the "Grantor", hereby GRANT to DESERTXPRESS ENTERPRISES, LLC, a Nevada limited liability company ("Grantee") the land described on Exhibit "A-1", Exhibit "B-1" and Exhibit "C-1" and depicted on Exhibit "A-2", Exhibit "B-2" and Exhibit "C-2" and any improvements thereon (the "Property")

EXCEPTING THEREFROM in fee a portion of the Property described on Exhibit "C-1" and depicted on Exhibit "C-4" attached hereto ("Reserved Property").

EXCEPTING THEREFROM AND RESERVING UNTO GRANTOR a non-exclusive access easement appurtenant over that portion of the Property described on Exhibit "D-1" and depicted on Exhibit "D-2" and Exhibit "D-3" attached hereto in favor of the Reserved Property for access to and from Azusa Court for a driveway and mechanical, electrical or other miscellaneous conduit and equipment appurtenant to the operation of the Reserved Property for parking purposes.

EXCEPTING THEREFROM AND RESERVING UNTO GRANTOR a non-exclusive utility easement appurtenant over that portion of the Property described on Exhibit "D-1" and depicted on Exhibit "D-2" and Exhibit "D-4" attached hereto in favor of the Reserved Property for utilities to and from Azusa Court to service the Reserved Property. Following the installation of the utilities per plans approved by both Grantor and Grantee during the initial construction of the improvements on the Property by Grantee, the foregoing utility easement shall be replaced with a

utility easement within (1) the driveway easement area described on Exhibit “D-1” and depicted on Exhibit “D-2” and Exhibit “D-3” and (2) a utility easement five (5) feet (or such larger area, as necessary) on each side adjacent to each such installed utility between Azusa Court and the Reserved Property that provides utility service to the Reserved Property. For the avoidance of doubt, if Grantor desires to modify or add utilities in the future, Grantee shall have reasonable review and approval rights with respect to any such modification or addition.

EXCEPTING THEREFROM AND RESERVING UNTO GRANTOR a non-exclusive access easement over that portion of the Property shown and depicted on Exhibit “E” attached hereto, in favor of the adjacent transit center property to the west owned by the City and SBCTA described and depicted on Exhibit “F” attached hereto, for access to and from the north Metrolink platform via an underground tunnel.

SUBJECT TO, all matters of record and all matters visible upon a diligent inspection.

1. This grant of the Property is subject to the terms of a Disposition and Development Agreement entered into by and between Grantor and Grantee dated as of October 5, 2022 (as amended, the “DDA”), which includes an irrevocable parking license in favor of Grantor to the extent and for so long as the Property can be used for parking pending the required and contemplated development of the Property pursuant to the DDA.

2. As provided in, and subject to the provisions contained in, Section 5.2.2 of the DDA, the Grantor shall have the right, at its option, to reenter and take possession of the Property hereby conveyed, with all improvements thereon and to terminate and revert in Grantor the Property hereby conveyed to the Grantee (or its successors in interest).

3. Section 4.1 of the DDA contains specific and reasonable restrictions on transfer of the Property and on transfer of interests in Developer until completion of the Project, with certain specific exceptions. The Grantee covenants, for itself and its successors and assigns, to comply with such restrictions, which are hereby incorporated herein by reference.

4. Upon written request by Grantee, the City Manager of the City and the Executive Director of the SBCTA shall execute a “Certificate of Completion” in recordable form, cause it to be acknowledged and deliver it to Grantee for recording to confirm that such development has been timely completed in accordance with the DDA.

5. The covenants and restrictions in this Grant Deed shall bind, benefit and burden the Property, the Grantor and the Grantee and their respective successors, assigns and successors in interest to all or any portion of or interest in the Property.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth below.

Dated: \_\_\_\_\_, 2026

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

DRY-FILE

**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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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)

DRAFT

**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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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)

DRAFT

**EXHIBIT A TO GRANT DEED**  
**PROPERTY DESCRIPTION AND DEPICTION**

[SEE ATTACHED]

DRAFT

**EXHIBIT 'A-1'**  
**Legal Description**

**APN: 0209-143-21**

That portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on Parcel Map No. 14647, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of San Bernardino County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows:

**Commencing** at the northeast corner of said Section 13;

Thence along the easterly line of said Section 13 South 00°29'50" East 50.00 feet to the easterly prolongation of the northerly line of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation South 89°43'55" West 30.00 feet to the northeasterly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55" West 12.83 feet to the **Point of Beginning**;

Thence continuing along said northerly line South 89°43'55" West 346.26 feet;

Thence leaving said northerly line North 00°10'37" West 33.38 feet;

Thence North 87°50'29" East 346.61 feet;

Thence South 00°00'00" East 44.81 feet to the **Point of Beginning**;

Parcel contains 13,539 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibit 'A-2' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

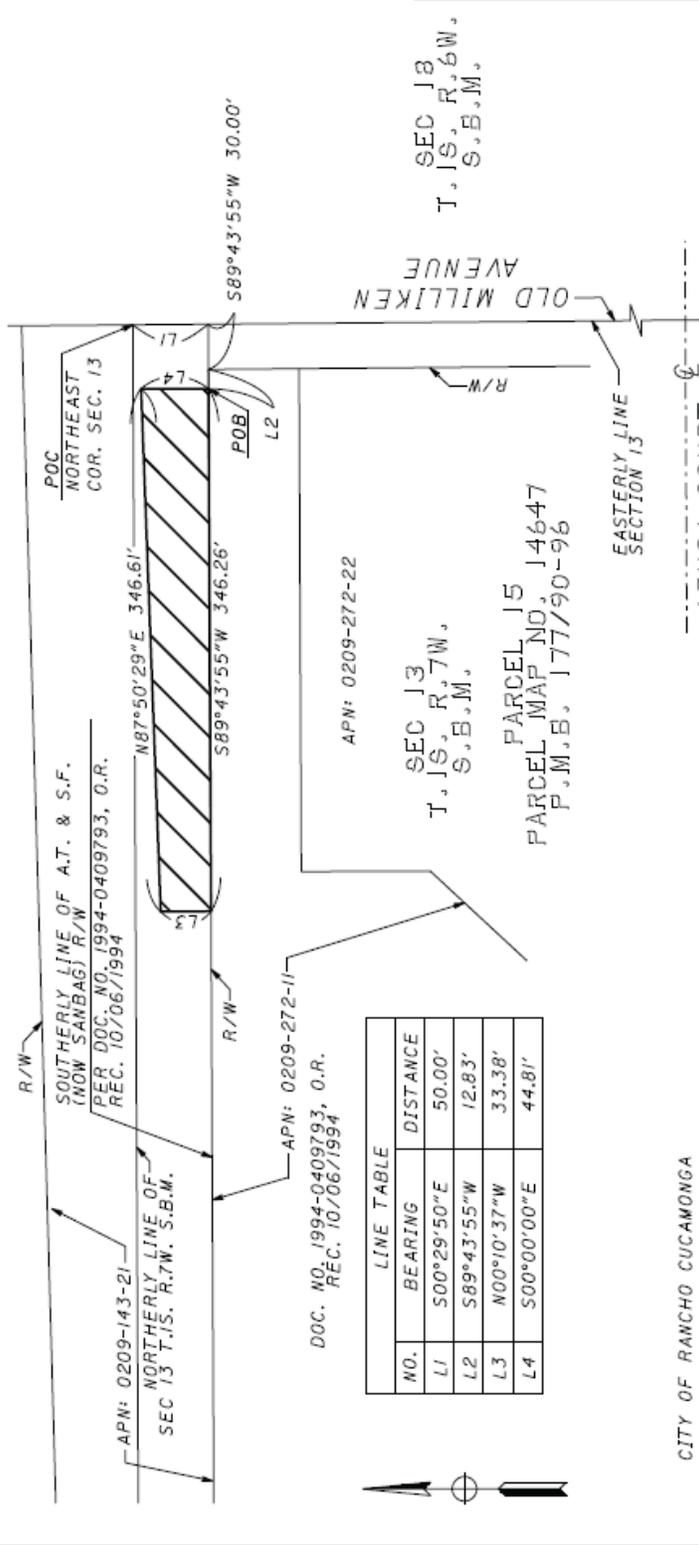
Date: 9/27/2022



DRAFT

# EXHIBIT 'A-2'

APN	TYPE OF ESTATE	AREA
0209-143-21	FEE	13,539 SF



LINE TABLE

NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	12.83'
L3	N00°10'37"W	33.38'
L4	S00°00'00"E	44.81'

THIS PLAT WAS PREPARED UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233  
 9/27/2022  
 DATE



CITY OF RANCHO CUCAMONGA  
 COUNTY OF SAN BERNARDINO

### LEGEND

- Indicates area to be acquired
- POC Point of Commencement
- POB Point of Beginning
- SF Square Feet
- R/W Right-of-Way

PREPARED BY:  
**PSOMAS**  
 1650 Spruce Street, Suite 400  
 Riverside, California 92507  
 1931787-9621 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
T.K.R.	1"=100'	1	1

SEC 18  
 T. 1S, R. 6W,  
 S.B.M.

SEC 13  
 T. 1S, R. 7W,  
 S.B.M.  
 PARCEL 15  
 P.M.B. 177790-96

DOC. NO. 1994-0409793, O.R.  
 REC. 10/06/1994

APN: 0209-272-11

APN: 0209-272-22

**EXHIBIT B TO GRANT DEED**

**PROPERTY DESCRIPTION AND DEPICTION (CONTINUED)**

[SEE ATTACHED]

DRAFT

**EXHIBIT 'B-1'**  
**Legal Description**

**APN: 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" East 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'40" an arc length of 60.71 feet;

Thence leaving said southwesterly line North 00°10'37" West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line North 89°43'55 East 346.26 feet to the **Point of Beginning**;

**Excepting** therefrom that portion of said Parcel 15 per said Parcel Map, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00'00" East 123.77 feet;

Thence North 90°00'00" West 11.14 feet to the **Point of Beginning**;

Thence South 00°00'00" East 139.00 feet;

Thence North 90°00'00" West 15.75 feet;

Thence South 00°00'00" East 34.50 feet;

Thence South 89°53'05" East 15.75 feet;

Thence South 00°00'00" East 258.88 feet;

Thence North 90°00'00" West 16.42 feet;

Thence South 00°00'00" East 12.08 feet;

Thence North 90°00'00" West 201.25 feet;

Thence North 00°00'00" East 13.41 feet;

Thence North 89°53'05" West 28.33 feet;

Thence North 00°00'00" West 180.28 feet;

Thence North 90°00'00" West 62.00 feet;

Thence North 00°00'00" West 250.75 feet;

Thence North 90°00'00" East 61.42 feet to a point hereinafter referred to as **Point "A"**;

Thence leaving said **Point "A"** North 90°00'00" East 159.64 feet to a point hereinafter referred to as **Point "B"**;

Thence leaving said **Point "B"** North 90°00'00" East 86.94 feet to the **Point of Beginning**;

**Together** with that portion of the land described below as **Parcel "C"** and **Parcel "D"**.

**Parcel "C"**

**Commencing** at the above-described **Point "A"**,

Thence leaving said **Point "A"** South 00°00'00" East 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 25.17 feet;

Thence South 00°06'55" West 15.26 feet;

Thence North 89°53'05" West 25.14 feet;

Thence North 00°00'00" East 15.21 feet to the **Point of Beginning**;

**AND**

**Parcel "D"**

**Commencing** at the above-described **Point "B"**,

Thence leaving said **Point "B"** South 00°00'00" West 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the **Point of Beginning**;

Gross Area contains 201,607 square feet, more or less.

Excepted Area contains approximately 122,890 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibits 'B-2', 'B-3' and 'B-4' attached hereto and made a part hereof.

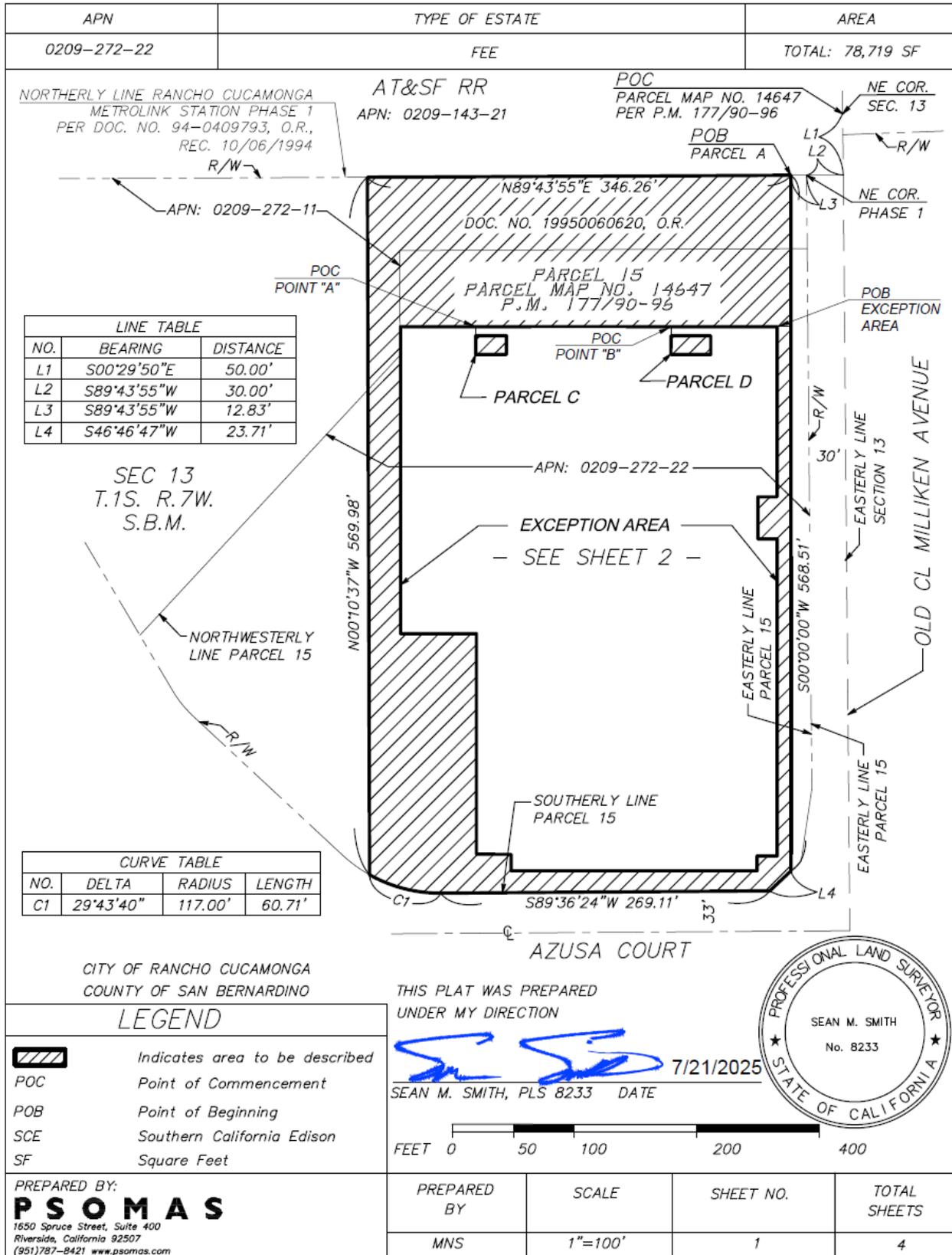
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

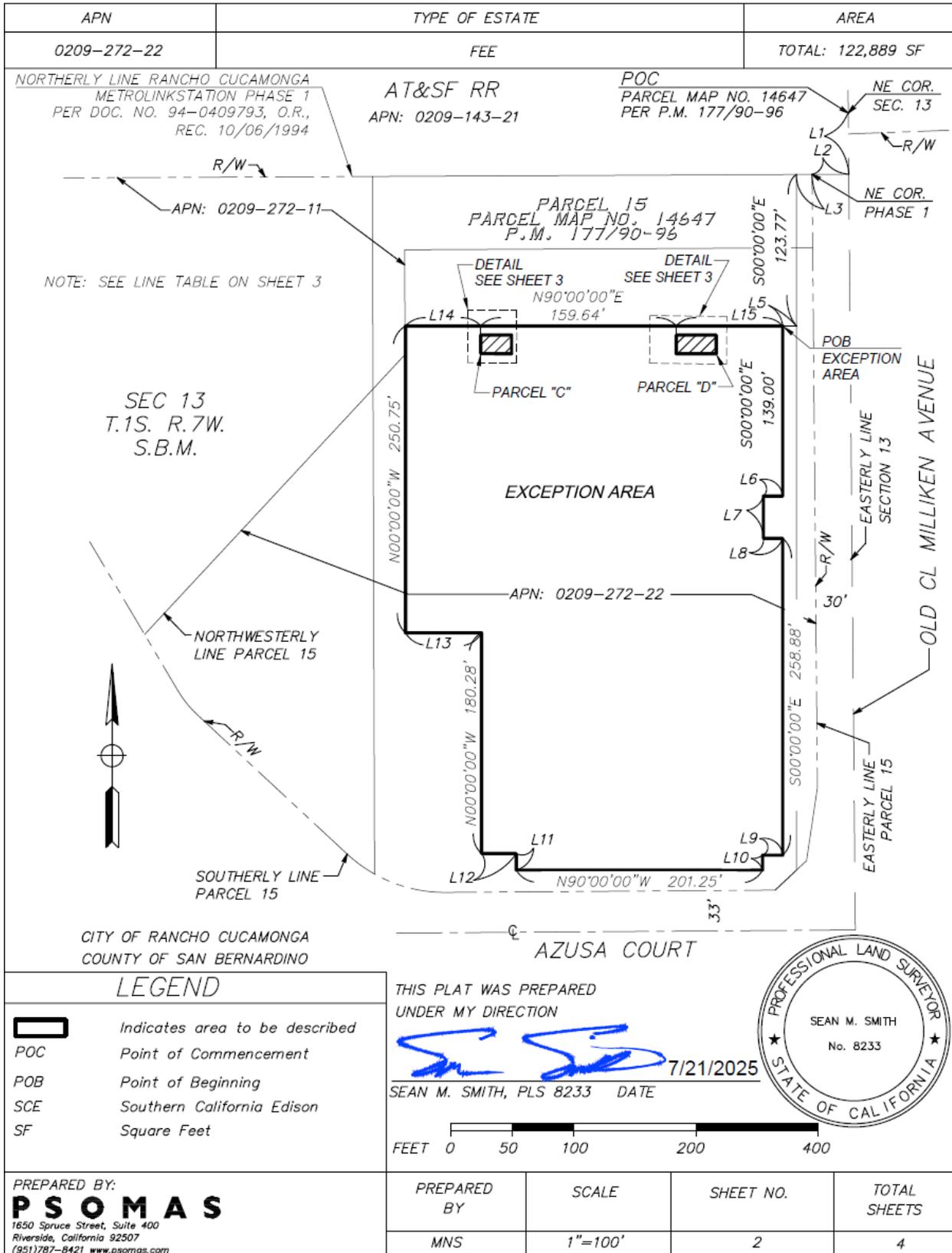


Date: 7/21/2025

# EXHIBIT 'B-2'



# EXHIBIT 'B-3'

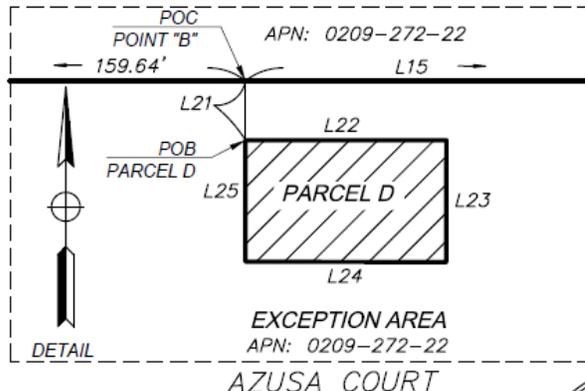
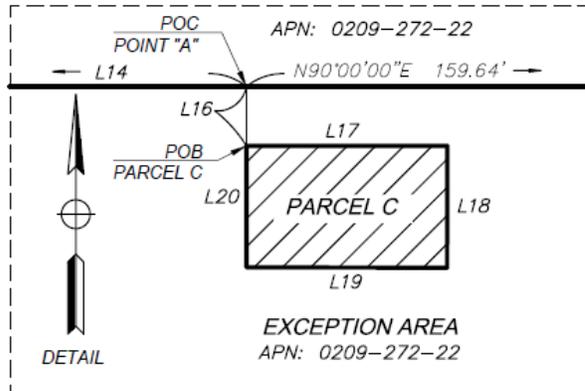


# EXHIBIT 'B-4'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	S46°46'47"W	23.71'
L5	N90°00'00"W	11.14'
L6	N90°00'00"W	15.75'
L7	S00°00'00"E	34.50'
L8	S89°53'05"E	15.75'
L9	N90°00'00"W	16.42'
L10	S00°00'00"E	12.08'
L11	N00°00'00"E	13.41'
L12	N89°53'05"W	28.33'
L13	N90°00'00"W	62.00'
L14	N90°00'00"E	61.42'
L15	N90°00'00"E	86.94'
L16	S00°00'00"E	7.42'
L17	N90°00'00"E	25.17'
L18	S00°06'55"W	15.26'
L19	N89°53'05"W	25.14'
L20	N00°00'00"E	15.21'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	S00°00'00"E	7.42'
L22	N90°00'00"E	32.61'
L23	S00°00'00"E	15.32'
L24	N89°53'05"W	32.64'
L25	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA  
COUNTY OF SAN BERNARDINO

AZUSA COURT

LEGEND	
	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED  
UNDER MY DIRECTION

SEAN M. SMITH, PLS 8233      DATE 7/21/2025



PREPARED BY:  
**PSOMAS**  
1650 Spruce Street, Suite 400  
Riverside, California 92507  
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
MNS	1"=100'	3	4

**EXHIBIT C TO GRANT DEED**

**PROPERTY DESCRIPTION AND DEPICTION (CONTINUED) AND DESCRIPTION  
AND DEPICTION OF THE RESERVED PROPERTY**

[SEE ATTACHED]

DRAFT

**EXHIBIT 'C-1'**  
**Legal Description**

**APN: 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00'00" East 123.77 feet;

Thence North 90°00'00" West 11.14 feet to the **Point of Beginning**;

Thence South 00°00'00" East 139.00 feet;

Thence North 90°00'00" West 15.75 feet;

Thence South 00°00'00" East 34.50 feet;

Thence South 89°53'05" East 15.75 feet;

Thence South 00°00'00" East 258.88 feet;

Thence North 90°00'00" West 16.42 feet;

Thence South 00°00'00" East 12.08 feet;

Thence North 90°00'00" West 201.25 feet;

Thence North 00°00'00" East 13.41 feet;

Thence North 89°53'05" West 28.33 feet;

Thence North 00°00'00" West 180.28 feet;

Thence North 90°00'00" West 62.00 feet;

Thence North 00°00'00" West 250.75 feet;

Thence North 90°00'00" East 61.42 feet to a point hereinafter referred to as **Point "A"**;

Thence leaving said **Point "A"** North 90°00'00" East 159.64 feet to a point hereinafter referred to as **Point "B"**;

Thence leaving said **Point "B"** North 90°00'00" East 86.94 feet to the **Point of Beginning**;

**Excepting therefrom** with that portion of the land described below as **Parcel "C"** and **Parcel "D"**.

**Parcel "C"**

**Commencing** at the above-described **Point "A"**,

Thence leaving said **Point "A"** South 00°00'00" East 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 25.17 feet;

Thence South 00°06'55" West 15.26 feet;

Thence North 89°53'05" West 25.14 feet;

Thence North 00°00'00" East 15.21 feet to the **Point of Beginning**;

**AND**

**Parcel "D"**

**Commencing** at the above-described **Point "B"**,

Thence leaving said **Point "B"** South 00°00'00" West 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the **Point of Beginning**;

Gross Area contains 123,770 square feet, more or less.

Excepted Area contains approximately 882 square feet, more or less.

**Excluding therefrom**, in favor of the City of Rancho Cucamonga and San Bernardino County Transportation Authority, the Reserved Property, which consists of the air space above the above-described land, contained between a horizontal plane eight (8) feet above the existing ground surface and existing ground surface.

The foregoing 8-foot-tall portion shall exist prior to the construction of improvements by Grantee at an elevation range between 1109-1117 above mean sea level and following the construction of improvements by Grantee, the lower boundary of such 8-foot-tall portion shall commence at the finished ground floor surface and continue directly 8 feet above, as measured perpendicularly to the finished ground floor surface described in a Certificate of Compliance recorded by the City Engineer within 30 days after the completion of construction.

The level plane elevation described above is expressed in terms of North American Vertical Datum of 1988. The elevation is based on the San Bernardino County Benchmark No. UF206 with a published elevation of 1,114.07 feet above mean sea level.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibits 'C-2', 'C-3' and "C-4" attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

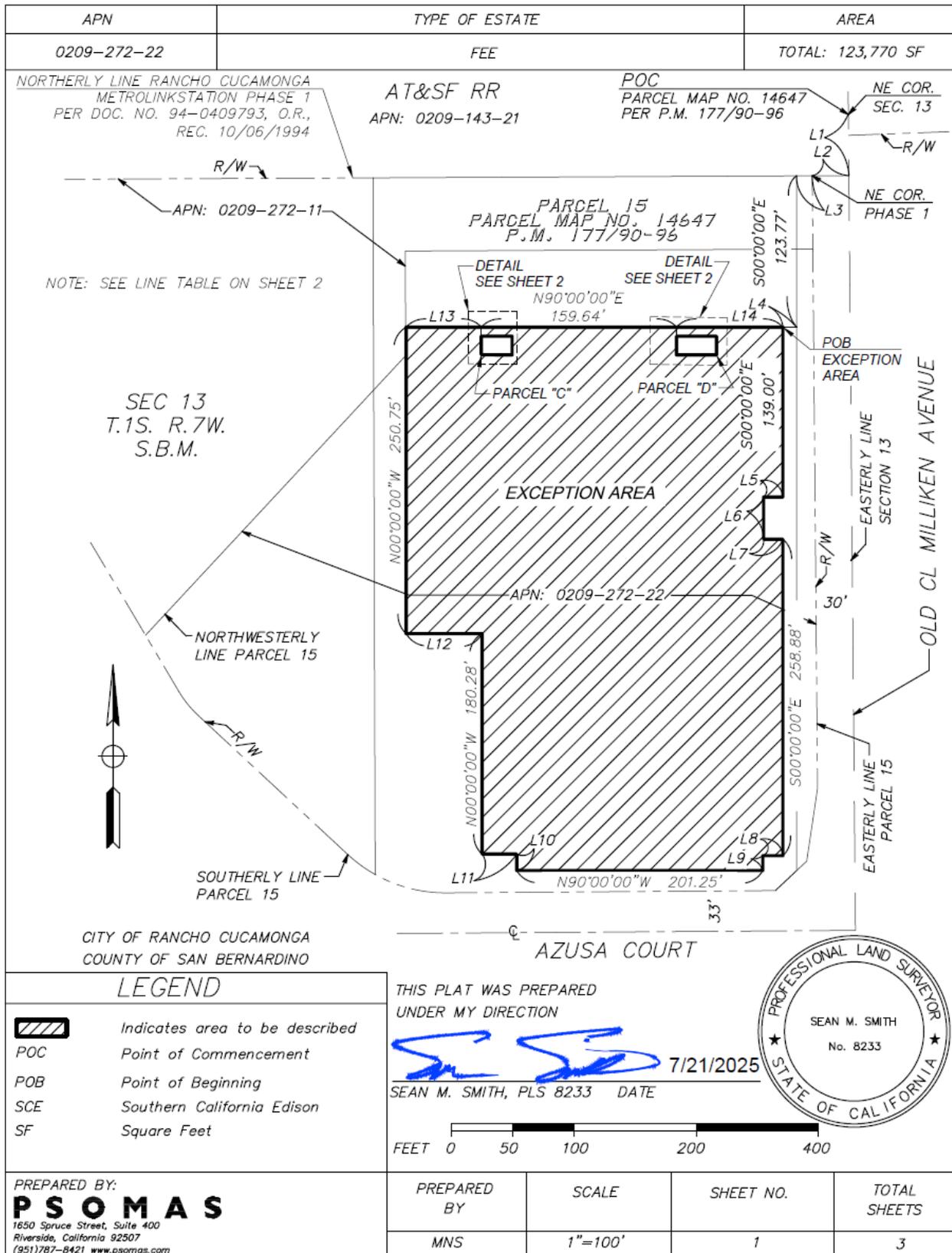
Signature:   
Sean M. Smith, PLS 8233



Date: 7/21/2025

DRAFT

# EXHIBIT 'C-2'



LEGEND	
	Indicates area to be described
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED  
UNDER MY DIRECTION

7/21/2025

SEAN M. SMITH, PLS 8233 DATE

FEET 0 50 100 200 400

PREPARED BY:  
**PSOMAS**  
1650 Spruce Street, Suite 400  
Riverside, California 92507  
(951)787-8421 www.psomas.com

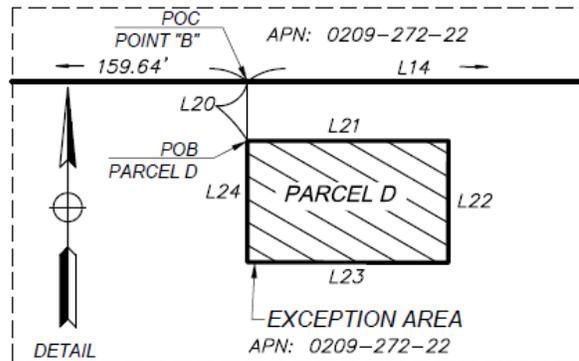
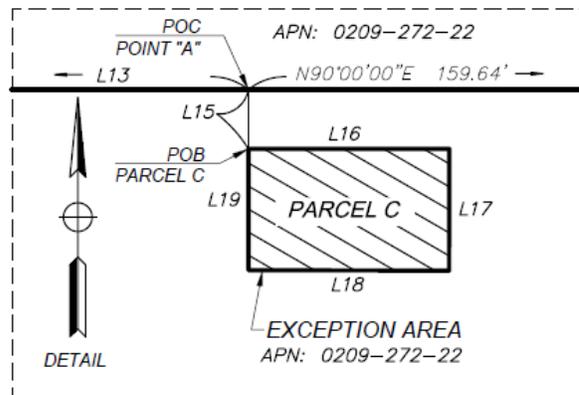
PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
MNS	1"=100'	1	3

# EXHIBIT 'C-3'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'
L3	S89°43'55"W	12.83'
L4	N90°00'00"W	11.14'
L5	N90°00'00"W	15.75'
L6	S00°00'00"E	34.50'
L7	S89°53'05"E	15.75'
L8	N90°00'00"W	16.42'
L9	S00°00'00"E	12.08'
L10	N00°00'00"E	13.41'
L11	N89°53'05"W	28.33'
L12	N90°00'00"W	62.00'
L13	N90°00'00"E	61.42'
L14	N90°00'00"E	86.94'
L15	S00°00'00"E	7.42'
L16	N90°00'00"E	25.17'
L17	S00°06'55"W	15.26'
L18	N89°53'05"W	25.14'
L19	N00°00'00"E	15.21'
L20	S00°00'00"E	7.42'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N90°00'00"E	32.61'
L22	S00°00'00"E	15.32'
L23	N89°53'05"W	32.64'
L24	N00°06'55"E	15.25'



CITY OF RANCHO CUCAMONGA  
COUNTY OF SAN BERNARDINO

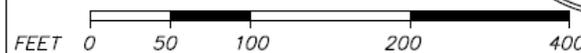
AZUSA COURT

LEGEND	
	Indicates area to be excepted
POC	Point of Commencement
POB	Point of Beginning
SCE	Southern California Edison
SF	Square Feet

THIS PLAT WAS PREPARED  
UNDER MY DIRECTION

7/21/2025

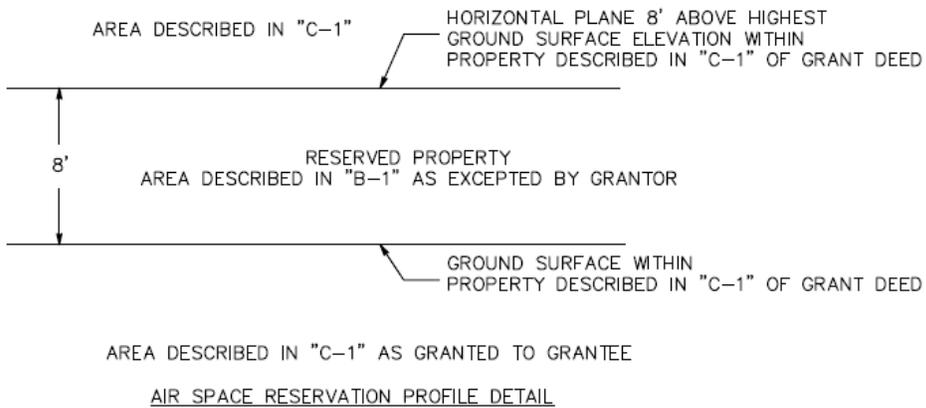
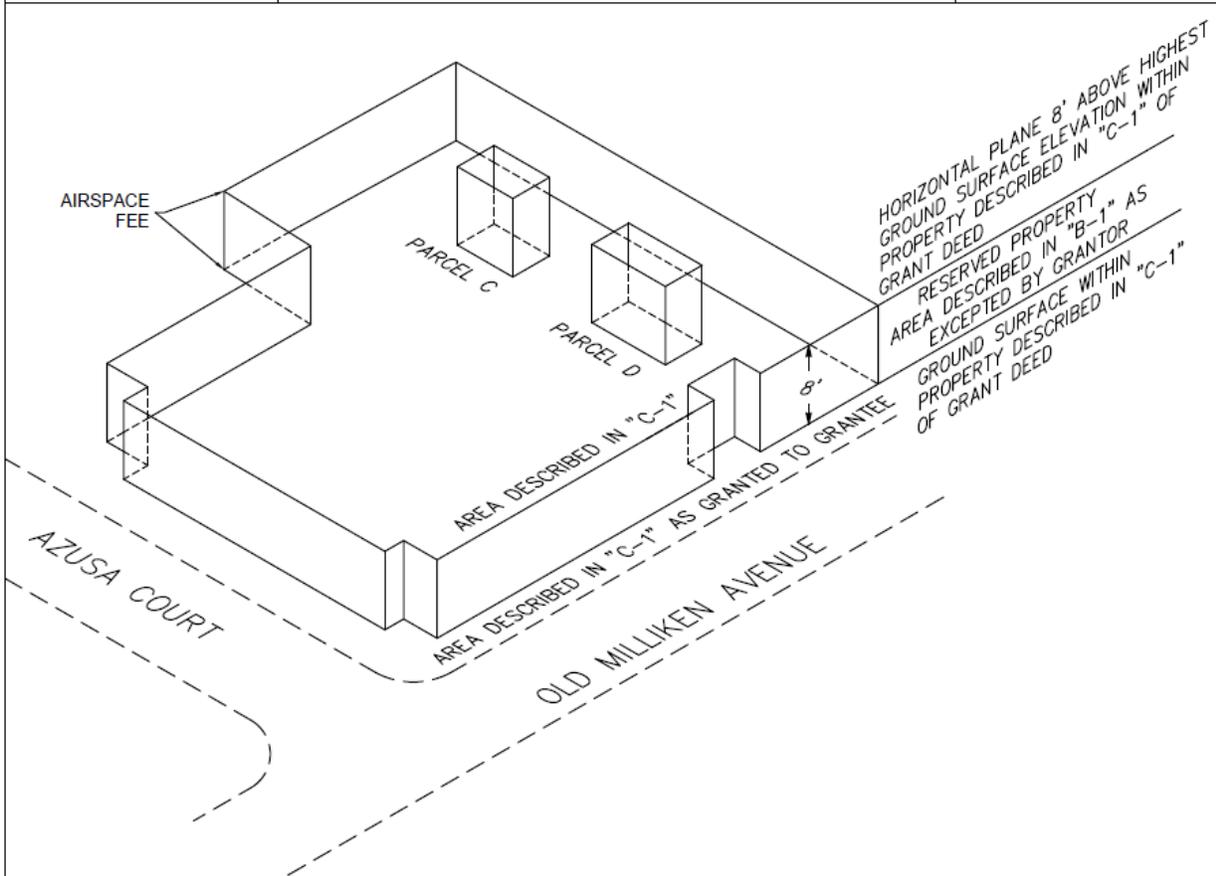
SEAN M. SMITH, PLS 8233      DATE



PREPARED BY: <b>PSOMAS</b> <small>1650 Spruce Street, Suite 400 Riverside, California 92507 (951)787-8421 www.psomas.com</small>	PREPARED BY MNS	SCALE 1"=100'	SHEET NO. 2	TOTAL SHEETS 3
--	--------------------	------------------	----------------	-------------------

# EXHIBIT 'C-4'

APN	TYPE OF ESTATE	AREA
0209-272-22	FEE	TOTAL: N/A



CITY OF RANCHO CUCAMONGA  
COUNTY OF SAN BERNARDINO

PREPARED BY: <b>PSOMAS</b> <small>1650 Spruce Street, Suite 400 Riverside, California 92507 (951)787-8421 www.psomas.com</small>	PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
	MNS	N/A	3	3

**EXHIBIT D TO GRANT DEED**

**DESCRIPTION AND DEPICTION OF DRIVEWAY AND UTILITY EASEMENT**

[SEE ATTACHED]

DRAFT

**EXHIBIT 'D-1'**

**Description of the Driveway and Utility Easement**

**APN: 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, described as follows:

**Parcel "A" - Driveway Easement**

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83;

Thence South 00°00'00" West 568.51 feet to the northerly right of way of Azusa Avenue, as shown on said Parcel Map;

Thence along said northerly right of way the following four (4) courses:

- 1) Thence South 46°46'47" West 0.63 feet to a point hereinafter referred to as **Point "A"**;
- 2) Thence South 46°46'47" West 23.08 feet to the southerly line of said Parcel 15;
- 3) Thence South 89°36'24" West 133.70 feet to the **Point of Beginning**;
- 4) Thence South 89°36'24" West 30.75 feet;

Thence North 00°00'00" West 16.93 feet;

Thence South 90°00'00" East 30.75 feet;

Thence South 00°00'00" West 16.72 feet to the **Point of Beginning**.

Parcel contains 517 square feet, more or less.

**AND**

**Parcel "B" – Utility Easement**

**Beginning** at the above-described **Point "A"**;

Thence along said northerly right of way the following three (3) courses:

- 1) Thence South 46°46'47" West 23.08 feet to the southerly line of said Parcel 15;
- 2) Thence South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;
- 3) Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'39" an arc length of 60.70 feet;

Thence leaving said southerly line North 00°10'37" West 2.65 feet;

Thence North 90°00'00" East 344.04 feet to the **Point of Beginning**.

Parcel contains 5,381 square feet, more or less.

See Exhibits 'D-2', 'D-3' and 'D-4' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).



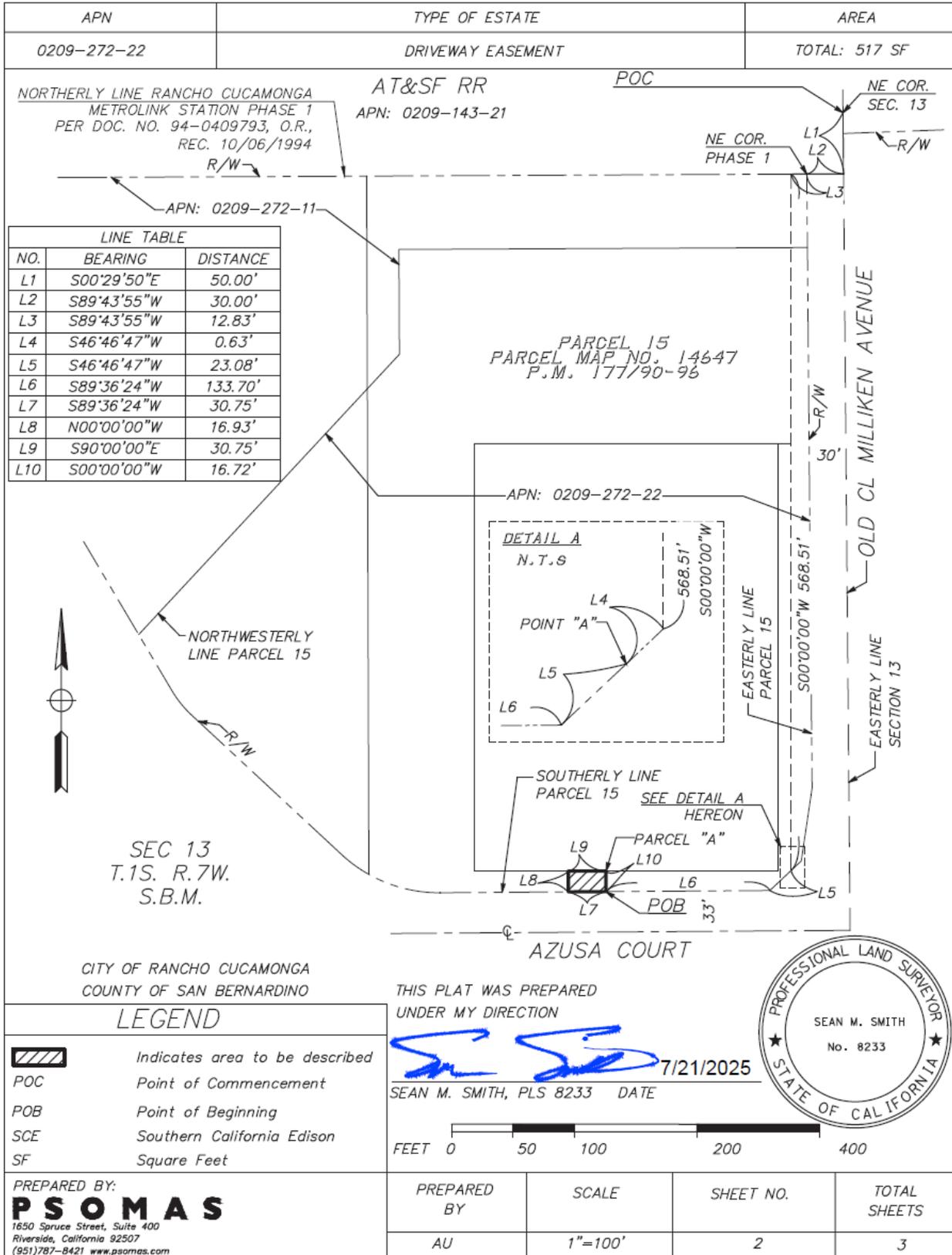
Signature:   
Sean M. Smith, PLS 8233

Date: 7/21/2025

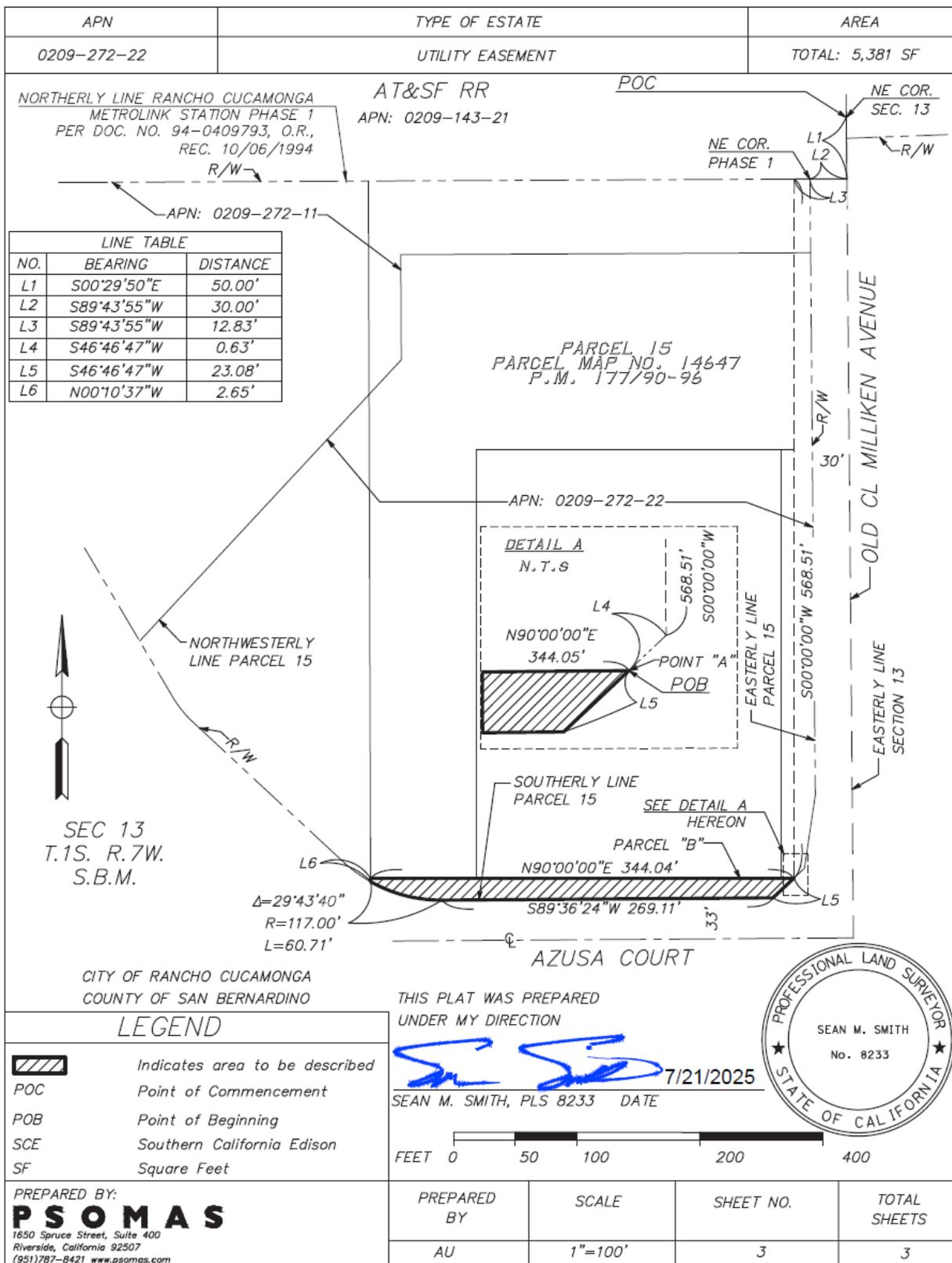
DRAFT



# EXHIBIT 'D-3'-DRIVEWAY



# EXHIBIT 'D-4'-UTILITY



**EXHIBIT E TO GRANT DEED**

**DESCRIPTION AND DEPICTION OF ACCESS EASEMENT TO  
THE UNDERGROUND PEDESTRIAN METROLINK TUNNEL**

[SEE ATTACHED]

DRAFT

**EXHIBIT 'E-1'**

**Description of Access Easement to the Underground Pedestrian Metrolink Tunnel**

**APN: 0209-143-21**

That portion of portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of the Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 352.93 feet to the **Point of Beginning**;

Thence continuing along said northerly line South 89°43'55 West 6.16 feet;

Thence leaving said northerly line North 00°10'37" West 33.38 feet;

Thence North 87°50'29" East 24.23 feet;

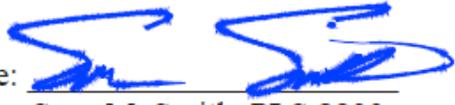
Thence South 27°38'38" West 38.68 feet to the **Point of Beginning**.

Parcel contains 509 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibits 'E-2' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

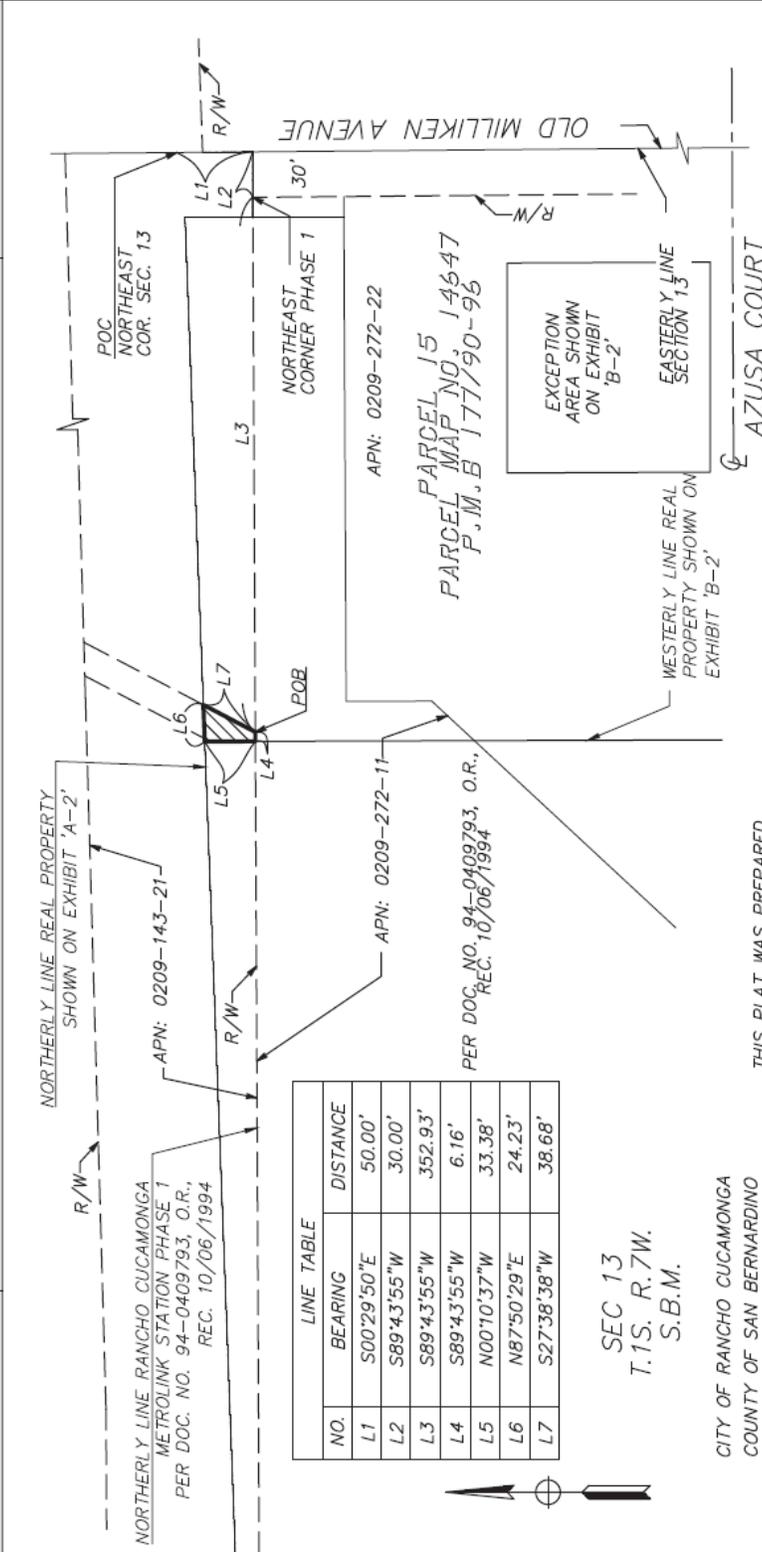
Date: 7/21/2025

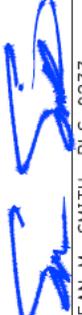


DRAFT

# EXHIBIT 'E-2'

APN	TYPE OF ESTATE	AREA
0209-143-21	EASEMENT	509 SF



THIS PLAT WAS PREPARED UNDER MY DIRECTION  
  
 SEAN M. SMITH, PLS 8233  
 DATE 7/21/2025



PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
TKR	1"=100'	1	1

LEGEND  
 Indicates area to be acquired  
 POC Point of Commencement  
 POB Point of Beginning  
 SF Square Feet  
 R/W Right-of-Way

PREPARED BY:  
**PSOMAS**  
 1650 Spruce Street, Suite 400  
 Riverside, California 92507  
 (951)787-8421 www.psomas.com

**EXHIBIT F TO GRANT DEED**

**DESCRIPTION AND DEPICTION OF THE ADJACENT TRANSIT CENTER**

**APN: 0209-272-11 & 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with that portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

All that portion of said Parcel 15, together with all that portion of said Rancho Cucamonga Metrolink Station Phase I;

**Excepting** therefrom that portion lying easterly of the following described line:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation of said northerly line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 359.10 feet to the **Point of Beginning**;

Thence South 00°10'37" East 569.98 feet to the southerly line of said Parcel 15, also being the **Point of Terminus**;

Parcel contains 227,529 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.00 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibit 'F-2' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

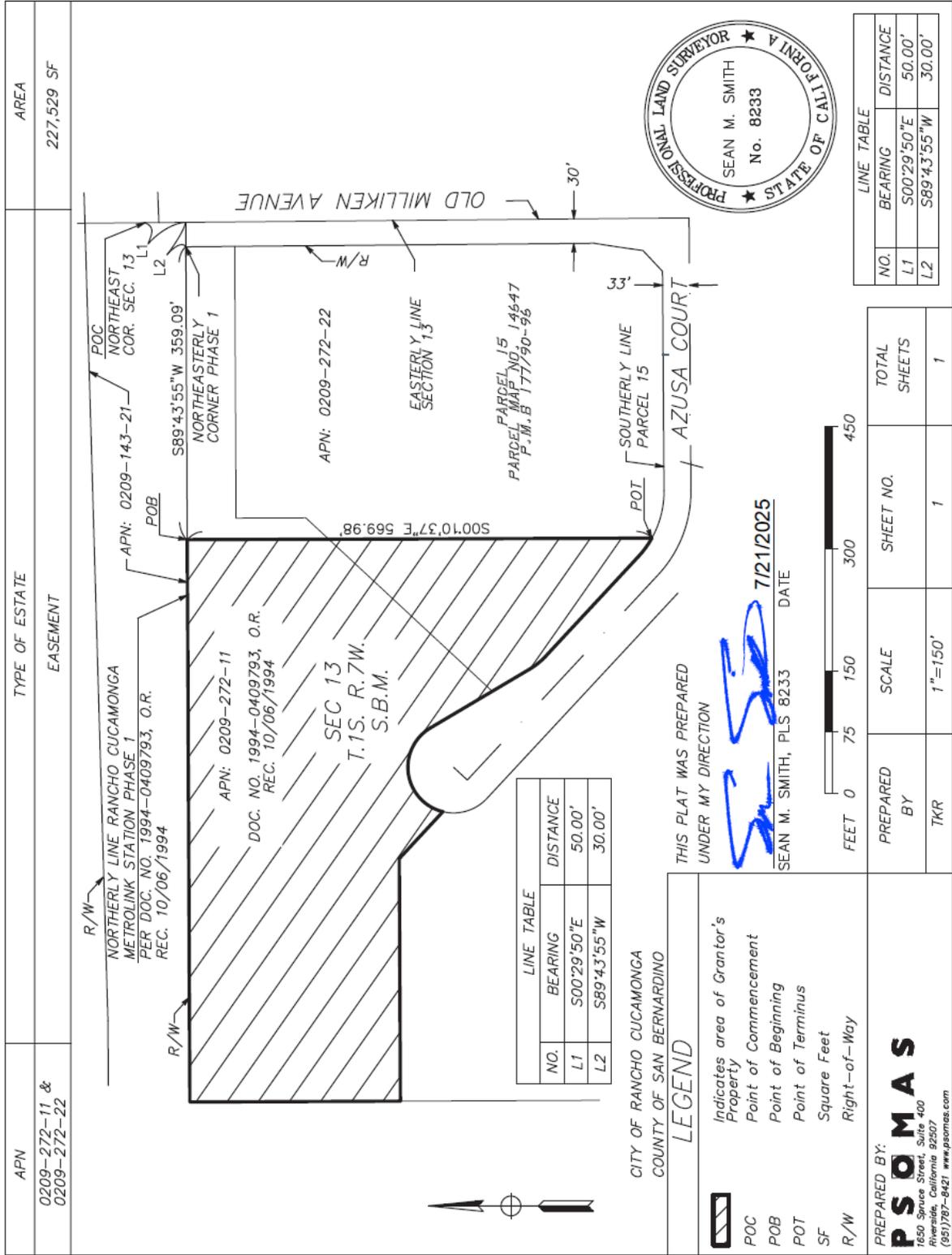


Signature:   
Sean M. Smith, PLS 8233

Date: 7/21/2025

DRAFT

# EXHIBIT 'F-2'



APN	TYPE OF ESTATE	AREA
0209-272-11 & 0209-272-22	EASEMENT	227,529 SF

NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'



THIS PLAT WAS PREPARED UNDER MY DIRECTION

*[Signature]* 7/21/2025  
 SEAN M. SMITH, PLS 8233 DATE

CITY OF RANCHO CUCAMONGA  
 COUNTY OF SAN BERNARDINO

**LEGEND**

- Indicates area of Grantor's Property
- Point of Commencement
- Point of Beginning
- Point of Terminus
- Square Feet
- Right-of-Way

NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
TKR	1"=150'	1	1

PREPARED BY:  
**PSOMAS**  
 1650 Spruce Street, Suite 400  
 Riverside, California 92507  
 (951)787-6421 www.psomas.com

**EXHIBIT "D2" TO MILLIKEN TRIANGLE EASEMENT**

**EXHIBIT 'D2'**

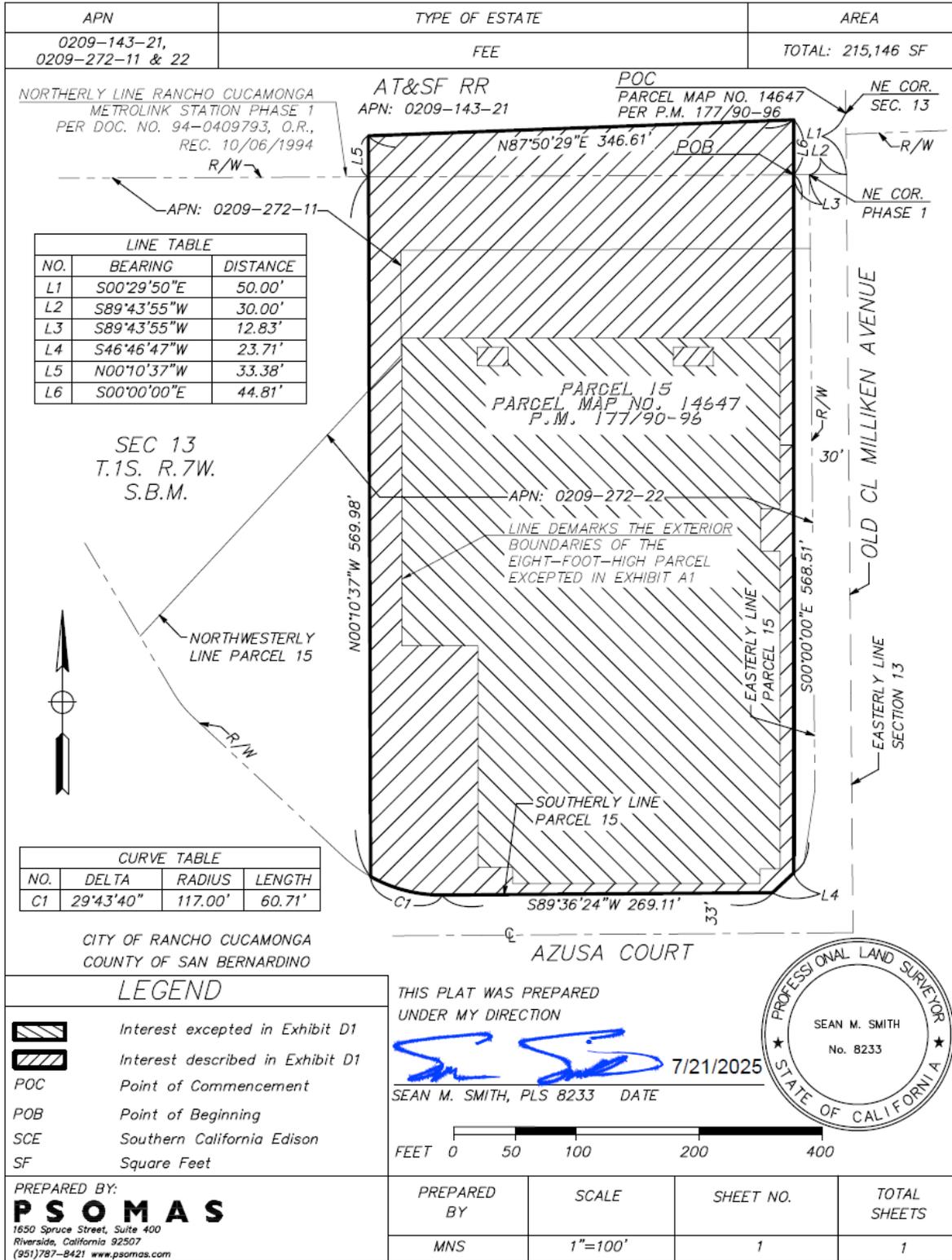


EXHIBIT "D2" TO  
MILLIKEN  
TRIANGLE  
EASEMENT

**EXHIBIT "C-1"**

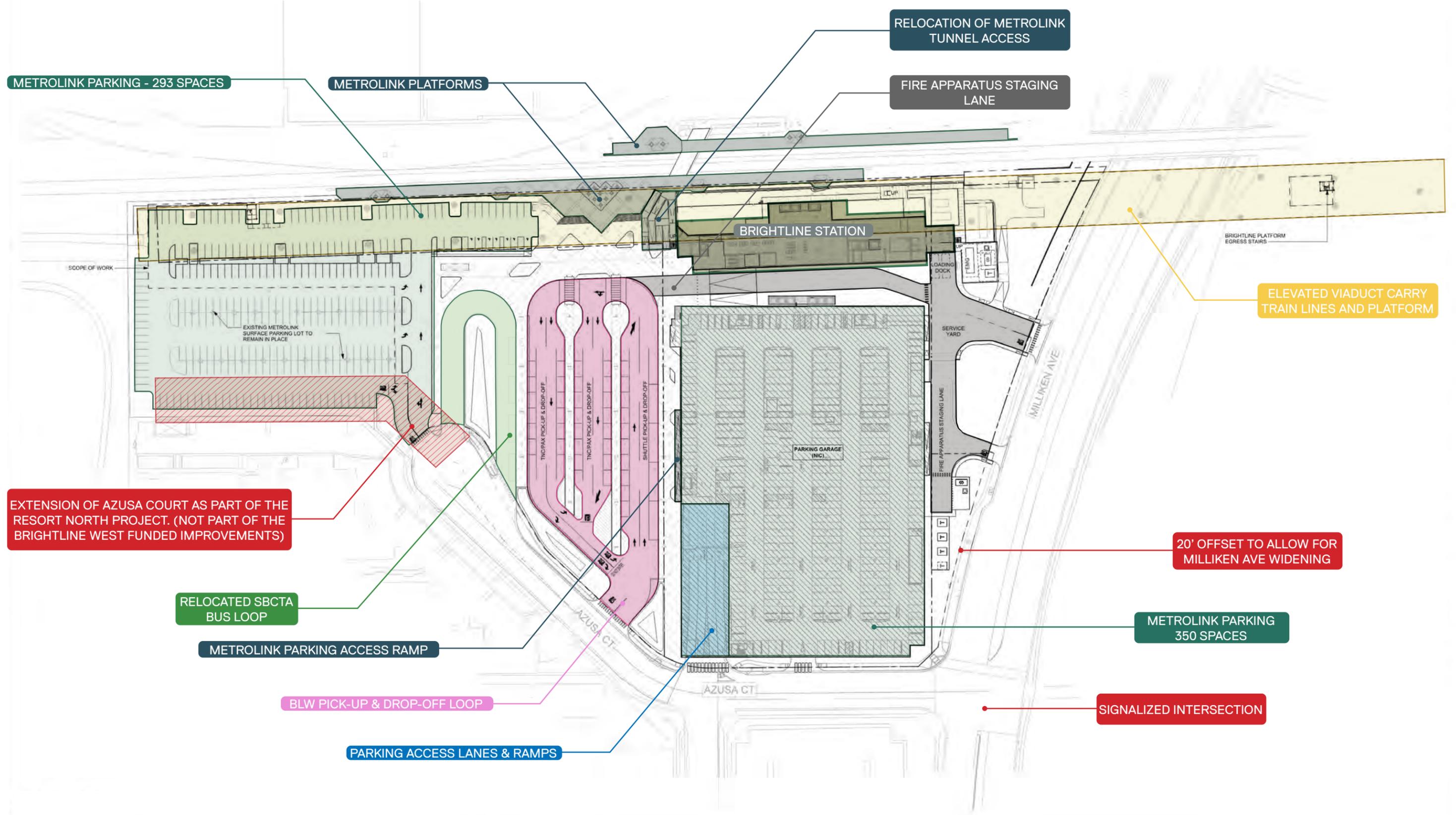
**SITE PLAN**

**[See attached]**

DRAFT

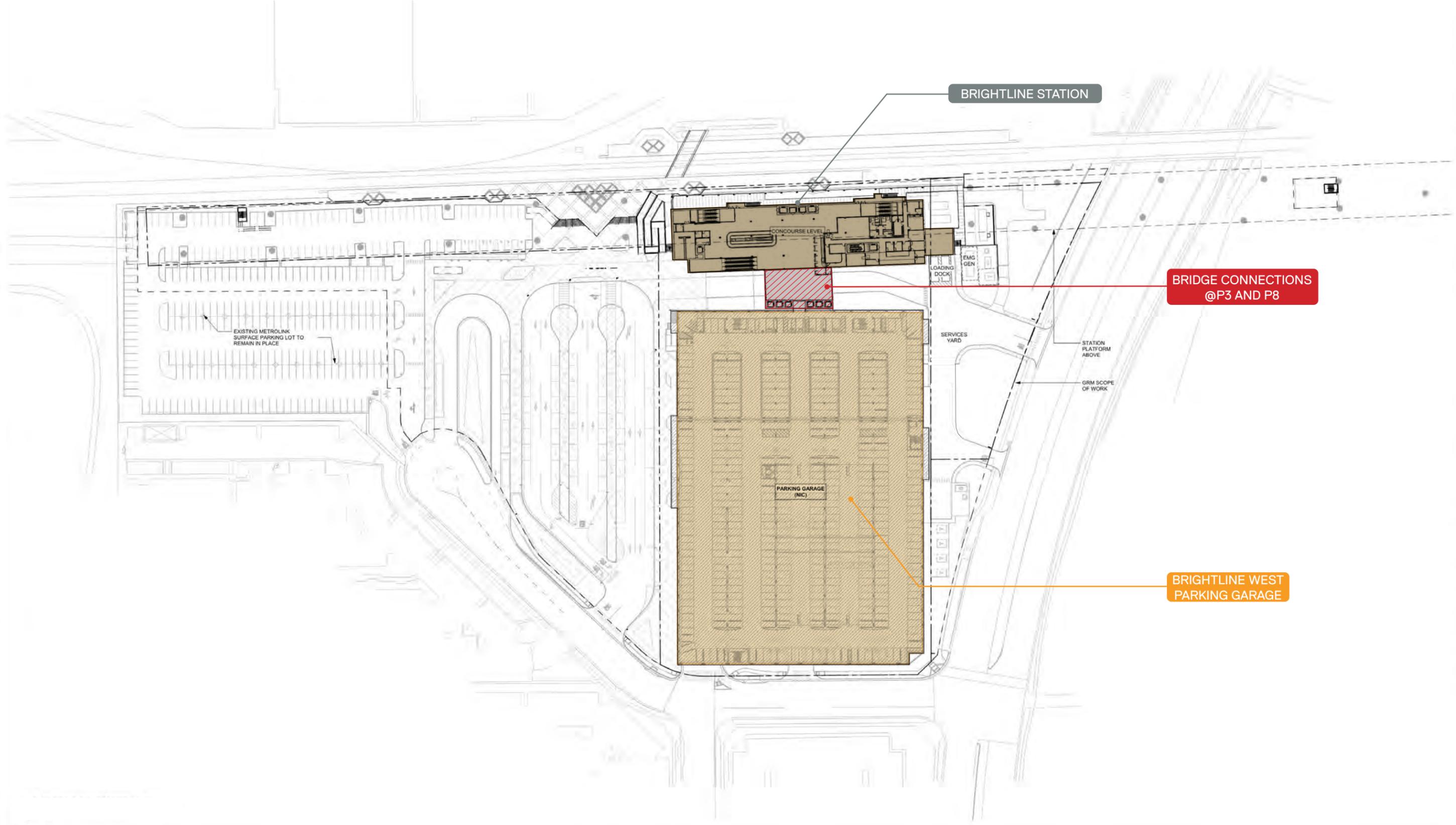
# Site Plan

## Ground Level / P1 Parking Level



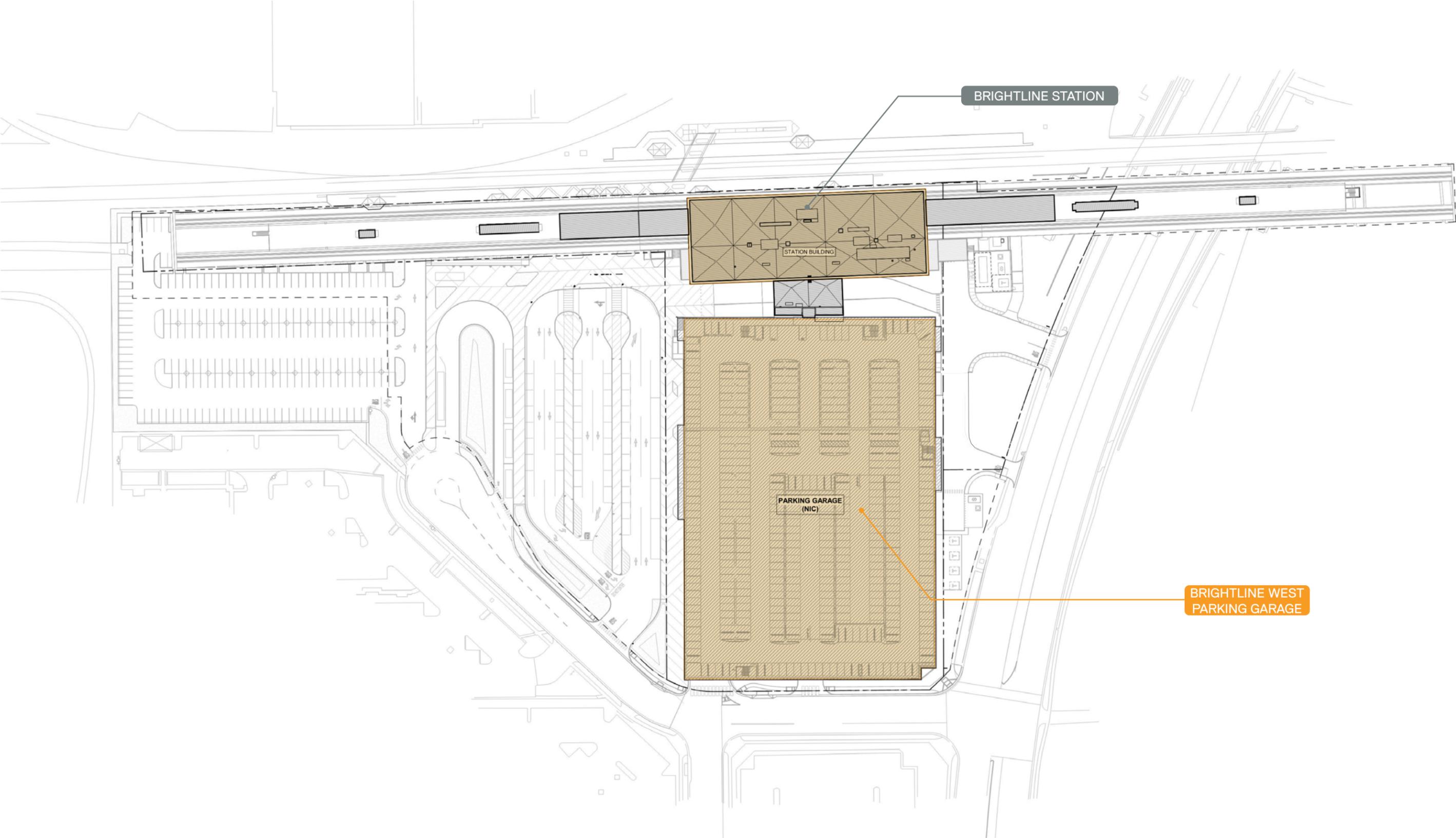
# Site Plan

## Concourse Level / P3 Parking Level



# Site Plan

## Typical Parking Level Plan



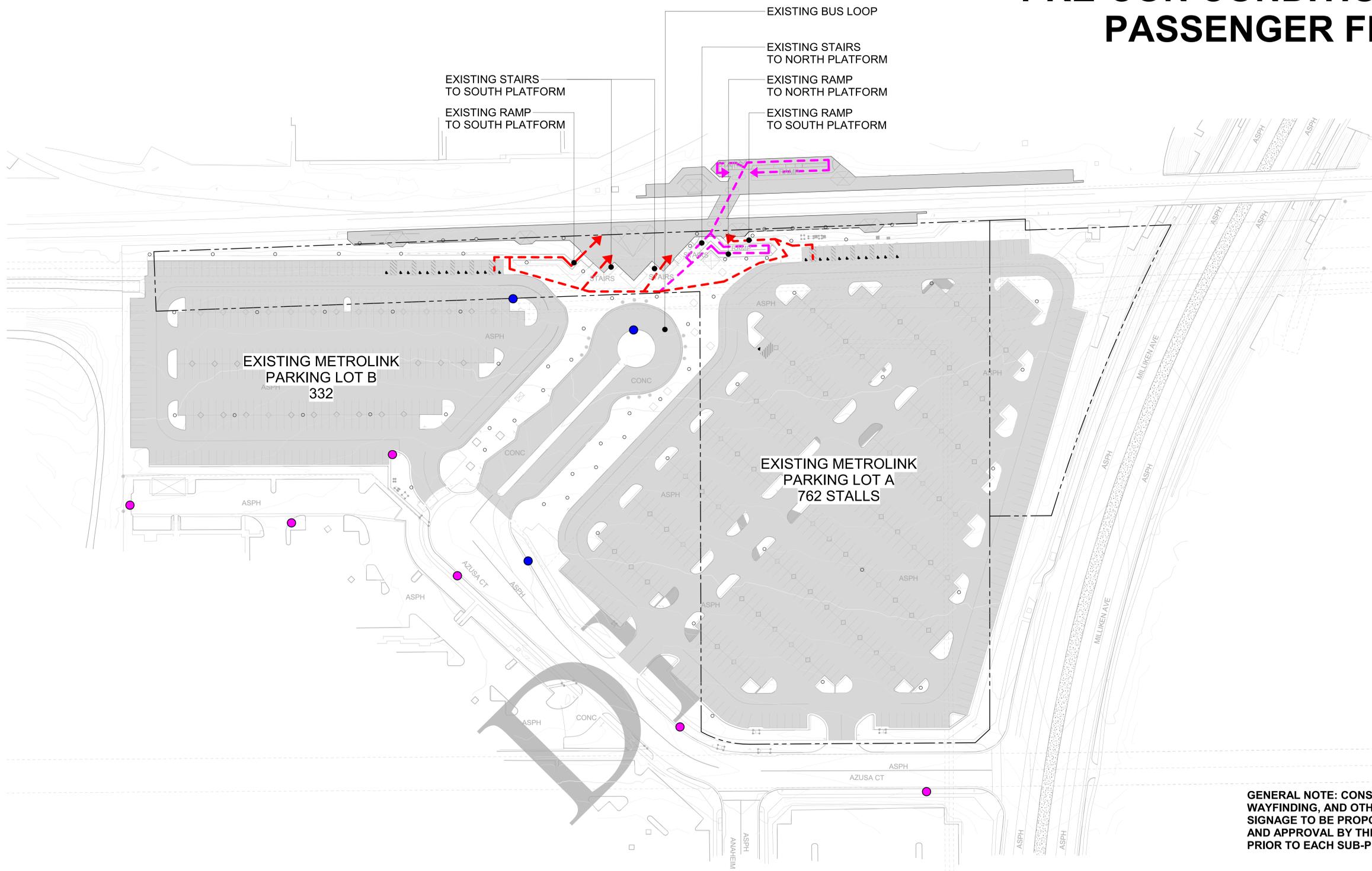
**EXHIBIT "C-2"**

**PHASING SCHEDULE**

**[See attached]**

DRAFT

# PRE-CON CONDITIONS - PASSENGER FLOW



**GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.**

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION

STAMP

**GENERAL NOTES**

**ENABLING WORKS LEGEND**

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- DEMO AREA
- BUILDING OUTLINE
- PROPERTY LINE
- CONSTRUCTION FENCE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER
- NEW UTILITIES
- K-RAIL
- EXISTING SCE DUCTBANK
- EXISTING HYDRANT
- RELOCATED HYDRANT
- TO BE RELOCATED
- NEW HYDRANT

**TEMPORARY SIGNAGE LEGEND**

- TO NORTH PLATFORM
- TO SOUTH PLATFORM
- METRO PARKING
- ADDITIONAL METRO PARKING
- TO STATION
- TO PLATFORMS
- BUSES ONLY

**PARKING COUNT**

LOT A - STANDARD	751
LOT A - ADA	11
LOT B - STANDARD	320
LOT B - ADA	12
<b>TOTAL ADA STALLS</b>	<b>23</b>
<b>TOTAL STANDARD STALLS</b>	<b>1,071</b>
<b>GRAND TOTAL</b>	<b>1,094</b>

**FOR INFORMATION ONLY**

PROJECT NUMBER	DRAWN	Author
22052	CHECKED	Checker
	SCALE	1" = 50'-0"
	ISSUED	

STATUS  
**ENABLING WORKS PROGRESS**  
09/24/25

DRAWING TITLE  
**EXISTING SITE PLAN**



# PHASE 1A: 3 MONTHS

RELOCATE EXISTING TRAIN TICKET MACHINE, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

OFF-HOURS WORK TO BE DONE TO KEEP BUS LOOP ACCESS OPEN AT ALL TIMES DURING DAY. INTERIM CLOSURES USING TYPE I, II, OR III BARRICADES, REFER TO SHEET A01-500-EW.

ACCESS TO SOUTH PLATFORM RAMP AND STAIRS TO REMAIN

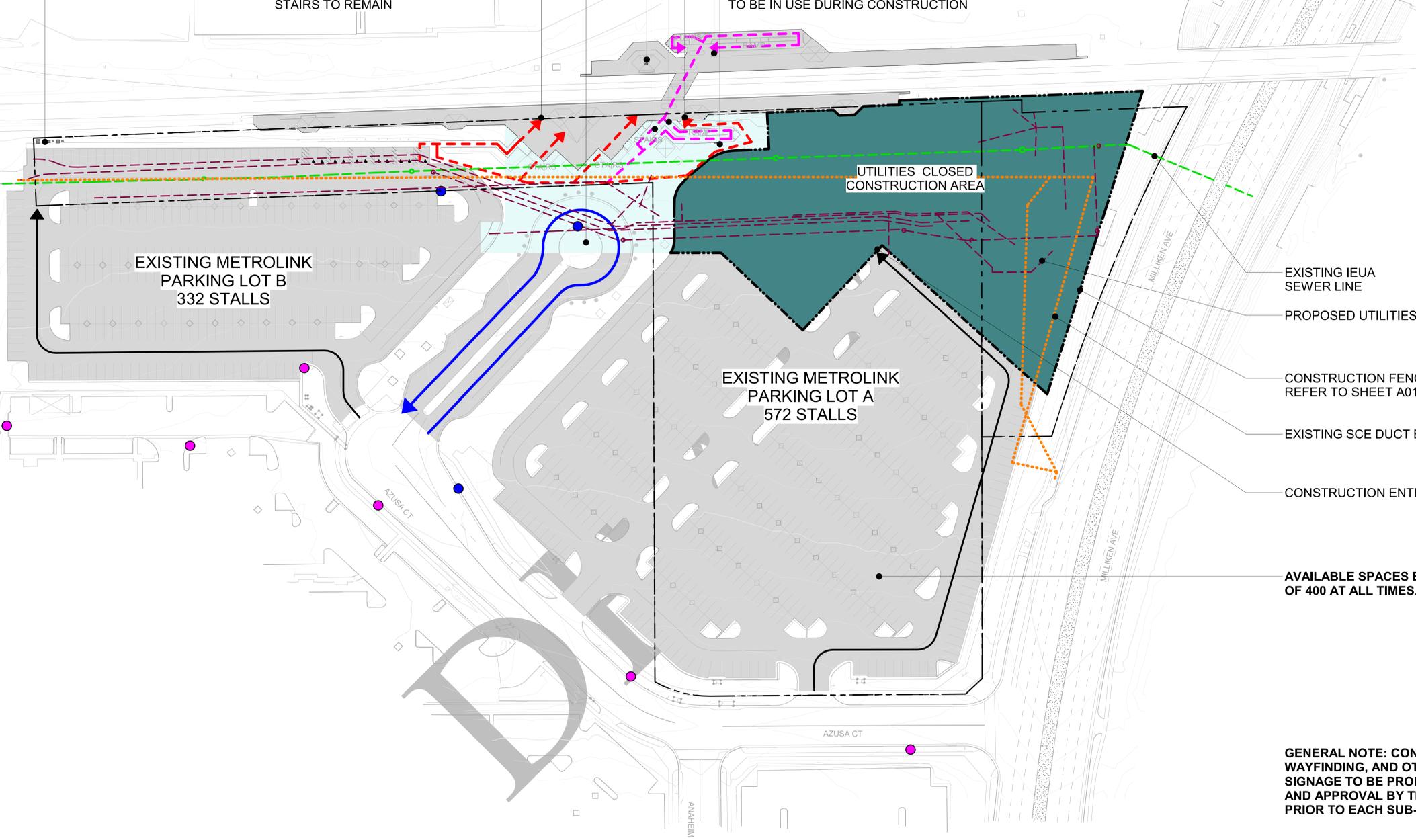
ACCESS TO NORTH PLATFORM STAIRS AND RAMP TO REMAIN

ACCESS TO SOUTH PLATFORM RAMP TO REMAIN

RELOCATE EXISTING TV MONITOR, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

RELOCATE EXISTING PERMIT PARKING KIOSK, TEMPORARY LOCATION HERE, TO BE IN USE DURING CONSTRUCTION

RE-LOCATED METRO SCE EQUIPMENT



CONSTRUCTION STAGING OFF-SITE

EXISTING METROLINK PARKING LOT B  
332 STALLS

EXISTING METROLINK PARKING LOT A  
572 STALLS

UTILITIES CLOSED  
CONSTRUCTION AREA

EXISTING IEUA SEWER LINE

PROPOSED UTILITIES

CONSTRUCTION FENCE ENCLOSURE, REFER TO SHEET A01-500-EW.

EXISTING SCE DUCT BANK

CONSTRUCTION ENTRY / EXIT

AVAILABLE SPACES EXCEEDS MINIMUM OF 400 AT ALL TIMES.

GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.

### GENERAL NOTES

- PHASE 1 SUMMARY
- EXISTING UTILITIES RELOCATION
  - INDUSTRIAL SEWER RELOCATION
  - FIBER OPTICS COMMS LINE RELOCATION
  - WORK AREA WILL BE FENCED OFF DURING CONSTRUCTION
  - PROGRESS FROM EAST TO WEST, OR WEST TO EAST PENDING UTILITY AND FINAL DESIGN
  - ACCESS TO METROLINK PLATFORMS, RAMPS, STAIRS, BUS DROPOFF, PARKING, AND TICKET KIOSKS TO REMAIN
  - TEMPORARY SIGNAGE FOR METROLINK PASSENGERS

### ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- DEMO AREA
- BUILDING OUTLINE

- PROPERTY LINE
- CONSTRUCTION FENCE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER

- NEW UTILITIES
- K-RAIL
- EXISTING SCE DUCTBANK
- EXISTING HYDRANT
- RELOCATED HYDRANT
- TO BE RELOCATED
- NEW HYDRANT

### TEMPORARY SIGNAGE LEGEND

- M-01 TO NORTH PLATFORM
- M-02 TO SOUTH PLATFORM
- M-03 METRO PARKING
- M-04 ADDITIONAL METRO PARKING
- M-05 TO STATION
- M-06 TO PLATFORMS
- M-07 BUSES ONLY

### PARKING COUNT

LOT A - STANDARD	572
LOT A - ADA	0
LOT B - STANDARD	320
LOT B - ADA	12
<b>TOTAL ADA STALLS</b>	<b>12</b>
<b>TOTAL STANDARD STALLS</b>	<b>892</b>
<b>GRAND TOTAL</b>	<b>904</b>

2	08/24/25	Enabling Works Progress
1	07/18/25	Enabling Works Progress
REV	DATE	DESCRIPTION
STAMP		

**FOR INFORMATION ONLY**  
PROJECT NUMBER 22052  
DRAWN CHECKED  
Author Checker  
SCALE 1" = 50'-0"  
ISSUED  
STATUS  
ENABLING WORKS PROGRESS  
09/24/25  
DRAWING TITLE  
EXISTING SITE PLAN - PHASE 1A



# PHASE 1B: 1.5 MONTHS

**brightline**  
west

PROJECT NO. 22052 ADDRESS

ARCHITECT  
**GRIMSHAW**

GRIMSHAW, INC.  
T +1 323 471 6700 432 Colyton Street, Los Angeles, CA 90013, USA  
www.grimshaw.global

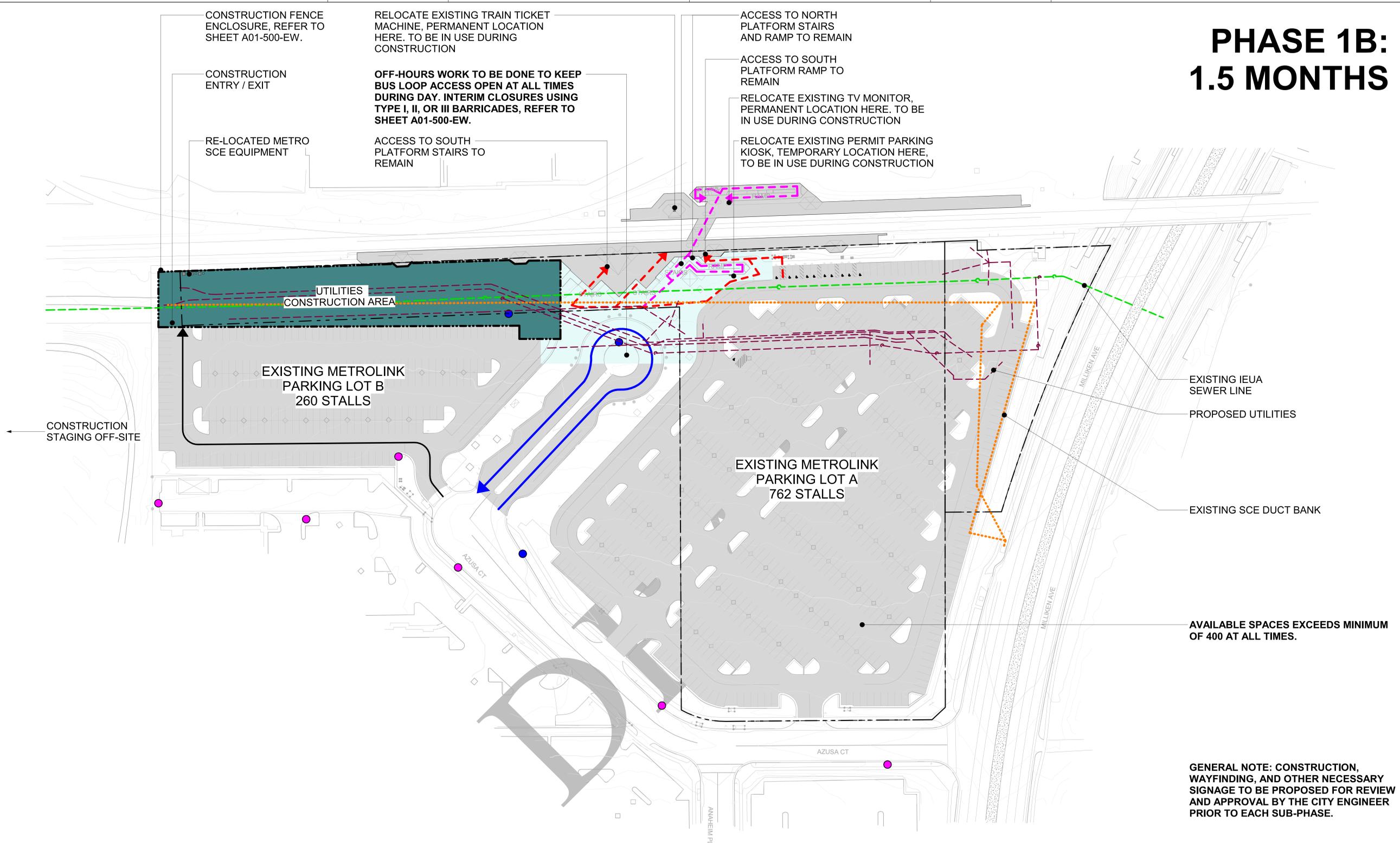
INTELLECTUAL PROPERTY  
© Copyright Grimshaw Architects. Unless otherwise agreed in writing, all rights to use this document are subject to payment in full of all Grimshaw charges. This document may only be used for the express purpose and project for which it has been created and no part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Grimshaw Architects.

DRAWING NOTICES  
Do not scale - all dimensions to be checked on site. Grimshaw drawings to be read in conjunction with Grimshaw and specialist specifications. Drawings to be read in conjunction with consultant information.

CLIENT  
**BRIGHTLINE WEST**

Structural Engineer  
**JOHN A MARTIN & ASSOCIATES**  
950 S Grand Ave  
Los Angeles, CA 90015  
(213) 483-6400  
www.johnmartin.com

Civil and Landscape  
**KIMLEY-HORN**  
650 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017  
(626) 848-8777  
www.kimley-horn.com



AVAILABLE SPACES EXCEEDS MINIMUM OF 400 AT ALL TIMES.

GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.

### GENERAL NOTES

- PHASE 1 SUMMARY
- EXISTING UTILITIES RELOCATION
  - INDUSTRIAL SEWER RELOCATION
  - FIBER OPTICS COMMS LINE RELOCATION
  - WORK AREA WILL BE FENCED OFF DURING CONSTRUCTION
  - PROGRESS FROM EAST TO WEST, OR WEST TO EAST PENDING UTILITY AND FINAL DESIGN
  - ACCESS TO METROLINK PLATFORMS, RAMPS, STAIRS, BUS DROPOFF, PARKING, AND TICKET KIOSKS TO REMAN
  - TEMPORARY SIGNAGE FOR METROLINK PASSANGERS

### ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- DEMO AREA
- BUILDING OUTLINE

- PROPERTY LINE
- CONSTRUCTION FENCE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER

- NEW UTILITIES
- K-RAIL
- EXISTING SCE DUCTBANK
- EXISTING HYDRANT
- RELOCATED HYDRANT
- TO BE RELOCATED
- NEW HYDRANT

### TEMPORARY SIGNAGE LEGEND

- M-01 TO NORTH PLATFORM
- M-02 TO SOUTH PLATFORM
- M-03 METRO PARKING
- M-04 ADDITIONAL METRO PARKING
- M-05 TO STATION
- M-06 TO PLATFORMS
- M-07 BUSES ONLY

### PARKING COUNT

LOT A - STANDARD	751
LOT A - ADA	11
LOT B - STANDARD	260
LOT B - ADA	0
<b>TOTAL ADA STALLS</b>	<b>11</b>
<b>TOTAL STANDARD STALLS</b>	<b>1,011</b>
<b>GRAND TOTAL</b>	<b>1,022</b>

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION
STAMP		

**FOR INFORMATION ONLY**

PROJECT NUMBER 22052  
DRAWN BY  
CHECKED BY  
SCALE 1" = 50'-0"  
ISSUED

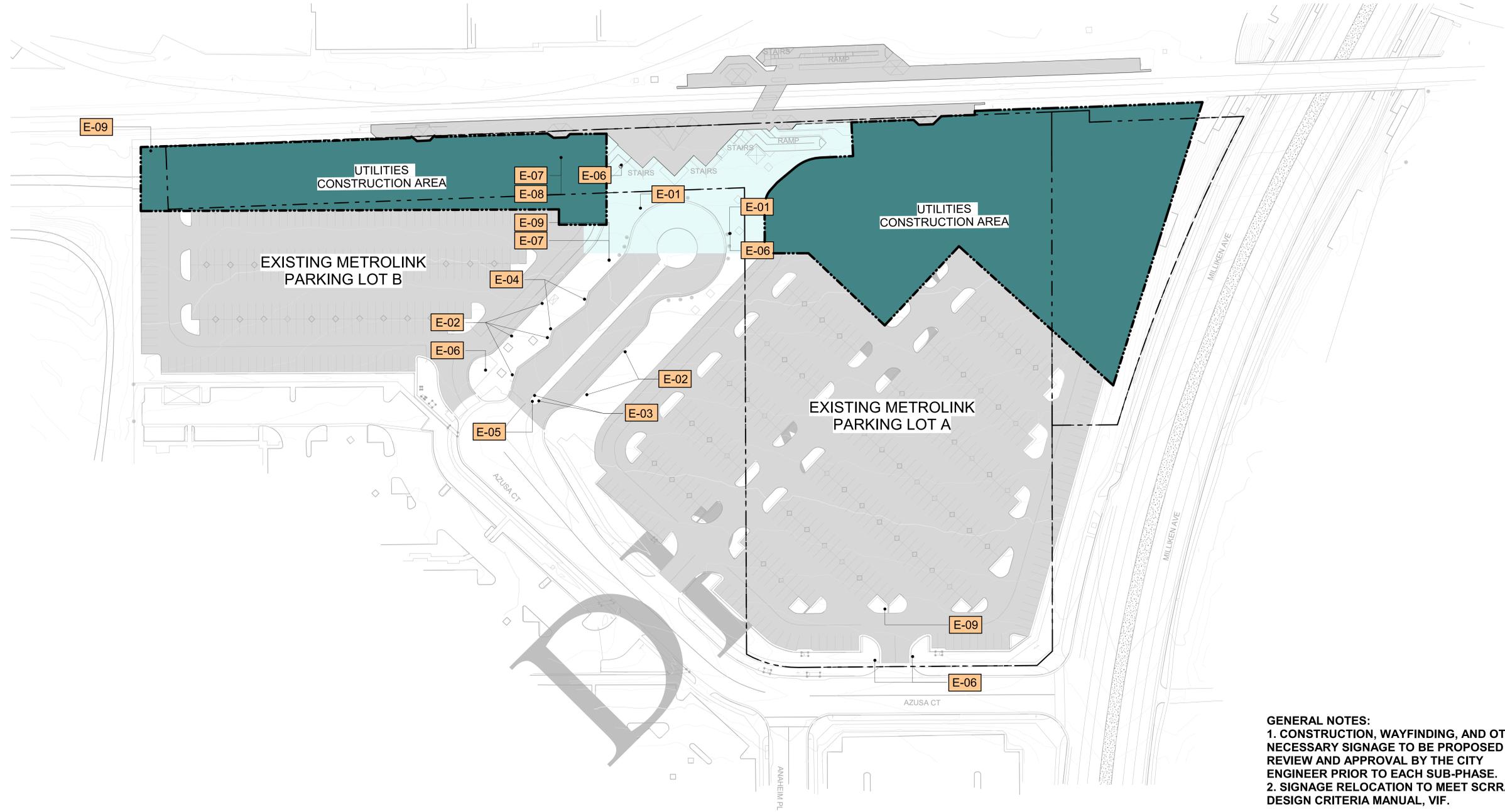
STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
EXISTING SITE PLAN - PHASE 1B

DRAWING NO.  
**A00-102-EW1**



# PHASE 1A & 1B: 4.5 MONTHS



**GENERAL NOTES:**  
1. CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.  
2. SIGNAGE RELOCATION TO MEET SCRRA DESIGN CRITERIA MANUAL, VIF.

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION

STAMP

ENABLING WORKS LEGEND	SIGNAGE LEGEND		PARKING SUMMARY
PUBLIC ACCESS	M-XX TEMPORARY METROLINK SIGNAGE	E-XX EXISTING SBCTA SIGNAGE (TO BE RELOCATED PER PHASE)	<ul style="list-style-type: none"> <li>• PHASE 1A: 904 STALLS</li> <li>• PHASE 1B: 1,022 STALLS</li> </ul>
CLOSED CONSTRUCTION AREA	M-01 TO NORTH PLATFORM	E-01 PAY MACHINE	
ACCESSIBLE CONSTRUCTION AREA	M-02 TO SOUTH PLATFORM	E-02 NO PARKING, LOADING ZONE	N-XX NEW REGULATORY SIGNAGE
OVERHEAD PROTECTION	M-03 METRO PARKING	E-03 NO PARKING, ANYTIME	N-01 DO NOT ENTER
STAGING AREA	M-04 ADDITIONAL METRO PARKING	E-04 OMNITRANS	N-02 STOP SIGN
BUILDING OUTLINE	M-05 TO STATION	E-05 ONE WAY	N-03 TWO WAY TRAFFIC
PROPERTY LINE	M-06 TO PLATFORMS	E-06 PERMIT PARKING ZONE	N-04 MERGE
BARRICADE	M-07 BUSES ONLY	E-07 NO SMOKING	
		E-08 NO SKATING	
		E-09 24 HR SURVEILLANCE	

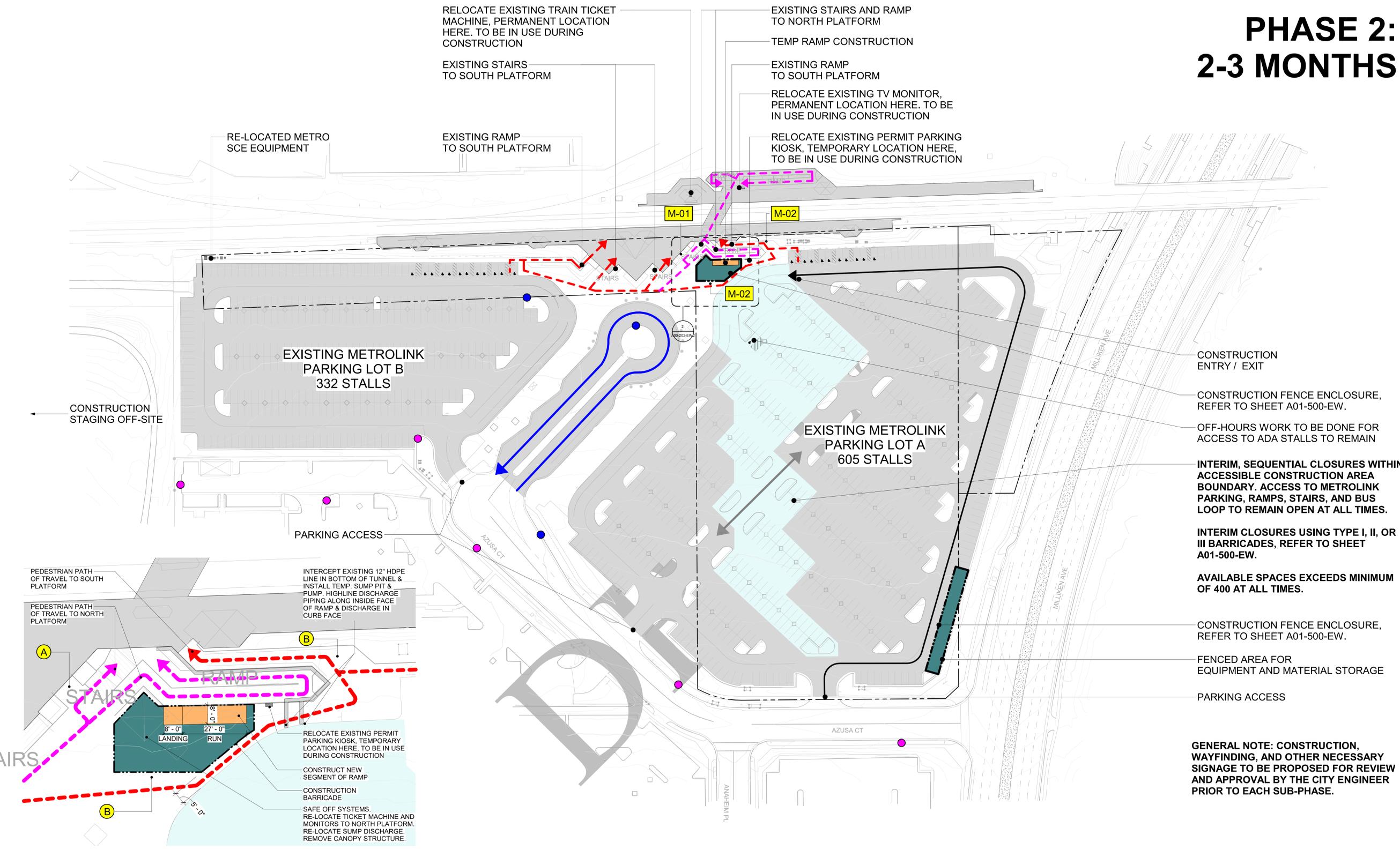
**FOR INFORMATION ONLY**  
PROJECT NUMBER 22052  
DRAWN CHECKED  
Author Checker  
SCALE 1" = 50'-0"  
ISSUED

STATUS  
ENABLING WORKS PROGRESS  
09/24/25  
DRAWING TITLE  
SIGNAGE SITE PLAN - PHASE 1A & B

DRAWING NO.  
**A00-103-EW1**



# PHASE 2: 2-3 MONTHS



- CONSTRUCTION ENTRY / EXIT
- CONSTRUCTION FENCE ENCLOSURE, REFER TO SHEET A01-500-EW.
- OFF-HOURS WORK TO BE DONE FOR ACCESS TO ADA STALLS TO REMAIN
- INTERIM, SEQUENTIAL CLOSURES WITHIN ACCESSIBLE CONSTRUCTION AREA BOUNDARY. ACCESS TO METROLINK PARKING, RAMPS, STAIRS, AND BUS LOOP TO REMAIN OPEN AT ALL TIMES.
- INTERIM CLOSURES USING TYPE I, II, OR III BARRICADES, REFER TO SHEET A01-500-EW.
- AVAILABLE SPACES EXCEEDS MINIMUM OF 400 AT ALL TIMES.
- CONSTRUCTION FENCE ENCLOSURE, REFER TO SHEET A01-500-EW.
- FENCED AREA FOR EQUIPMENT AND MATERIAL STORAGE
- PARKING ACCESS

**GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.**

**GENERAL NOTES**

PHASE 2 SUMAMRY

- SAFE OFF SYSTEMS
- RE-LOCATE TICKET MACHINES AND MONITORS
- RE-LOCATE SUMP DISCHARGE
- REMOVE METROLINK CANOPY STRUCTURE
- RECONFIGURE RAMP TO TUNNEL
- DEMO EXISTING PLANTER ISLANDS IN LOT A
- STRIPE TEMPORARY BUS LOOP WITHIN CONSTRUCTION ZONE
- PREP MILLIKEN LOT FOR FUTURE PHASE 3

**ENABLING WORKS LEGEND**

	PUBLIC ACCESS		PROPERTY LINE		NEW UTILITIES
	CLOSED CONSTRUCTION AREA		CONSTRUCTION FENCE		K-RAIL
	ACCESSIBLE CONSTRUCTION AREA		S. PLATFORM ACCESS		EXISTING SCE DUCTBANK
	OVERHEAD PROTECTION		N. PLATFORM ACCESS		EXISTING HYDRANT
	STAGING AREA		CONSTRUCTION ACCESS		RELOCATED HYDRANT
	DEMO AREA		BUS ACCESS		TO BE RELOCATED
	BUILDING OUTLINE		IEUA SEWER		NEW HYDRANT

**TEMPORARY SIGNAGE LEGEND**

	TO NORTH PLATFORM
	TO SOUTH PLATFORM
	METRO PARKING
	ADDITIONAL METRO PARKING
	TO STATION
	TO PLATFORMS
	BUSES ONLY

**PARKING COUNT**

LOT A - STANDARD	594
LOT A - ADA	11
LOT B - STANDARD	320
LOT B - ADA	12
<b>TOTAL ADA STALLS</b>	<b>23</b>
<b>TOTAL STANDARD STALLS</b>	<b>914</b>
<b>GRAND TOTAL</b>	<b>937</b>

\*PARKING COUNT EXCLUDES STALLS WITHIN ACCESSIBLE CONSTRUCTION AREA.

2 08.24.25 Enabling Works Progress  
1 07.18.25 Enabling Works Progress

REV DATE DESCRIPTION

STAMP

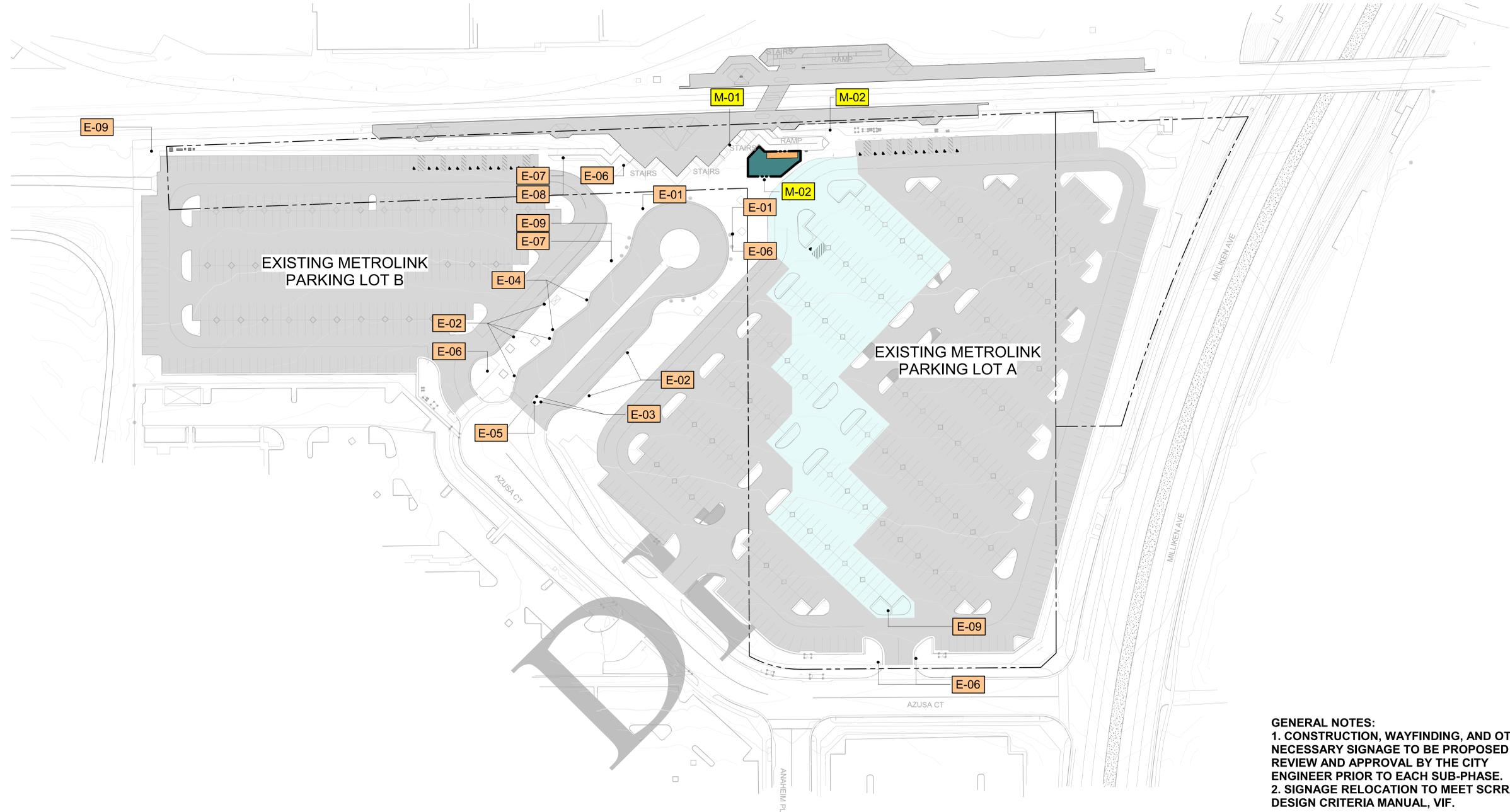
**FOR INFORMATION ONLY**

PROJECT NUMBER 22952  
DRAWN CHECKED  
Author Checker  
SCALE As indicated  
ISSUED

STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
OVERALL SITE PLAN - PHASE 2

# PHASE 2: 2-3 MONTHS



**GENERAL NOTES:**  
1. CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.  
2. SIGNAGE RELOCATION TO MEET SCRRA DESIGN CRITERIA MANUAL, VIF.

2 08.24.25 Enabling Works Progress  
1 07.18.25 Enabling Works Progress

REV DATE DESCRIPTION

STAMP

ENABLING WORKS LEGEND	SIGNAGE LEGEND		PARKING SUMMARY
PUBLIC ACCESS	TEMPORARY METROLINK SIGNAGE	EXISTING SBCTA SIGNAGE (TO BE RELOCATED PER PHASE)	<b>• PHASE 2: 937 STALLS</b>
CLOSED CONSTRUCTION AREA	TO NORTH PLATFORM	PAY MACHINE	
ACCESSIBLE CONSTRUCTION AREA	TO SOUTH PLATFORM	NO PARKING, LOADING ZONE	
OVERHEAD PROTECTION	METRO PARKING	NO PARKING, ANYTIME	
STAGING AREA	ADDITIONAL METRO PARKING	OMNITRANS	
BUILDING OUTLINE	TO STATION	ONE WAY	
PROPERTY LINE	TO PLATFORMS	PERMIT PARKING ZONE	
BARRICADE	BUSES ONLY	NO SMOKING	
		NO SKATING	
		24 HR SURVEILLANCE	
		NEW REGULATORY SIGNAGE	
		DO NOT ENTER	
		STOP SIGN	
		TWO WAY TRAFFIC	
		MERGE	

**FOR INFORMATION ONLY**

PROJECT NUMBER 22052  
DRAWN CHECKED BY Author Checker  
SCALE 1" = 50'-0"  
ISSUED

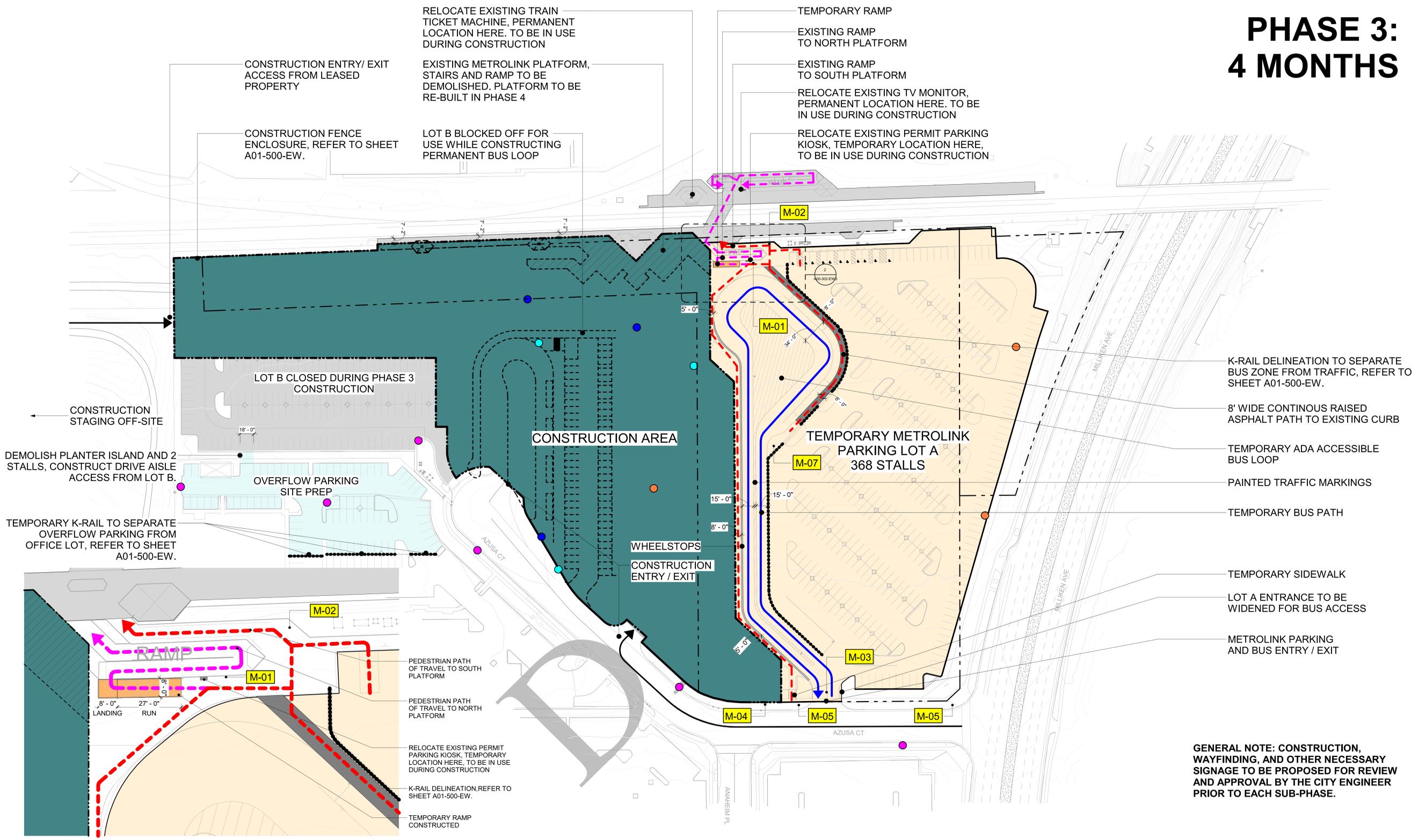
STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
SIGNAGE SITE PLAN - PHASE 2

DRAWING NO.  
**A00-203-EW2**



# PHASE 3: 4 MONTHS



**GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.**

### GENERAL NOTES

- PHASE 3 SUMMARY**
- TEMPORARY BUS LOOP ON EAST SURFACE PARKING
  - BUILD PERMANENT RAMPS TO METROLINK PLATFORMS
  - UNDERGROUND UTILITIES IN CONSTRUCTION AREA
  - CONSTRUCT PERMANENT BUS LOOP AND PHASE 4 TEMPORARY ADA PARKING
  - OPEN METROLINK SURFACE LOT SOUTH OF AZUSA CT.

### ENABLING WORKS LEGEND

- PUBLIC ACCESS
- CLOSED CONSTRUCTION AREA
- ACCESSIBLE CONSTRUCTION AREA
- OVERHEAD PROTECTION
- STAGING AREA
- DEMO AREA
- BUILDING OUTLINE

- PROPERTY LINE
- CONSTRUCTION FENCE
- S. PLATFORM ACCESS
- N. PLATFORM ACCESS
- CONSTRUCTION ACCESS
- BUS ACCESS
- IEUA SEWER

- NEW UTILITIES
- K-RAIL
- EXISTING SCE DUCTBANK
- EXISTING HYDRANT
- RELOCATED HYDRANT
- TO BE RELOCATED
- NEW HYDRANT

### TEMPORARY SIGNAGE LEGEND

- M-01 TO NORTH PLATFORM
- M-02 TO SOUTH PLATFORM
- M-03 METRO PARKING
- M-04 ADDITIONAL METRO PARKING
- M-05 TO STATION
- M-06 TO PLATFORMS
- M-07 BUSES ONLY

### PARKING COUNT

TEMPORARY LOT A - STANDARD	357
TEMPORARY LOT A - ADA	11
<b>TOTAL ADA STALLS</b>	<b>11</b>
<b>TOTAL STANDARD STALLS</b>	<b>357</b>
<b>GRAND TOTAL</b>	<b>368</b>

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION
STAMP		

**FOR INFORMATION ONLY**

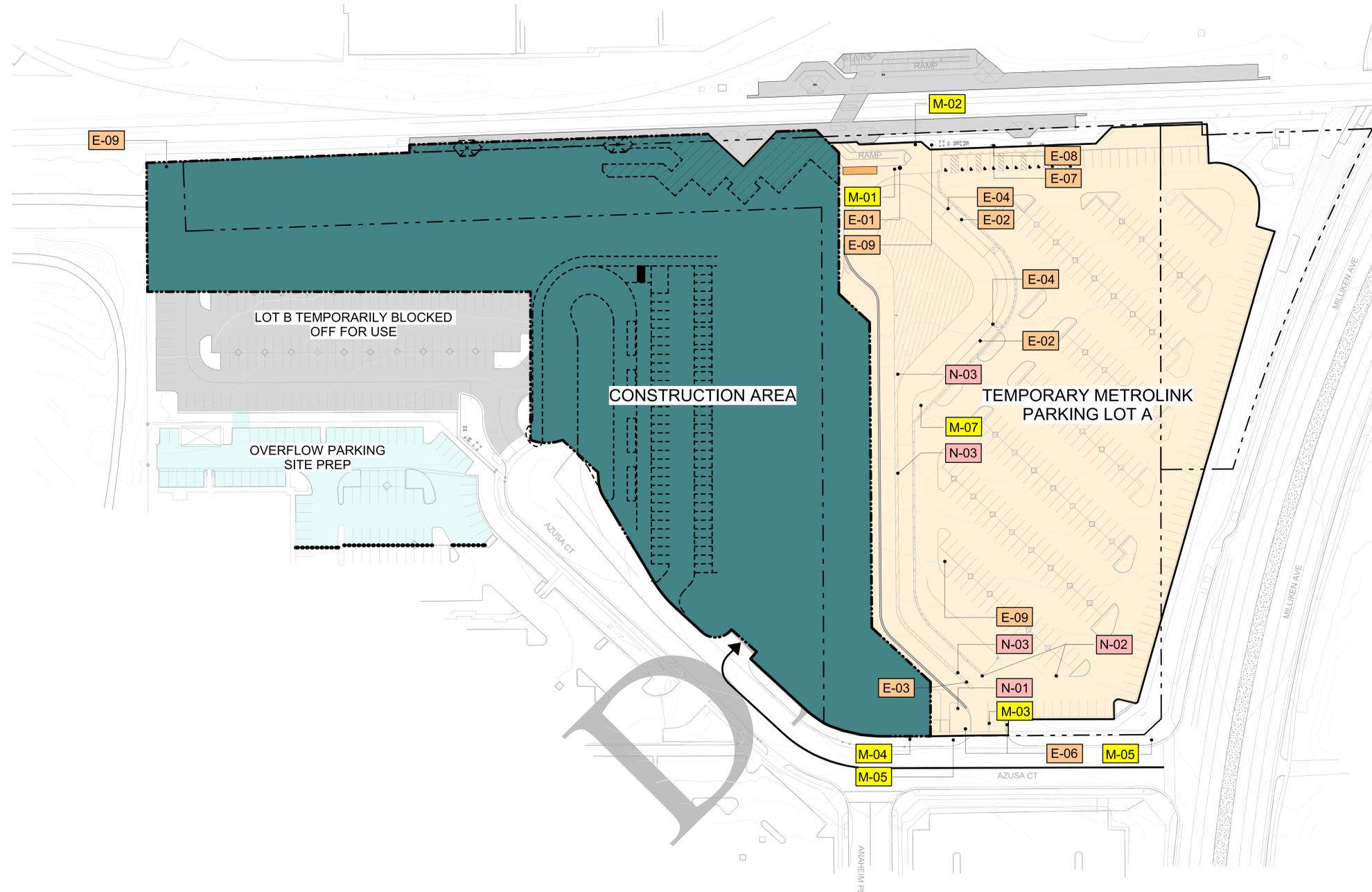
PROJECT NUMBER	DRAWN	AUTHOR
22052		
SCALE	CHECKED	CHECKER
As indicated		
ISSUED		

STATUS  
ENABLING WORKS PROGRESS  
09/24/25  
DRAWING TITLE  
OVERALL SITE PLAN - PHASE 3

DRAWING NO.  
**A00-302-EW3**



# PHASE 3: 4 MONTHS



**GENERAL NOTES:**  
1. CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.  
2. SIGNAGE RELOCATION TO MEET SCRRA DESIGN CRITERIA MANUAL, VIF.

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress

REV	DATE	DESCRIPTION
-----	------	-------------

STAMP

ENABLING WORKS LEGEND	SIGNAGE LEGEND	PARKING SUMMARY
<ul style="list-style-type: none"> <li> PUBLIC ACCESS</li> <li> CLOSED CONSTRUCTION AREA</li> <li> ACCESSIBLE CONSTRUCTION AREA</li> <li> OVERHEAD PROTECTION</li> <li> STAGING AREA</li> <li> BUILDING OUTLINE</li> <li> PROPERTY LINE</li> <li> BARRICADE</li> </ul>	<ul style="list-style-type: none"> <li> TEMPORARY METROLINK SIGNAGE</li> <li> TO NORTH PLATFORM</li> <li> TO SOUTH PLATFORM</li> <li> METRO PARKING</li> <li> ADDITIONAL METRO PARKING</li> <li> TO STATION</li> <li> TO PLATFORMS</li> <li> BUSES ONLY</li> </ul>	<ul style="list-style-type: none"> <li> EXISTING SBCTA SIGNAGE (TO BE RELOCATED PER PHASE)</li> <li> PAY MACHINE</li> <li> NO PARKING, LOADING ZONE</li> <li> NO PARKING, ANYTIME</li> <li> OMNITRANS</li> <li> ONE WAY</li> <li> PERMIT PARKING ZONE</li> <li> NO SMOKING</li> <li> NO SKATING</li> <li> 24 HR SURVEILLANCE</li> <li> NEW REGULATORY SIGNAGE</li> <li> DO NOT ENTER</li> <li> STOP SIGN</li> <li> TWO WAY TRAFFIC</li> <li> MERGE</li> </ul>
		<p><b>• PHASE 3: 368 STALLS</b></p>

**FOR INFORMATION ONLY**  
PROJECT NUMBER 22052  
DRAWN CHECKED ISSUED  
Author Checker  
1" = 50'-0"

STATUS  
ENABLING WORKS PROGRESS  
09/24/25  
DRAWING TITLE  
SIGNAGE SITE PLAN - PHASE 3

DRAWING NO.  
**A00-303-EW3**



# PHASE 3: 4 MONTHS

INTELLECTUAL PROPERTY  
 © Copyright Grimshaw Architects. Unless otherwise agreed in writing, all rights to use this document are subject to payment in full of all Grimshaw charges. This document may only be used for the express purpose and project for which it has been created and delivered, as notified in writing by Grimshaw. This document may not be obtained, used, or copied. Any unauthorized use of this document is at the user's sole risk and without limiting Grimshaw's rights the user releases and indemnifies Grimshaw from and against all loss so arising.

DRAWING NOTICES  
 Do not scale - all dimensions to be checked on site. Grimshaw drawings to be read in conjunction with Grimshaw and specialist specifications. Drawings to be read in conjunction with consultant information.

CLIENT BRIGHTLINE WEST  
 Structural Engineer JOHN A MARTIN & ASSOCIATES  
 950 S Grand Ave, Los Angeles, CA 90015  
 (213) 483-6480 www.johnmartin.com  
 Civil and Landscape KIMLEY-HORN  
 650 South Figueroa Street, Suite 2050 Los Angeles, CA 90017  
 (626) 848-6777 www.kimley-horn.com

RELOCATE EXISTING TRAIN TICKET MACHINE, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

RELOCATE EXISTING TV MONITOR, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

EXISTING METROLINK PLATFORM, STAIRS AND RAMP TO BE DEMOLISHED. PLATFORM TO BE RE-BUILT IN PHASE 4

PEDESTRIAN PATH OF TRAVEL TO SOUTH PLATFORM

TEMPORARY RAMP CONSTRUCTED

PEDESTRIAN PATH OF TRAVEL TO NORTH PLATFORM

STAIRS

RELOCATE EXISTING PERMIT PARKING KIOSK, TEMPORARY LOCATION HERE, TO BE IN USE DURING CONSTRUCTION

TEMP RAMP FROM PARKING SURFACE

K-RAIL DELINEATION TO SEPARATE BUS ZONE FROM TRAFFIC, REFER TO SHEET A01-500-EW.

CONSTRUCTION FENCE ENCLOSURE, REFER TO SHEET A01-500-EW.

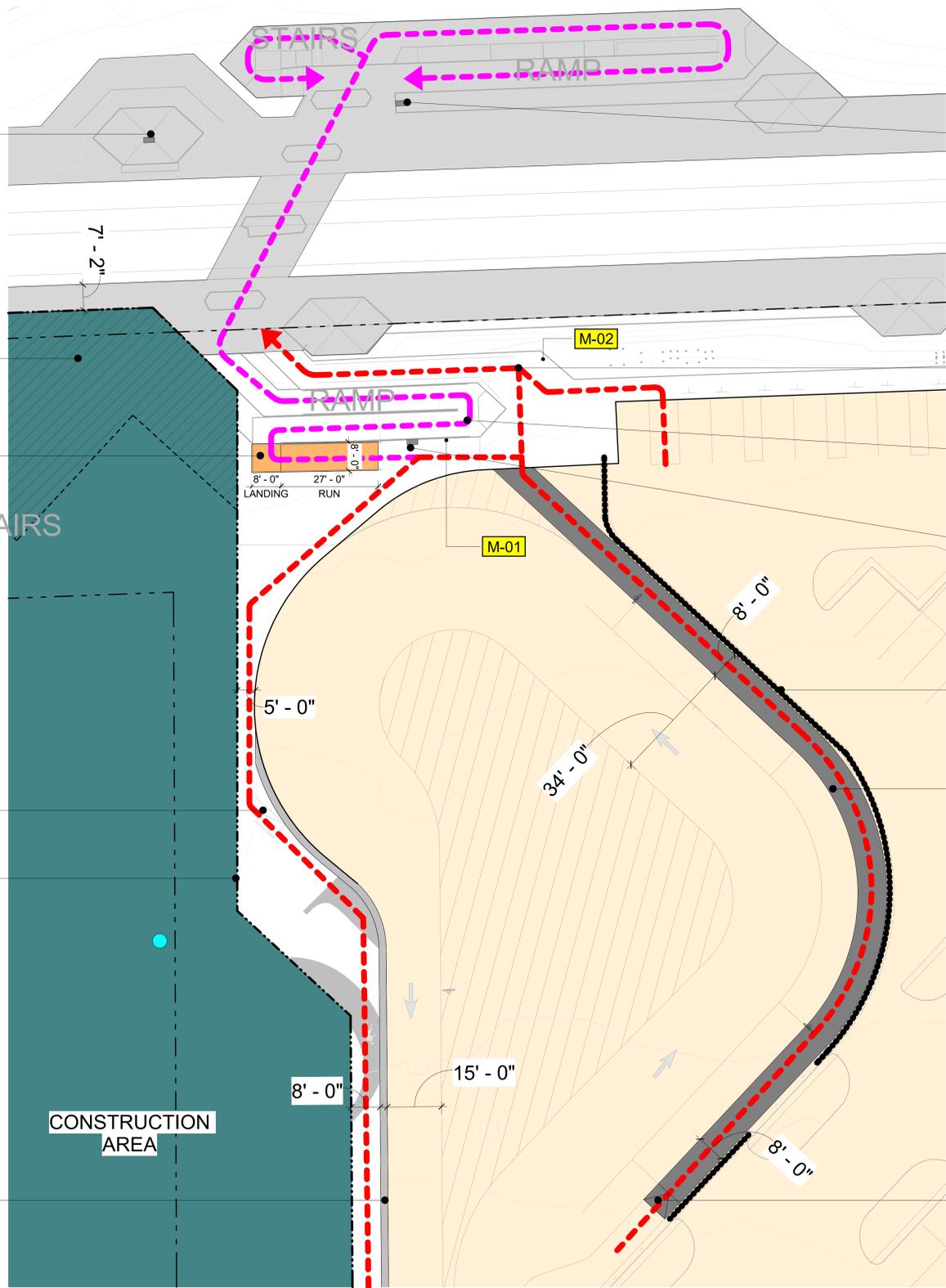
8' WIDE CONTINUOUS RAISED ASPHALT PATH TO EXISTING CURB

**GENERAL NOTE:**  
 ACCESS PATH OF TRAVEL IS BARRIER FREE ACCESS WITH AT LEAST 60" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS SECTION SLOPE IS 2% TYPICAL AND MAX. SLOPE IN THE DIRECTION OF TRAVEL IS 5% UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL, AT ENABLING WORKS PHASES, VERIFY THAT THE INDICATED PATH OF TRAVEL HAD BEEN CONSTRUCTED WITHOUT BARRIERS. PATH OF TRAVEL IS TO MEET 2010 STANDARDS FOR ACCESSIBLE DESIGN, CBC, TITLE 24, PART 2/ PART 2.5 ACCESSIBILITY AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY DESIGN CRITERIA.

WHEELSTOPS

TEMP RAMP



### GENERAL NOTES

- PHASE 3 SUMMARY**
- TEMPORARY BUS LOOP ON EAST SURFACE PARKING
  - BUILD PERMANENT RAMPS TO METROLINK PLATFORMS
  - UNDERGROUND UTILITIES IN CONSTRUCTION AREA
  - CONSTRUCT PERMANENT BUS LOOP AND PHASE 4 TEMPORARY ADA PARKING
  - OPEN METROLINK SURFACE LOT SOUTH OF AZUSA CT.

### ENABLING WORKS LEGEND

PUBLIC ACCESS	PROPERTY LINE	NEW UTILITIES
CLOSED CONSTRUCTION AREA	CONSTRUCTION FENCE	K-RAIL
ACCESSIBLE CONSTRUCTION AREA	S. PLATFORM ACCESS	EXISTING SCE DUCTBANK
OVERHEAD PROTECTION	N. PLATFORM ACCESS	EXISTING HYDRANT
STAGING AREA	CONSTRUCTION ACCESS	RELOCATED HYDRANT
DEMO AREA	BUS ACCESS	TO BE RELOCATED
BUILDING OUTLINE	IEUA SEWER	NEW HYDRANT

### TEMPORARY SIGNAGE LEGEND

- TO NORTH PLATFORM
- TO SOUTH PLATFORM
- METRO PARKING
- ADDITIONAL METRO PARKING
- TO STATION
- TO PLATFORMS
- BUSES ONLY

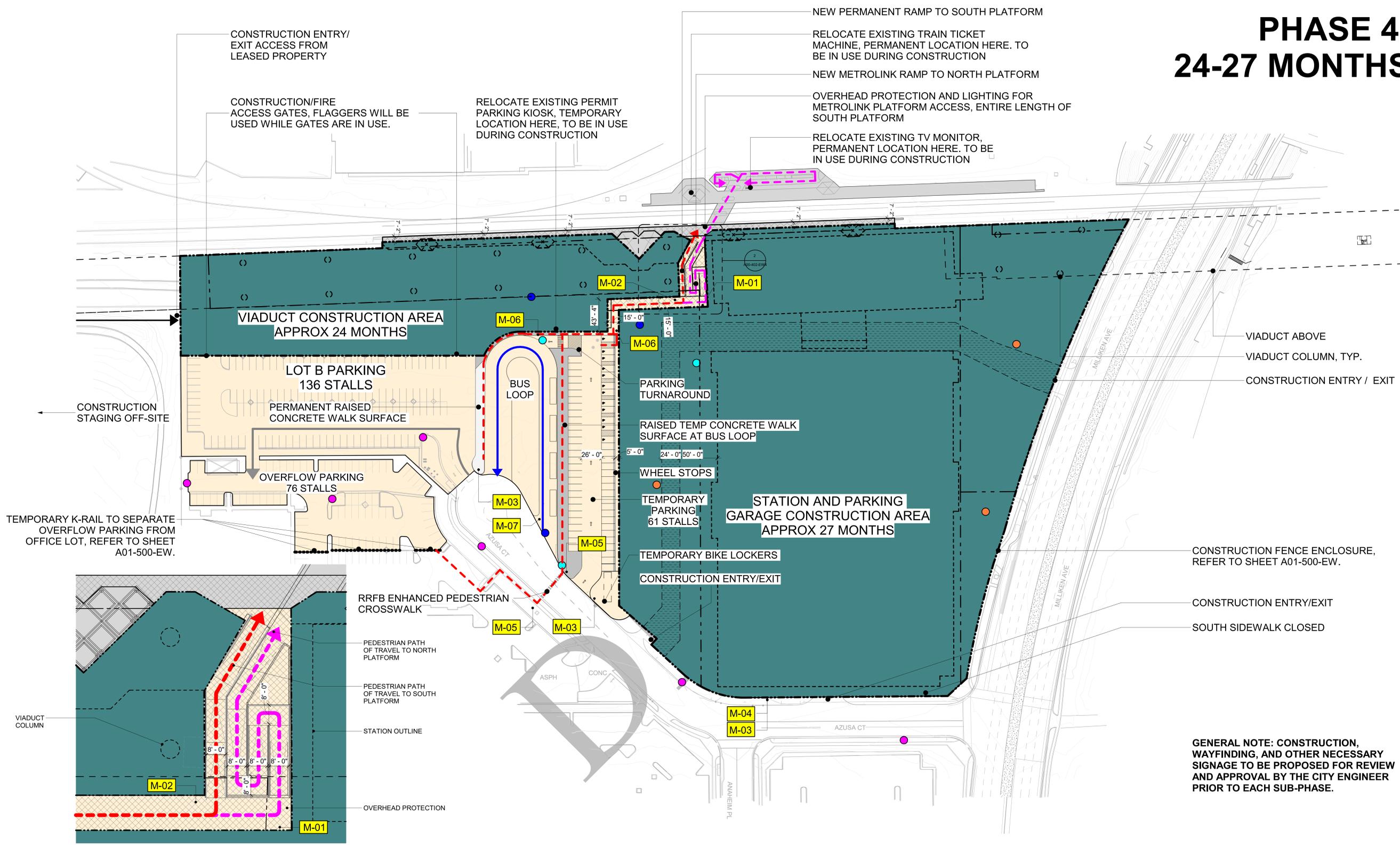
### PARKING COUNT

TEMPORARY LOT A - STANDARD	357
TEMPORARY LOT A - ADA	11
<b>TOTAL ADA STALLS</b>	<b>11</b>
<b>TOTAL STANADARD STALLS</b>	<b>357</b>
<b>GRAND TOTAL</b>	<b>368</b>

2	08.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION

**FOR INFORMATION ONLY**  
 PROJECT NUMBER 22052  
 DRAWN BY [blank]  
 AUTHOR [blank]  
 CHECKED BY [blank]  
 SCALE As indicated  
 ISSUED [blank]  
 STATUS ENABLING WORKS PROGRESS  
 09/24/25  
 DRAWING TITLE ENLARGED PLAN  
 TEMPORARY RAMP ACCESS

# PHASE 4: 24-27 MONTHS



**GENERAL NOTE: CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.**

### GENERAL NOTES

- PHASE 4 SUMMRY**
- PERMANENT BUS LOOP IN PLACE
  - TEMPORARY ADA PARKING LOT ADJACENT NEW BUS LOOP
  - PROTECTED PASSAGE TO NEW METROLINK RAMPS WITH OVERHEAD PROTECTION
  - USE METROLINK SURFACE LOT SOUTH OF AZUSA CT.
  - CONSTRUCT VIADUCT, STATION BUILDING, AND PARKING GARAGE

### ENABLING WORKS LEGEND

- |                              |                     |                       |
|------------------------------|---------------------|-----------------------|
| PUBLIC ACCESS                | PROPERTY LINE       | NEW UTILITIES         |
| CLOSED CONSTRUCTION AREA     | CONSTRUCTION FENCE  | K-RAIL                |
| ACCESSIBLE CONSTRUCTION AREA | S. PLATFORM ACCESS  | EXISTING SCE DUCTBANK |
| OVERHEAD PROTECTION          | N. PLATFORM ACCESS  | EXISTING HYDRANT      |
| STAGING AREA                 | CONSTRUCTION ACCESS | RELOCATED HYDRANT     |
| DEMO AREA                    | BUS ACCESS          | TO BE RELOCATED       |
| BUILDING OUTLINE             | IEUA SEWER          | NEW HYDRANT           |

### TEMPORARY SIGNAGE LEGEND

- |                          |
|--------------------------|
| TO NORTH PLATFORM        |
| TO SOUTH PLATFORM        |
| METRO PARKING            |
| ADDITIONAL METRO PARKING |
| TO STATION               |
| TO PLATFORMS             |
| BUSES ONLY               |

### PARKING COUNT

TEMPORARY LOT B- STANDARD	136
OVERFLOW PARKING - STANDARD	76
TEMPORARY PARKING - STANDARD	51
TEMPORARY PARKING - ADA	10
<b>TOTAL ADA STALLS</b>	<b>10</b>
<b>TOTAL STANDARD STALLS</b>	<b>263</b>
<b>GRAND TOTAL</b>	<b>273</b>

**FOR INFORMATION ONLY**

PROJECT NUMBER	DRAWN	Author
22952	22952	As indicated
CHECKED	ISSUED	As indicated

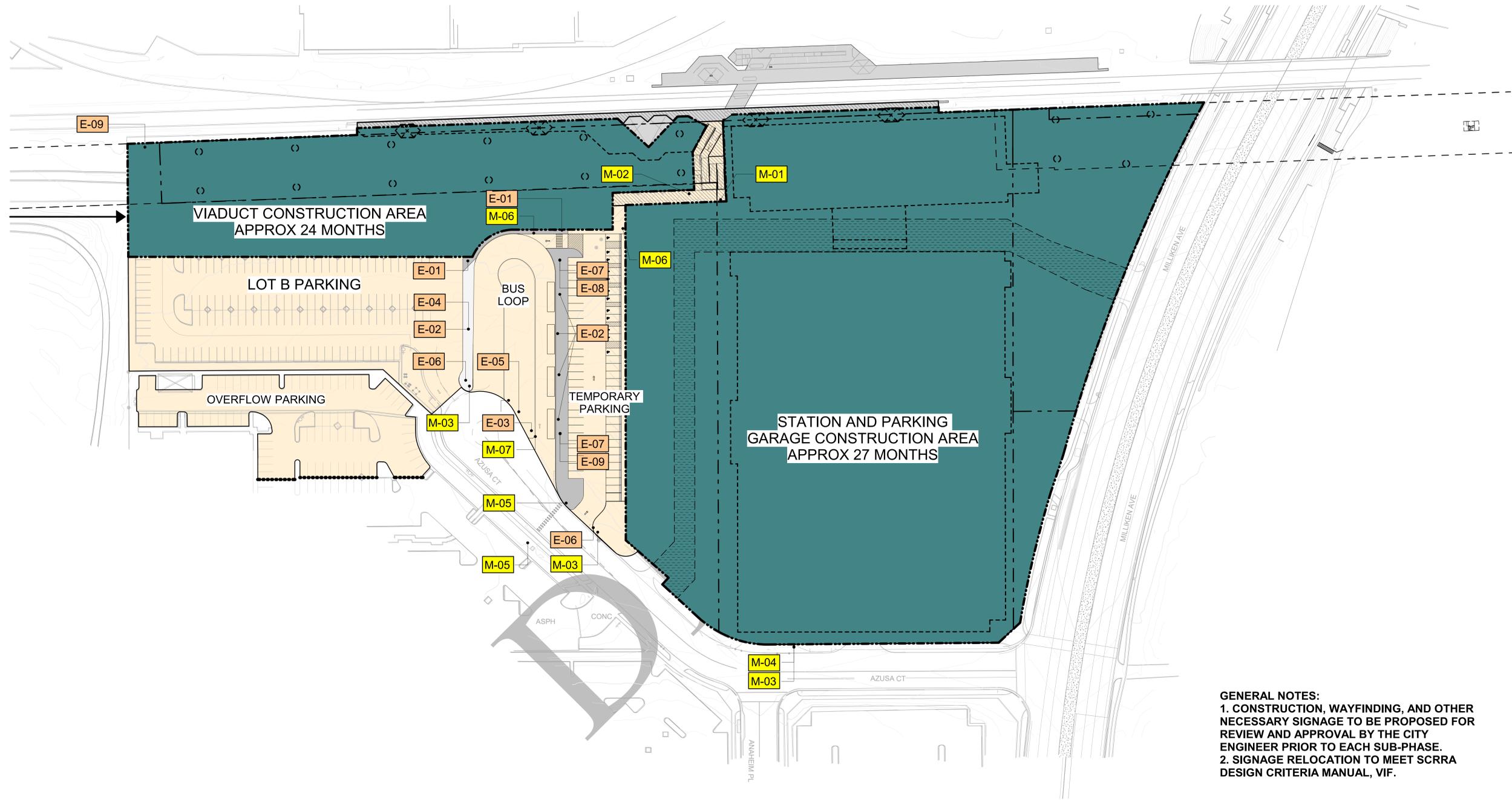
STATUS: ENABLING WORKS PROGRESS 09/24/25

DRAWING TITLE: OVERALL SITE PLAN - PHASE 4

DRAWING NO. **A00-402-EW4**



# PHASE 4: 24-27 MONTHS



**GENERAL NOTES:**  
1. CONSTRUCTION, WAYFINDING, AND OTHER NECESSARY SIGNAGE TO BE PROPOSED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO EACH SUB-PHASE.  
2. SIGNAGE RELOCATION TO MEET SCRRA DESIGN CRITERIA MANUAL, VIF.

2 08.24.25 Enabling Works Progress

1 07.18.25 Enabling Works Progress

REV DATE DESCRIPTION

STAMP

**ENABLING WORKS LEGEND**

	PUBLIC ACCESS
	CLOSED CONSTRUCTION AREA
	ACCESSIBLE CONSTRUCTION AREA
	OVERHEAD PROTECTION
	STAGING AREA
	BUILDING OUTLINE
	PROPERTY LINE
	BARRICADE

**SIGNAGE LEGEND**

	TEMPORARY METROLINK SIGNAGE		
	TO NORTH PLATFORM		BUSES ONLY
	TO SOUTH PLATFORM		
	METRO PARKING		
	ADDITIONAL METRO PARKING		
	TO STATION		
	TO PLATFORMS		

	EXISTING SBCTA SIGNAGE (TO BE RELOCATED PER PHASE)		
	PAY MACHINE		NO SMOKING
	NO PARKING, LOADING ZONE		NO SKATING
	NO PARKING, ANYTIME		24 HR SURVEILLANCE
	OMNITRANS		
	ONE WAY		
	PERMIT PARKING ZONE		

	NEW REGULATORY SIGNAGE
	DO NOT ENTER
	STOP SIGN
	TWO WAY TRAFFIC
	MERGE

**PARKING SUMMARY**

• PHASE 4: 274 STALLS

**FOR INFORMATION ONLY**

PROJECT NUMBER	DRAWN	Author
22052	CHECKED	Checker
	ISSUED	1" = 50'-0"

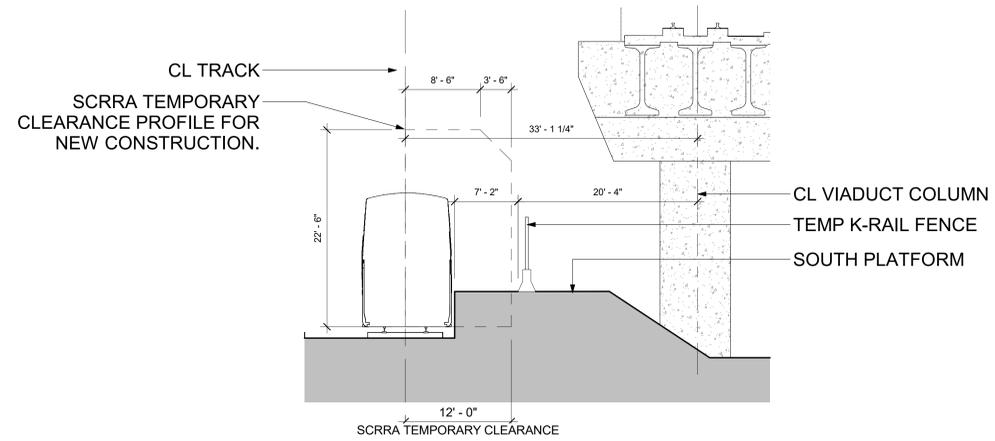
STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
SIGNAGE SITE PLAN - PHASE 4

DRAWING NO.  
**A00-403-EW4**

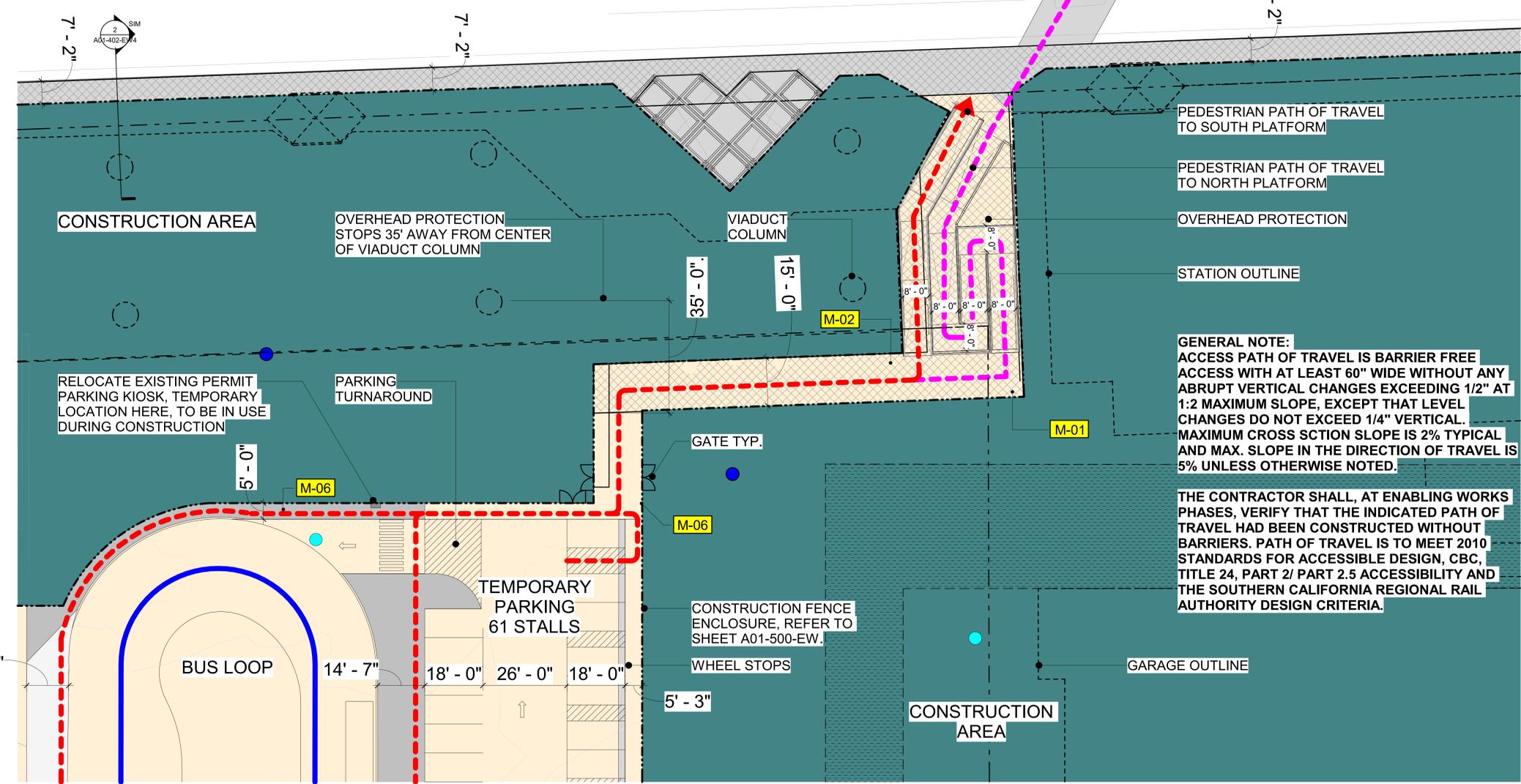


# PHASE 4: 24-27 MONTHS



RELOCATE EXISTING TV MONITOR, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION

RELOCATE EXISTING TRAIN TICKET MACHINE, PERMANENT LOCATION HERE. TO BE IN USE DURING CONSTRUCTION



**GENERAL NOTE:**  
ACCESS PATH OF TRAVEL IS BARRIER FREE ACCESS WITH AT LEAST 60" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS SECTION SLOPE IS 2% TYPICAL AND MAX. SLOPE IN THE DIRECTION OF TRAVEL IS 5% UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL, AT ENABLING WORKS PHASES, VERIFY THAT THE INDICATED PATH OF TRAVEL HAD BEEN CONSTRUCTED WITHOUT BARRIERS. PATH OF TRAVEL IS TO MEET 2010 STANDARDS FOR ACCESSIBLE DESIGN, CBC, TITLE 24, PART 2/ PART 2.5 ACCESSIBILITY AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY DESIGN CRITERIA.

**GENERAL NOTES**

PHASE 4 SUMMARY

- PERMANENT BUS LOOP IN PLACE
- TEMPORARY ADA PARKING LOT ADJACENT NEW BUS LOOP
- PROTECTED PASSAGE TO NEW METROLINK RAMPS WITH OVERHEAD PROTECTION
- USE METROLINK SURFACE LOT SOUTH OF AZUSA CT.
- CONSTRUCT VIADUCT, STATION BUILDING, AND PARKING GARAGE

**ENABLING WORKS LEGEND**

PUBLIC ACCESS	PROPERTY LINE	NEW UTILITIES
CLOSED CONSTRUCTION AREA	CONSTRUCTION FENCE	K-RAIL
ACCESSIBLE CONSTRUCTION AREA	S. PLATFORM ACCESS	EXISTING SCE DUCTBANK
OVERHEAD PROTECTION	N. PLATFORM ACCESS	EXISTING HYDRANT
STAGING AREA	CONSTRUCTION ACCESS	RELOCATED HYDRANT
DEMO AREA	BUS ACCESS	TO BE RELOCATED
BUILDING OUTLINE	IEUA SEWER	NEW HYDRANT

**TEMPORARY SIGNAGE LEGEND**

M-01	TO NORTH PLATFORM
M-02	TO SOUTH PLATFORM
M-03	METRO PARKING
M-04	ADDITIONAL METRO PARKING
M-05	TO STATION
M-06	TO PLATFORMS
M-07	BUSES ONLY

**PARKING COUNT**

TEMPORARY LOT B- STANDARD	136
OVERFLOW PARKING - STANDARD	76
TEMPORARY PARKING - STANDARD	51
TEMPORARY PARKING - ADA	10
<b>TOTAL ADA STALLS</b>	<b>10</b>
<b>TOTAL STANDARD STALLS</b>	<b>263</b>
<b>GRAND TOTAL</b>	<b>273</b>

INTELLECTUAL PROPERTY  
© Copyright Grimshaw Architects. Unless otherwise agreed in writing, all rights to use this document are subject to payment in full of all Grimshaw charges. This document may only be used for the express purpose and project for which it has been created and delivered, as notified in writing by Grimshaw. This document may not be obtained, used, or copied. Any unauthorized use of this document is at the user's sole risk and without limiting Grimshaw's rights the user releases and indemnifies Grimshaw from and against all loss so arising.

DRAWING NOTICES  
Do not scale - all dimensions to be checked on site. Grimshaw drawings to be read in conjunction with Grimshaw and specialist specifications. Drawings to be read in conjunction with consultant information.

CLIENT  
BRIGHTLINE WEST

Structural Engineer  
JOHN A MARTIN & ASSOCIATES  
950 S Grand Ave  
Los Angeles, CA 90015  
(213) 483-6480  
www.johnmartin.com

Civil and Landscape  
KIMLEY-HORN  
650 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017  
(626) 848-8777  
www.kimley-horn.com

2 09.24.25 Enabling Works Progress  
1 07.18.25 Enabling Works Progress

REV DATE DESCRIPTION

STAMP

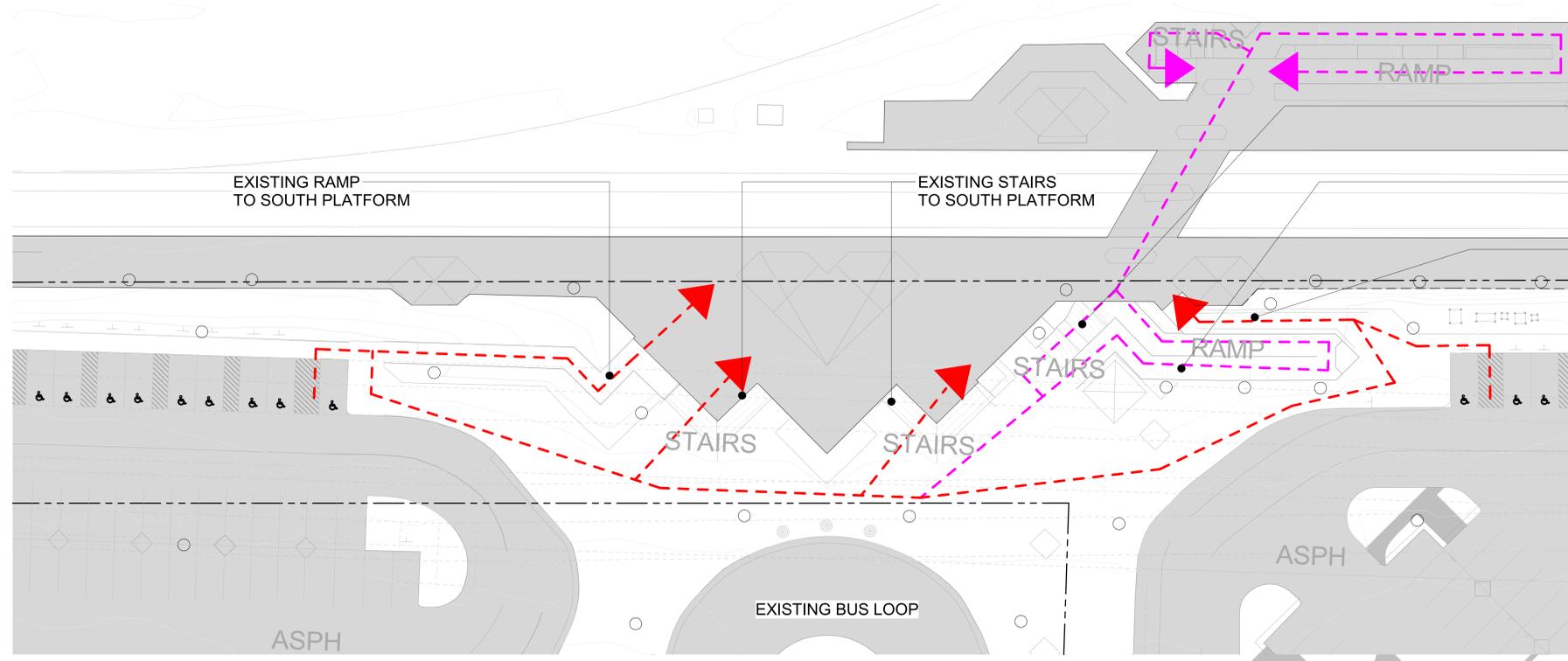
**FOR INFORMATION ONLY**

PROJECT NUMBER 22952  
DRAWN CHECKED  
Author Checker  
SCALE As indicated  
ISSUED

STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
ENLARGED PLAN  
TEMPORARY RAMP ACCESS



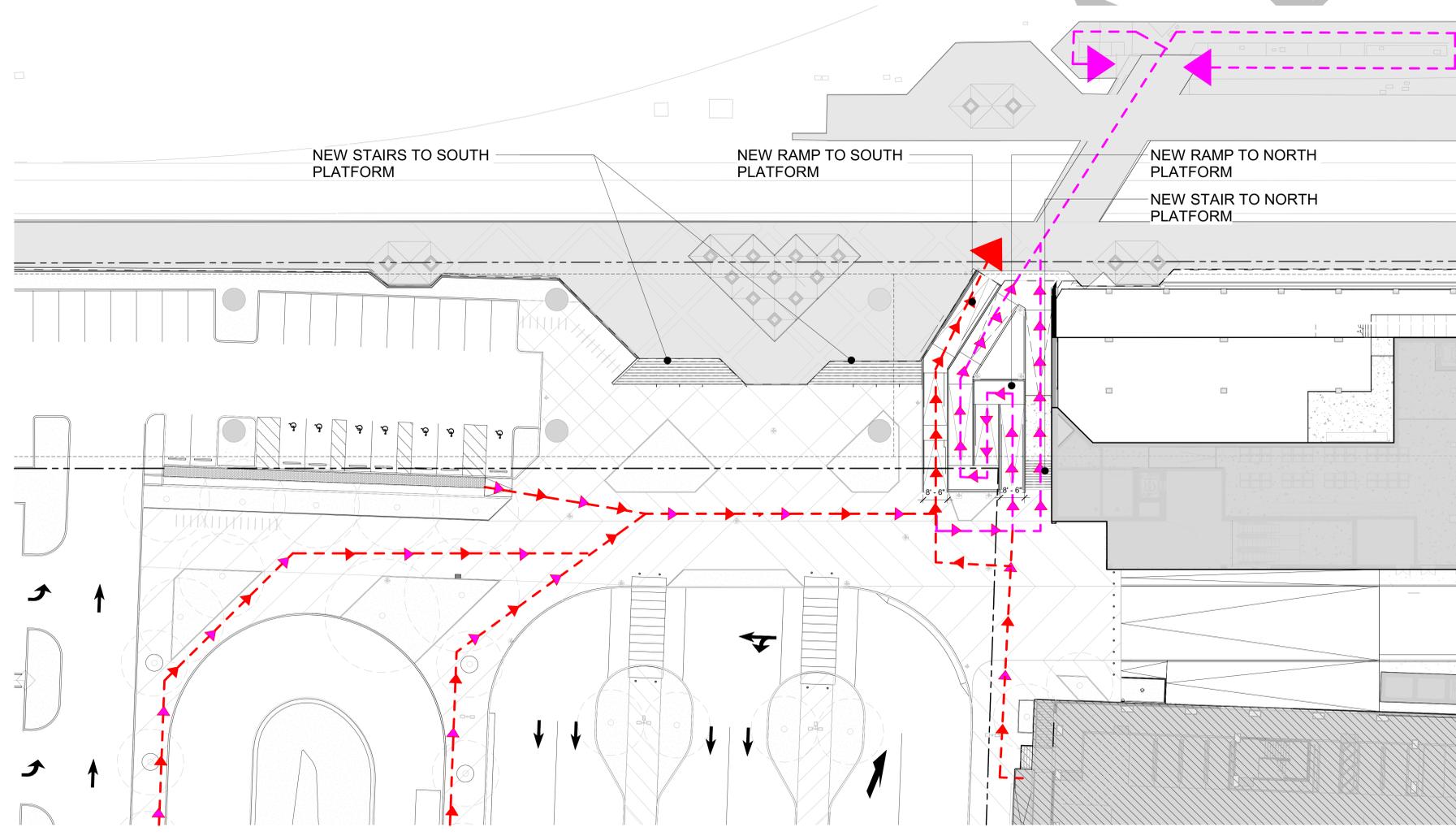


EXISTING STAIRS TO NORTH PLATFORM

EXISTING RAMP TO NORTH PLATFORM

EXISTING RAMP TO SOUTH PLATFORM

1 EXISTING SITE PLAN - EW - METROLINK ACCESS  
1" = 20' 0"



**GENERAL NOTE:**  
ACCESS PATH OF TRAVEL IS BARRIER FREE ACCESS WITH AT LEAST 60" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS SECTION SLOPE IS 2% TYPICAL AND MAX. SLOPE IN THE DIRECTION OF TRAVEL IS 5% UNLESS OTHERWISE NOTED.

PATH OF TRAVEL IS TO MEET 2010 STANDARDS FOR ACCESSIBLE DESIGN, CBC, TITLE 24, PART 2/ PART 2.5 ACCESSIBILITY AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY DESIGN CRITERIA.



4 OVERALL SITE PLAN METROLINK ACCESS  
1" = 20' 0"

REV	DATE	DESCRIPTION

**FOR INFORMATION ONLY**

PROJECT NUMBER	DRAWN	AUTHOR
22052	CHECKED	CHECKER
	SCALE	As indicated
	ISSUED	09/23/25

STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
METROLINK ACCESS - EXISTING & PROPOSED



# BARRICADE - PHASES 1 AND 2



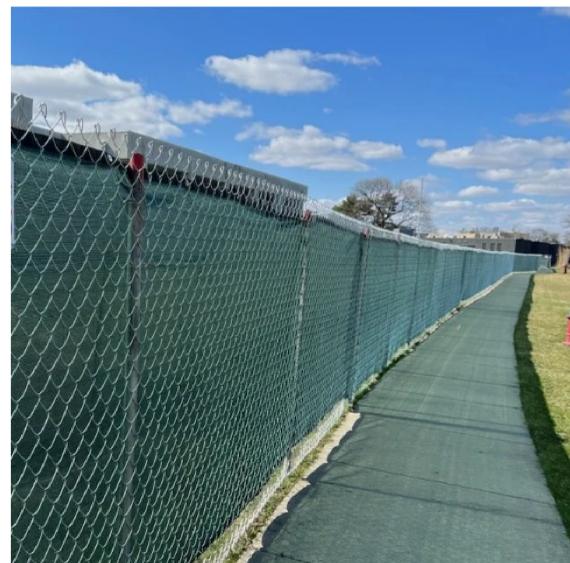
TYPE I, II, AND III BARRICADES

# BARRICADE - PHASES 3 AND 4



CONCRETE K-RAIL

# CONSTRUCTION FENCE - PHASES 1, 3, AND 4



6' TALL FENCE WITH POSTS DRIVEN

# CONSTRUCTION FENCE - PHASE 2



6' TALL FENCE ON T-STANDS

DRAFT

2	09.24.25	Enabling Works Progress
1	07.18.25	Enabling Works Progress
REV	DATE	DESCRIPTION

STAMP

**FOR INFORMATION ONLY**

PROJECT NUMBER	DRAWN	AUTHOR
22052	CHECKED	CHECKER
	SCALE	ISSUED

STATUS  
ENABLING WORKS PROGRESS  
09/24/25

DRAWING TITLE  
**CONSTRUCTION FENCING AND BARRICADES**

**SCHEDULE 1**

**APPROVED FORM OF CC&RS**

**[See Attached]**

DRAFT

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

DesertXpress Enterprises, LLC  
8329 W. Sunset Road, Suite 150  
Las Vegas, NV 89113  
Attn: David Pickett, Esq.

With a copy to:

City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Attn: City Manager

San Bernardino County Transportation  
Authority  
1170 W. Third Street, 2nd Floor  
San Bernardino, CA 92410  
Attn: Director of Transit and Rail

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Requested per Government Code 27383.

**CONDITIONS, COVENANTS, RESTRICTIONS AND  
EASEMENTS  
(RANCHO CUCAMONGA HSR STATION)**

These Conditions, Covenants, Restrictions and Easements (RANCHO CUCAMONGA HSR STATION) (this “*Agreement*”) are entered into as of \_\_\_\_\_, 2025, by and among the **CITY OF RANCHO CUCAMONGA**, a California municipal corporation (the “*City*”), the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a public entity (“*SBCTA*”), and together with the City, the “*Public Agencies*”, and **DESERTXPRESS ENTERPRISES, LLC**, a Nevada limited liability company d/b/a Brightline West and qualified to do business in California (“*Developer*”). The City, SBCTA, and the Developer may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”.

**RECITALS** :

A. Concurrently herewith, Developer acquired from the Public Agencies that certain real property legally described on *Exhibit A* attached hereto (the “*Station Property*”) for the purpose of developing a train station and related infrastructure for a privately owned and publicly

accessible high-speed passenger railroad and local rail service, including station parking facilities and related station uses, subject to easements reserved by the Public Agencies (the “**Reserved Easements**”) in the grant deed, recorded immediately prior hereto, whereby Developer acquired the Station Property (the “**Grant Deed**”), all in accordance with the terms and conditions of that certain Disposition and Development Agreement, dated October 5, 2022, entered into between the Parties (as amended, the “**DDA**”). The Station Property expressly excludes the Surface Property (defined below).

B. The Public Agencies retained ownership of that certain real property legally described on **Exhibit B** attached hereto (the “**Surface Property**”) for the purpose of continuing to operate surface parking separate and distinct from the HSR Station (defined below).

C. The Station Property and the Surface Property are adjacent to a transit center owned and operated by the Public Agencies and which currently includes public parking and connections to the passenger railroad service operated and maintained by SCRRRA (“**Metrolink**”) and public buses (collectively, “**Transit Center**”). The Transit Center includes, without limitation, the real property on which the Transit Center is located as legally described on **Exhibit C** attached hereto.

D. Pursuant to the terms of the DDA, a portion of the Transit Center will be developed by Developer with a joint use passenger pick up and drop off area (“**PUDO**”). Following the initial development of the PUDO by Developer, the PUDO shall be operated and maintained by the Parties pursuant to the terms hereof. The PUDO includes without limitation the real property on which the PUDO is located as legally described on **Exhibit D** attached hereto.

E. The Station Property, the Surface Property and the PUDO (each individually a “**Property**” and collectively, the “**Properties**”) are legally independent separate interests in real property. The Station Property is above and below the Surface Property, there are easements that travel through specific limited areas of the Surface Property that permit columns and specific utilities adjacent to such columns to traverse through and exist within such specific limited areas of the Surface Property to support the HSR Station and the Surface Property requires certain easements over the Station Property to connect with the adjacent PUDO and Transit Center, all as further described herein. The Parties are entering into this Agreement to establish easements, covenants and restrictions, all intended to establish and protect the estates, general plan of ownership, use and enjoyment of each Party’s Property.

F. The Public Agencies and the Developer intend that this Agreement be a covenant running with the land pursuant to Section 1468 of the California Civil Code.

NOW, THEREFORE, for good and valuable consideration, the Parties hereby confirm the accuracy of the foregoing recitals, and covenant and agree as follows:

#### A G R E E M E N T :

1. **DEFINITIONS.** The following is not an exhaustive list of all defined terms in this Agreement and excludes many defined terms used in only one Section hereof, but instead includes certain key defined terms that are used throughout this Agreement.

1.1 **Agreement.** As set forth in the preamble above, *Agreement* means these Conditions, Covenants, Restrictions and Easements, as amended from time to time.

1.2 **City.** As set forth in the preamble above, *City* means the City of Rancho Cucamonga, California.

1.3 **Developer Permittee.** *Developer Permittee* means employees, agents, visitors, contractors, patrons, guests or invitees of Developer.

1.4 **DDA.** *DDA* is defined in Recital A.

1.5 **HSR Station.** *HSR Station* means that certain private, but publicly accessible, passenger train station, including all train platforms, common areas, and parking areas located on the Station Property and columns within easements within the Surface Property, but otherwise expressly excluding the Surface Property, including:

1.5.1 the shell (including the exterior skin) and core of the HSR Station;

1.5.2 all structural support elements existing in, on, under and throughout the HSR Station shell and core, including all footings, girders, columns, braces, foundations, load-bearing walls, utility-bearing walls and other standard support elements, and every wall, column, floor, ceiling, footing, foundation or other vertical or horizontal improvement in the HSR Station;

1.5.3 the elevators, including the elevator shafts, elevator cabs, doors, elevator lobbies, and related machinery and equipment rooms, if any, in, to and serving the HSR Station;

1.5.4 area drains, scuppers, stairways, vaults, mechanical shafts, pipes, lines, mains, conduits, flues, risers, auxiliary generator room, clarifier, and any other equipment, fixtures, machinery, system or apparatus in, to and which benefit the HSR Station; and

1.5.5 any fire and life safety and sprinkler systems in, to and serving the HSR Station, including alarms, fire sprinkler pipes, and the sensors, pipes and fire sprinkler heads.

1.6 **Metrolink.** *Metrolink* is defined in Recital C.

1.7 **Official Records.** *Official Records* means the Official Records of San Bernardino County, California.

1.8 **Party.** *Party* is defined in the preamble.

1.9 **Permittee.** *Permittee* means either a Developer Permittee or a Public Agency Permittee.

1.10 **Properties.** *Properties* is defined in Recital E.

1.11 **PUDO.** *PUDO* is defined in Recital D; and the PUDO includes the real property on which it is located, as legally described on *Exhibit D* attached hereto.

1.12 **Public Agencies Permittee.** *Public Agencies Permittee* means employees, agents, visitors, contractors, patrons, guests or invitees of either or both of the Public Agencies.

1.13 **San Gabriel Subdivision Lease Agreement.** *San Gabriel Subdivision Lease Agreement* means that certain San Gabriel Subdivision Lease Agreement entered into between SBCTA and Developer, dated March 2, 2022, as amended from time to time.

1.14 **SBCTA.** As set forth in the preamble above, *SBCTA* means San Bernardino County Transportation Authority.

1.15 **Station Property.** *Station Property* is defined in Recital A and legally described on *Exhibit A* attached hereto.

1.16 **Surface Property.** *Surface Property* is defined in Recital B and legally described on *Exhibit B* attached hereto. For purposes of interpreting the maintenance rights and obligations described in this Agreement, the actual boundaries of the Surface Property shall be deemed to extend to the interior unfinished surfaces of the walls, floors, and ceilings that surround the ground floor level (first floor) of the HSR Station and shall exclude all components of the HSR Station described below.

1.17 **Transit Center.** *Transit Center* is defined in Recital C; and the Transit Center includes the real property on which it is located, as legally described on *Exhibit C* attached hereto.

## 2. USE RESTRICTIONS.

2.1 **Use Restrictions.** The Properties shall only be operated for transit and transit-related purposes, including without limitation appurtenances and appurtenant uses thereto.

2.2 **Maintenance and Security.** To the extent permitted by any applicable law, each Party hereby covenants and agrees to use commercially reasonable efforts to limit loitering, smoking, panhandling, vagrancy and other nuisance and/or unlawful conduct in and on its respective Property, including, without limitation, posting and maintaining signs that prohibit such activities in reasonable locations; however, (a) the Public Agencies' obligations under this Section shall be satisfied by enforcing the prohibitions for the Surface Property with the same level of security services that the Public Agencies obtain and provide for the Transit Center, and (b) the Developer's obligations under this Section shall be satisfied by enforcing the prohibitions for the Station Property with the level of security services required by this Section 2.2 or the highest level that Developer obtains and provides for any other train station that is owned or operated by Developer within the State of California.

2.2.1 **Repair and Maintenance of Vehicles and Equipment.** Except for short-term emergency situations, repair or maintenance of vehicles or mechanical equipment shall not be permitted within/in or on the Properties.

2.2.2 **Security.** Each Party shall hire and maintain all such security services, including, without limitation, the presence of onsite security personnel and the placement

of security cameras or devices within their respective Properties, as such Party reasonably determines may be appropriate.

**2.2.3 Ceiling, Wall, Column and Floor Penetrations.** The Public Agencies and Public Agency Permittees shall be permitted to install signs, lighting, traffic safety mirrors, security systems and other parking related equipment on interior facing walls, floors and ceilings surrounding the Surface Property and columns within the Surface Property, and in connection therewith, reasonably bolt or otherwise affix and install items on the walls, columns, floors, and ceilings that surround, or are within, the Surface Property; provided, however, that in connection with the foregoing, the Public Agencies shall not adversely impact the structural integrity of the HSR Station or any improvements therein. If a necessary repair or property improvement requires a penetration that would be reasonably likely to adversely affect the HSR Station, then the Public Agencies and/or Public Agency Permittee(s) shall reasonably coordinate such repairs or property improvements with the Developer. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the Public Agencies and Public Agency Permittees from reasonably painting or repainting (as necessary) parking stripes, parking stalls or directional signage on the interior facing walls, paved floors, and columns that enclose, or are within, the Surface Property. City and SBCTA may design and install exterior directional signage to the Surface Property, Bus Loop, and PUDO, which shall be reasonably consistent in style with the directional signage into the parking for the HSR Station except to the extent necessary to incorporate the official seals or logos of the Public Agencies or Metrolink.

### **3. MAINTENANCE AND OPERATIONAL OBLIGATIONS.**

**3.1 Maintenance and Repair.** Except to the extent any damage is caused by another Party or Parties, in which event the damaging Party or Parties shall be responsible for such repair, each Party or Parties (that is, the Public Agencies) shall be solely responsible to perform all maintenance and repair obligations with respect to its or their respective Property, such that each Property is maintained in good condition and repair, including ensuring that its or their Property is on a reasonable periodic basis cleaned, swept and otherwise kept reasonably free of all trash, debris and standing water. For the avoidance of doubt, subject to the proviso at the beginning of the first sentence of this Section 3.1, Developer shall be solely responsible for maintaining the Station Property, including, without limitation, (a) the HSR Station, (b) the structural integrity of the columns which traverse the Surface Property, (c) any utilities serving the HSR Station that traverse the Surface Property adjacent to the columns while the Public Agencies shall be solely responsible for maintaining the Surface Property, including without limitation the interior surfaces of each of the walls, columns, floors, and ceilings that surround the Surface Property, including graffiti removal, and (d) water quality management as required by any applicable governmental authority in connection with the Station Property and/or the HSR Station, which shall mean the maintenance, repair, and replacement (as necessary) of stormwater/urban runoff treatment best management practices required by any applicable governmental authority in connection with the Station Property and/or the HSR Station. For the purposes of clarity, subject to the proviso at the beginning of the first sentence of this Section 3.1 and except for periods in which Developer is installing subterranean improvements under the Surface Property such that maintenance by the Public Agencies would interfere therewith, if the paved floor is damaged, the Public Agencies shall have the right and the obligation to repair said floor and sufficient access is hereby granted by Developer to the Public Agencies to perform such repair work. The Public Agencies' right and

obligation to make such repairs to the paved floor shall automatically terminate upon the Developer's installation of any subterranean improvements (other than utilities or other similar installations) under the Surface Property, if ever. For the avoidance of doubt, when a Party is responsible for repair or maintenance under this Section 3.1, such responsibility shall include all costs relating thereto.

3.2 **Cooperation.** The Developer and the Public Agencies shall reasonably cooperate with one another in good faith in the performance of their obligations under this Section 3.

3.3 **Operation of HSR Station.** Developer shall operate the HSR Station at the Station Property at all times Developer maintains a high-speed passenger rail system in Southern California so as to ensure that all regularly scheduled passenger trains stop at the Station Property in accordance with the San Gabriel Subdivision Lease Agreement. Express, special event, and charter train services are not required to stop at the Station Property; however, Developer may not provide only express, special event and/or charter train services.

3.4 **Modifications After Initial Construction.** Following the completion of the HSR Station by Developer and the surface parking improvements by the Public Agencies, neither Party shall materially alter, renovate, modify or add to the exterior of any improvements without the prior written consent of the other Party, which consent is not to be unreasonably withheld, conditioned or delayed.

3.5 **Operation of PUDO.** Developer shall operate and maintain the PUDO after completion and acceptance thereof, including, without limitation, water quality management as required by any applicable governmental authority. The City and/or SBCTA shall reimburse Developer on a pro rata basis for its allocable share of such operation and maintenance costs. Such costs shall be calculated based on the square footage of the Surface Property owned by the City and/or SBCTA in relation to the square footage of the Developer's parking garage within the HSR Station as depicted in as-built drawings prepared for the HSR Station at the time of its completion, provided, however, that the City and/or SBCTA's total share shall not exceed fifteen percent (15%) of total operation and maintenance costs for the PUDO. Utility services to the PUDO shall be separately metered such that (i) irrigation water and electrical service to the Omnitrans Bus Loop and the Pedestrian Tunnel (defined below) area and associated ramps and stairs, shall be metered and billed directly to the City and/or SBCTA, and (ii) irrigation water and electrical service to all other areas within the PUDO shall be metered and billed directly to Developer. Security services for the PUDO shall be coordinated between Developer and the City and/or SBCTA, with each Party responsible for including the PUDO in its respective security patrols. Further, the Parties shall cooperate in good faith to implement the following protocols for operation of the PUDO:

3.5.1 The Parties shall meet and confer at least annually in the first quarter of the calendar year to:

(a) Address any operational needs or deficiencies related to the PUDO;

(b) Identify and agree upon estimated changes affecting estimated budget requirements for the following fiscal year (July 1 to June 30) related to obligations under these CC&Rs; and

(c) Notify the other Parties of any known security incidents occurring within the PUDO, including, without limitation, criminal activity, vandalism, accidents involving personal injury or property damage, or other threats to the safety, integrity, or proper use of the PUDO (each, an “*Incident*”). Each Party shall maintain and share upon request reasonable incident logs, including time, nature, and disposition of each reported Incident.

3.5.2 In the event of an emergency involving immediate threats to public health or safety within the PUDO, each Party shall have the independent right to respond without prior notice to the other Party, including by contacting emergency services, securing affected areas, or evacuating persons as necessary. As soon as reasonably practicable after the initial emergency response, the responding Party shall notify the other Parties of the nature of the emergency, the actions taken, and any follow-up measures that may be required.

3.5.3 City and SBCTA shall have responsibility for promulgating, posting, and enforcing rules and regulations governing the use of the PUDO to ensure consistency with public use requirements and all applicable laws. Each Party shall reasonably assist in the enforcement of such rules and regulations during their security patrols, including by issuing warnings or contacting law enforcement as appropriate. City and SBCTA will provide Developer with reasonable notice prior to implementing new security-related policies, signage, or access restrictions within the PUDO, except in the case of an emergency where immediate temporary action is required.

#### 4. EASEMENTS.

4.1 **Easements for the Benefit of the Surface Property.** The Public Agencies and Public Agency Permittees shall benefit from, and Developer hereby establishes and grants for the benefit of the Public Agencies and Public Agency Permittees, the following easements over portions of the Station Property, which shall be appurtenant to the Surface Property:

4.1.1 **Access Easements.** Nonexclusive access easements over and across those portions of the Station Property for the purposes described below and subject to Public Agencies’ approval of plans as described in DDA Section 3.4:

(a) a pedestrian access easement across that portion of the Station Property between the Surface Property and the Transit Center as necessary to provide for free, unrestricted and contiguous ingress and egress between the Surface Property and the Transit Center. For the avoidance of doubt, such access easement shall correspond to the actual improvements constructed from time to time that provide for such ingress and egress and not the foregoing blanket description.

(b) a pedestrian access easement over and across those portions of the Station Property designated by Developer, including stair and elevator access, that provides reasonable ingress and egress between the Surface Property and the communications building on adjacent property owned by the City (“*Communications Building*”). For equipment trucks that

are too large to fit in the Surface Property, or which are necessary to be located within close proximity to the Communications Building when performing work on or inside of the Communications Building, and for fire and/or emergency vehicle access, Developer shall designate and maintain reasonable vehicular and parking access for such vehicles within the loading area off of Milliken Avenue or the drop off/pick up area on the main floor of the Station Property, together with pedestrian access designated by Developer that provides reasonable ingress and egress between such parking area and the Communications Building. Additionally, Developer shall provide and maintain an access gate through the existing fence between the San Gabriel Subdivision right of way and the Communications Building and a gate through any other Developer owned physical barrier that would block access to the Communications Building, as applicable.

(c) For the avoidance of any doubt, the Grant Deed reserves to the Public Agencies additional utility, access, construction, and use easements over portions of the Station Property, as described and depicted in the Grant Deed.

#### 4.1.2 Reserved.

4.2 **Easements for the Benefit of the Station Property.** The Developer and the Developer Permittees shall benefit from, and the Public Agencies hereby establish and grant for the benefit of the Developer and the Developer Permittees, the following easements over portions of the Transit Center and Surface Property, which shall be appurtenant to the Station Property:

4.2.1 **Developer Maintenance Obligations.** Nonexclusive easements within, through and across the Surface Property and the PUDO as reasonably necessary for the purpose of performing the maintenance obligations described herein and the operation and security obligations in the PUDO. The rights of Developer and Developer's Permittees under this easement are subject to the obligation not to unreasonably interfere with the use or operation of the Surface Property, and, except in an "Emergency Situation" (as that term is defined below), to notify the Public Agencies at least thirty (30) days in advance of the dates, times and scope of maintenance and to cooperate in good faith with the Public Agencies in minimizing interference with the use and operation of the Surface Property; provided, however, if such maintenance or repair work does not impact access to or parking at the Surface Property, then Developer shall only be obligated to provide the Public Agencies with at least five (5) business days advance notice. Anytime Developer reasonably determines that immediate maintenance or repair work is required to address an imminent threat to public health or safety (each, an "**Emergency Situation**"), Developer shall give notice of such Emergency Situation to the Public Agencies as soon as possible after such determination and shall have the right to immediately act on providing such maintenance and repair work as is required to address the Emergency Situation; provided, however, that the foregoing language shall not be in denigration of any obligation, liability or duty of Developer under or pursuant to this Agreement or as provided by law, and the foregoing right shall not release or relieve Developer from any responsibility, liability or indemnification obligations arising out of, resulting from or relating to this Agreement.

4.2.2 **Access Easements.** Nonexclusive access easements over and across those portions of the Transit Center and Surface Property for the purposes described below and subject to Public Agencies' approval of plans as described in DDA Section 3.4:

(a) Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the HSR Station for the performance of their respective duties. Additionally, easements are hereby reserved in favor of all Parties for emergency ingress and egress over, through and across all portions of the HSR Station.

(b) a pedestrian access easement across the Surface Property as necessary to provide for free, unrestricted and contiguous ingress and egress between the Station Property and the Transit Center. For the avoidance of doubt, such access easement shall correspond to the actual improvements constructed within the Surface Property.

(c) a pedestrian and vehicular access easement across the PUDO as necessary to provide for free, unrestricted and contiguous ingress and egress between the Station Property and the PUDO. For the avoidance of doubt, such access easement shall correspond to the actual improvements constructed within the PUDO.

4.2.3 **Support Columns, Utilities, Elevators and Stairs, and Beams Serving HSR Station.** Exclusive easements within, through and across only those portions of the Surface Property expressly and specifically designated and developed with elevators and stairs, columns and beams and specified utilities (i.e., only the following utilities: storm drain; water; sewer; electrical; telecommunication; and data, including similar future technologies) adjacent to such columns and beams per plans approved in advance and in writing by the Public Agencies which plans specifically show such beams, columns and utilities, for the purpose of installing, constructing, inspecting, placing, maintaining, repairing, replacing, and removing the structural columns, support beams, utilities within or adjacent to such columns, footings and any other structural components or support elements existing in, on, under and throughout the HSR Station, including incidental access as necessary to access such columns, utilities and beams for such purposes ("**Column and Beam Easement**"). Developer and the Public Agencies shall reasonably cooperate to designate the locations of such elevators and stairs, columns, utilities and beams on such plans to facilitate the optimal, but commercially reasonable, parking and vehicular and pedestrian circulation within the Surface Property. Developer, at Developer's sole cost and expense, shall ensure that, at all times, the columns, beams and utilities are located to provide at least 350 parking stalls available to Public Agencies' Permittees within the Surface Property, including sufficient ADA compliant parking stalls to satisfy ADA requirements. For the avoidance of doubt, Developer, at Developer's sole cost and expense, shall ensure that the Surface Property and the adjacent Transit Center, upon delivery by Developer to the Public Agencies following the initial construction of the Station Property by or for the benefit of Developer and temporary use and reconfiguration of the Transit Center pursuant to Section 4.2.4 below, collectively provide at least 650 parking stalls. Additionally, Developer, at Developer's sole cost and expense, shall ensure that the beams and any utilities adjacent to such beams are located to provide and maintain at least eight (8) feet of clear height space throughout the Surface Property. Except in an Emergency Situation, Developer shall notify the Public Agencies in writing at least thirty (30) days in advance for maintenance and at least sixty (60) days in advance for any construction,

placing, repairing or removing work, of the dates, times and scope of maintenance or other work, and to cooperate in good faith with the Public Agencies in minimizing interference with the use and operation of the Surface Property; provided, however, if such maintenance or repair work does not impact parking at the Surface Property, then Developer shall only be obligated to provide the Public Agencies with at least five (5) business days advance notice. For the avoidance of doubt, if Developer desires to modify or add utilities in the future, the Public Agencies shall have reasonable review and approval rights with respect to any such modification or addition. Consistent with Section 4.2.1 above, anytime Developer reasonably determines that there is an Emergency Situation, Developer shall give notice of such Emergency Situation to the Public Agencies as soon as possible after such determination and shall have the right to immediately act on providing such maintenance and repair work as is required to address the Emergency Situation; provided, however, that the foregoing language shall not be in denigration of any obligation, liability or duty of Developer under or pursuant to this Agreement or as provided by law, and the foregoing right shall not release or relieve Developer from any responsibility, liability or indemnification obligations arising out of, resulting from, or relating to this Agreement.

**4.2.4 Temporary Parking and Staging Easement on Transit Center and Parking Easement on the Milliken Site during the Initial Construction.** In connection with development of the HSR Station by Developer and during the construction thereof, the Public Agencies hereby grant to Developer a temporary construction easement for (i) construction parking and (ii) construction staging purposes on the Transit Center (“**Parking and Staging Easement**”). The City hereby grants to Developer a temporary construction easement (“**Milliken Parking Easement**”) for Metrolink and/or construction parking on the adjacent parking lot owned by the City on Anaheim Place, abutting Azusa Court and Milliken Avenue (“**Milliken Site**”) until the completion of the HSR Station, but in any event no later than seven (7) years after Close of Escrow. However, with respect to the Milliken Site, the City may terminate the Milliken Parking Easement no earlier than six (6) months after written notice from the City to Developer indicating that the City has reached agreement with a buyer for the sale of all of the Milliken Site (or for a material portion of the Milliken Site that requires termination of such Milliken Parking Easement), subject only to City Council approval of the agreement, if such date is earlier than the completion of the HSR Station. The Public Agencies and Developer shall coordinate regarding the location(s) and scope(s) of such construction parking and construction staging such that the combined Transit Center and Milliken Site continue to provide at least 325 parking stalls or an Approved Lesser Amount are available to Public Agencies’ Permittees, at least four bus drop off locations (including on Azusa Court if necessary), pedestrian access between such parking and bus drop off locations and the Metrolink platforms and legally compliant ADA parking, all in a manner reasonably acceptable to the Public Agencies. Prior to exercising any such rights described within this Section 4.2.4, Developer shall provide the Public Agencies with thirty (30) days’ notice of Developer’s plans for any occupancy or use of the easement, and the Developer must demonstrate to the reasonable satisfaction of the Public Agencies that safe and adequate circulation of pedestrian, vehicular, and bus movements are and will be provided for at all times during the term(s) of the easement. Developer shall provide the Public Agencies at least thirty (30) days’ notice of any changes to the affected area, to enable the Public Agencies to provide notice to Metrolink and/or its patrons, and such changes must otherwise be in accordance with the terms of this Agreement. Commencing on the date which Developer takes possession of any Parking and Staging Easement or Milliken Parking Easement, Developer shall compensate the Public Agencies for the temporary use of such area by paying them, on a monthly basis, on or before the first business day of each

calendar month, without offset or deduction, a sum of money which is equal to the product of the following factors: (i) the total number of square feet then affected by the applicable easement, (ii) the affected property's fee value per square foot, multiplied by (iii) one third of a percent (1/3%). The fee value per square foot of the affected property shall first be established by an appraisal no older than six months at the time Developer first takes possession of either of the Parking and Staging Easement or Milliken Parking Easement area and shall be scaled by a factor of one and four hundredths (1.04) each year on the anniversary of said appraisal's date of valuation. If payment is not made within ten (10) business days after written notice from the City, then the outstanding sum shall immediately begin to accrue interest at the rate identified in Section 7 until paid. Notwithstanding the foregoing, Developer shall receive a credit, not to exceed \$600,000, toward the rent for the Parking and Staging Easement during such time Developer is actively constructing the Bus Loop and PUDO. Such credit will not be received during such time Developer is using the areas designated for the Bus Loop and PUDO for construction staging during development of the HSR Station. During the term of the Parking and Staging Easement or Milliken Parking Easement, as applicable, Developer shall maintain such easement area in good condition and repair. Following the termination of the Parking and Staging Easement or Milliken Parking Easement, as applicable, Developer shall promptly return the portion of the Transit Center and Milliken Site, as applicable, used for such easement to, with respect to the Transit Center, the improved condition per the approved plans, and to the Milliken Site, its condition immediately prior to the easement term.

**4.2.5 Minimum Parking.** At all times until the completion of the HSR Station, Developer shall ensure that a minimum of (1) three hundred twenty-five (325) parking spaces total across the Surface Property, the Milliken Site (defined below) and Transit Center (or such lesser amount if less than 325 parking spaces total exist at such time), or (2) an Approved Lesser Amount (defined below) of parking spaces total across the Surface Property, Transit Center and other adjacent parking lots if the City sells the Milliken Site, and in both events, including sufficient ADA compliant parking stalls to satisfy ADA requirements, are available to Public Agencies' Permittees. Developer shall conduct parking counts on the Transit Center during the fall of 2025 and spring of 2026 and share such data with the Public Agencies for the Parties to collectively determine the actual peak parking demand, which in all events shall be no greater than 325 parking spaces ("**Approved Lesser Amount**"). On or before the earlier of (i) August 1, 2026 or (ii) the date that less than the Approved Lesser Amount is available on the Transit Center, Milliken Site and other adjacent parking lots, Developer shall obtain the administrative approval of the Public Agencies of a parking plan that provides for any delta between the available parking within such lots and the Approved Lesser Amount via parking within walking distance, but no more than 1,000 feet, of the Transit Center or offsite parking with shuttle service. Such parking plan shall specifically identify any off-site parking sites and stalls with written options or guarantees of the availability of such parking and shuttle service, as applicable, to implement such parking plan. Additionally, Developer shall use commercially reasonable efforts to phase and stage its construction to limit, where possible, the time that the parking plan would be necessary.

**4.2.6 Temporary Construction Easement on Transit Center during the Initial Construction.** The Public Agencies hereby grant to Developer a temporary construction easement ("**Temporary Construction Easement**") for the construction of ramps and stairs, reconfigured bus loop, the PUDO, and reconfigured parking on the Transit Center, all per plans approved by Public Agencies in accordance with DDA Section 3.4, to facilitate ingress and egress

between the Station Property and the Transit Center and the reconfigured pedestrian ramp for access to the pedestrian tunnel between the north and south Metrolink platforms (“**Pedestrian Tunnel**”). Developer shall ensure that the design and construction of the ramp from the Station Property to the Transit Center is in accordance with all ADA requirements. Additionally, Developer shall ensure that the design and construction of such ramp includes and utilizes drains and non-slip surfaces; provided, however, that Developer shall ensure that such design and construction also provides for and is conducive to the commercially reasonable subsequent addition of an overhead covering to shield the ramp from rain. The Public Agencies and Developer shall coordinate to ensure that at least four bus drop off locations (including on Azusa Court if necessary), pedestrian access between such parking and bus drop off locations and the Metrolink platforms and legally compliant ADA parking, all in a manner reasonably acceptable to the Public Agencies. Prior to exercising any such rights described within this Section 4.2.4, Developer shall provide the Public Agencies with thirty (30) days’ notice of Developer’s plans for any occupancy or use of the easement, and the Developer must demonstrate to the reasonable satisfaction of the Public Agencies that safe and adequate circulation of pedestrian, vehicular, and bus movements are and will be provided for at all times during the term(s) of the easement. Developer shall provide the Public Agencies at least thirty (30) days’ notice of any changes to the affected area, to enable the Public Agencies to provide notice to Metrolink and/or its patrons, and such changes must otherwise be in accordance with the terms of this Agreement. During the term of the Temporary Construction Easement, Developer shall maintain the Temporary Construction Easement area in good condition and repair. Following the termination of the Temporary Construction Easement, Developer shall promptly return the portion of the Transit Center used for the Temporary Construction Easement to the improved condition per the approved plans.

**4.2.7 Future Construction.** During the redevelopment of the Station Property, Developer on advance written notice, including without limitation the prior written approval of the Public Agencies of replacement parking as provided below, of not less than twelve (12) months, shall have the right to temporarily close the Surface Property for a reasonable period of time not exceeding thirty-six (36) months (as the same may be extended by force majeure, but not otherwise) during the actual construction on the Station Property and subject to the terms of this Section 4.2.5. If, as a consequence of Developer’s future construction, the Public Agencies would not have at least 325 parking spaces available during the period of construction, Developer shall provide reasonable replacement parking, compliant with ADA and all other applicable law, taking into account both then existing ADA parking areas located on the Transit Center and ADA requirements relating to the replacement parking, as applicable, and otherwise reasonably acceptable to the Public Agencies during the construction period and thereafter until the Surface Property is returned to its prior condition. The amount of such replacement parking provided by Developer shall ensure that the Public Agencies would have (i) 325 parking spaces if the Public Agencies had 325 or more parking spaces just prior to Developer’s construction, or (ii) if the Public Agencies had less than 325 parking spaces just prior to Developer’s construction, an amount equal to such lesser amount. Following such construction, Developer shall promptly return the Surface Property to its prior condition as of the date Developer took possession or per revised plans approved by the Public Agencies, if applicable. As an example only, if Developer develops a larger HSR station with below grade parking and the Surface Property, at the time of such construction, is used as a gated surface parking lot, Developer shall restore the Surface Property to a surface parking lot, including striping, lighting, and gates, as applicable (including any equipment that was previously installed by the Public Agencies).

4.2.8 **Service Corridor for Baggage** . Developer may in the future, without any obligation to do so or to continue such service once commenced, build a service corridor from baggage handling room on the Station Property that would open onto the Pedestrian Tunnel to enable baggage service between BLW trains and Metrolink Trains. Developer shall construct the connection of the service corridor with the Pedestrian Tunnel per plans approved in advance and in writing by the Public Agencies and gate such corridor from the Pedestrian Tunnel to prevent access and vagrancy issues when not in use; said gate to be located entirely on the Station Property. Developer shall coordinate with the Public Agencies regarding the design thereof to maximize the continued functionality of the Pedestrian Tunnel and any construction work relating thereto to minimize impacts to the Transit Center.

4.2.9 **Warranties**. For all facilities that the Public Agencies will own and control, Developer shall obtain customary and usual construction and installation warranties, shall assign all such warranties, on a non-exclusive basis and to the extent assignable, to the Public Agencies with respect thereto, and shall, whether or not such warranties are assigned, reasonably cooperate with the Public Agencies to enforce such warranties as necessary, including filing and pursuing warranty claims on behalf of the Public Agencies for non-assignable warranties.

## 5. INSURANCE.

5.1 **Public Agency Insurance Requirements**. With respect to the Surface Property and the PUDO, at all times the Public Agencies (or one of them) shall maintain property insurance coverage in amounts and types consistent with the coverage and amounts maintained on the Transit Center. To the extent both possible and reasonably available at commercially reasonable rates, Developer will be named as an Additional Insured on said insurance coverage and the Public Agencies will provide Developer reasonable evidence of said insurance upon request. The Public Agencies shall also maintain Commercial General Liability (CGL) coverage within the PUDO and Surface Property.

5.2 **Developer Insurance Requirements**. Developer at all times shall maintain the following insurance coverage:

5.2.1 **Property Insurance**. With respect to the Station Property, at all times Developer shall maintain property insurance against all risks of loss to any at full replacement cost with no coinsurance penalty provision. Such coverage shall name the Public Agencies as a loss payee as their interest may appear.

5.2.2 **Commercial General Liability (CGL)**. Developer shall maintain the insurance coverage set forth below in this Section 5.2.2 when the provisions of Section 5.3.1 do not apply. Such insurance shall include Commercial General Liability with limits of liability of not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the general aggregate for this project; otherwise, the general aggregate shall be twice the per occurrence limit. Coverage shall include bodily injury, property damage, personal and advertising injury, and products completed operations liability through any combination of primary and excess or umbrella liability insurance. Policy limits shall reset annually. Notwithstanding the foregoing, following the commencement of revenue service operations, the limits shall be adjusted to reflect the limit established by Congress from time to

time applicable to Developer's passenger rail operations. The CGL insurance shall be written on an ISO occurrence form CG 00 01 04 13, or on substitute forms providing coverage at least as broad as CG 00 01 04 13, subject to approval by the Public Agencies. Developer's CGL policy shall be primary, any coverage maintained by the Public Agencies shall not contribute with respect to the PUDO. All excess or umbrella policies must be "follow form" and shall provide coverage no less than the primary CGL policy. Refer to Section 5.4.4 for additional insured requirements.

**5.3 Insurance During Construction including Design.** Developer shall maintain the following insurance coverage at all times during which it is performing construction work within either of the Properties:

**5.3.1 Commercial General Liability (CGL).** Developer shall maintain Commercial General Liability (CGL) insurance with limits of liability of not less than three hundred fifty million dollars (\$350,000,000) per occurrence, three hundred fifty million dollars (\$350,000,000) products and completed operations aggregate, and a general aggregate limit of not less than three hundred fifty million dollars (\$350,000,000) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies. The CGL policy or policies shall include one reinstatement general aggregate limit during the policy(ies) term. The CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, subject to approval from the Public Agencies. All excess or umbrella policies shall be "follow form" and shall afford no less coverage than that provided by the underlying primary CGL policy. All such excess or umbrella policies shall also include a drop-down provision in the event of exhaustion or unavailability of the underlying primary limits and shall provide coverage as if primary. Refer to Section 5.4.4 for additional insured requirements.

The policy or policies shall be endorsed to remove exclusions pertaining to any railroads. The CGL insurance shall not include any endorsement or other policy language that limits or restricts coverage for liability assumed under an insured contract. Completed operations coverage shall extend for the duration of any exposure under any applicable statute of repose or any other applicable statute of limitations. If coverage for the full statutory exposure period is not commercially available, such completed operations coverage shall extend for at least ten (10) years from the completion date of such improvements.

**5.3.2 Commercial Automobile Insurance.** Developer shall maintain commercial automobile liability insurance written on ISO form CA 00 01 10 01 or on substitute forms providing coverage no less broad, subject to approval by the Public Agencies. Such insurance shall provide a limit of not less than five million dollars (\$5,000,000) per accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy must contain an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars (\$1,000,000). Developer shall require its general contractor to maintain (and shall ensure that its general contractor does maintain) commercial automobile liability insurance written on ISO form CA 00 01 10 01 (or, with approval from the Public Agencies, substitute form providing equivalent liability coverage) with a limit not less than twenty-five million dollars (\$25,000,000) per accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos) and can be satisfied by a combination of primary and excess and/or umbrella policies.

The policy(ies) must contain an endorsement for coverage to operations in connection with a railroad and an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars (\$1,000,000). All excess or umbrella policies shall include a drop-down provision in the event of exhaustion or unavailability of the underlying primary limits and shall provide coverage as if primary for commercial automobile liability.

### 5.3.3 *Workers' Compensation and Employers Liability Insurance.*

Developer shall maintain Workers' Compensation insurance in accordance with the requirements of applicable California statutes. In addition, Developer shall provide Employer's Liability with limits of not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee for disease, and a policy limit of one million dollars (\$1,000,000) for disease. Developer shall maintain excess liability insurance including Employer's Liability coverage with limits of not less than twenty-five million dollars (\$25,000,000), which may be satisfied through a combination of primary and excess and/or umbrella liability insurance policies. The workers' compensation policies must provide the following:

- (a) A waiver of subrogation in favor of the Additional Insured Parties and the Permittees of the Additional Insured Parties;
- (b) A voluntary compensation endorsement;
- (c) An alternative employer endorsement, if applicable to the Additional Insured Parties' operations;
- (d) Coverage for liability under Title 46 of the U.S.C. § 688 on an "if any" basis or as otherwise appropriate; and
- (e) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate.

5.3.4 *Professional Liability Insurance.* The Developer shall provide evidence of professional liability insurance, including prior acts coverage sufficient to cover all claims arising out of any professional services, including without limitation engineering, architectural, or land surveying work required in connection with such construction, procured, and maintained by those third parties performing such work for or on behalf of Developer. For the lead design contractor for the improvements in privity with Developer, the coverage must not be less than ten million dollars (\$10,000,000) per claim and in the aggregate. For environmental assessments, land surveying work and any other site work, the coverage must not be less than two million dollars (\$2,000,000) per claim and in the aggregate. For architectural, geotechnical engineers, and electrical engineers, the coverage must not be less than two million dollars (\$2,000,000) per claim and in the aggregate. For structural engineers and civil engineers relating to such construction, the coverage must not be less than five million dollars (\$5,000,000) per claim and in the aggregate. Developer shall also require any member of its design build team, any subconsultant, or any subcontractor performing professional design services for any portion of such construction work, to obtain and maintain (and shall ensure that they do obtain and maintain)

professional liability insurance providing the same coverage, with limits of at least one million dollars (\$1,000,000) per claim and in the aggregate. Developer shall procure and maintain an Owner's Protective Professional Indemnity (OPPI) policy that provides coverage with limits of at least twenty-five million dollars (\$25,000,000) per claim and in the aggregate for claims arising out of the liability of design and construction professionals. Such coverage must include coverage for claims filed directly against Developer by third-parties alleging negligence (arising from professional services of design firms).

No self-insured retention for Developer or any lead design entity is permitted to exceed five hundred thousand dollars (\$500,000), without prior written approval from the Public Agencies, in their good faith discretion (which shall factor in whether such insurance is commercially available). Coverage must apply specifically to professional activities performed or contracted by Developer in support of the construction. The policy(ies) must have a retroactive date consistent with the inception of the first date of design or project or construction management activities, and no later than the date on which any contract or subcontract was issued. Developer agrees to maintain or to require its design professionals, subconsultants, or design-build subcontractors to maintain (and shall ensure that they do maintain), as appropriate, this required coverage for a period of no less than three years after the commencement of revenue service or to purchase an extended reporting period for no less than three years after the commencement of revenue service. If the contractor is working with a separate lead design entity, contractor must (and Developer shall ensure that contractor does) require the lead design entity to agree to maintain this coverage for a period of no less than three (3) years after completion of such construction.

**5.3.5 Contractor's Pollution Liability.** Developer shall procure or cause to be procured contractor's pollution liability ("CPL") coverage throughout the period of construction. Coverage must be provided by a stand-alone policy with limits of no less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate per policy period dedicated to the larger high speed rail project, which may include other parcels under Developer's control or responsibility, but must include the Property. Coverage must be written on an occurrence basis and extended for a minimum ten (10) year period or for the duration of the applicable statute of repose. The CPL policy must include coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other media to the extent required by environmental laws caused by pollution conditions resulting from or exacerbated by covered operations; third-party bodily injury and property damage, provided that the third-party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by or from conditions exacerbated by covered operations. The policy must have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway or for lead or asbestos. Coverage as required in this Section shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL policy must also provide coverage for losses due to loading, unloading or transportation and liability imposed by off-site disposal of materials at a third-party disposal site including testing, monitoring, measuring operations or laboratory analysis and remediation. If the scope of work includes the disposal of any hazardous or non-hazardous materials from the job site, Developer shall furnish the Additional Insured Parties evidence of pollution legal liability insurance

maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of five million dollars (\$5,000,000) per loss and an annual aggregate of five million dollars (\$5,000,000).

**5.3.6 Railroad Protective Liability.** Developer shall provide, or cause to be maintained, any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any construction is being performed within 50 feet of any railroad ROW. Coverage shall be written on Insurance Services Office occurrence Form CG 00 35 (or, with approval from the railroad requiring such insurance, substitute form providing equivalent coverage) on behalf of any railroad as a named Insured, with a limit specified by any railroad.

**5.3.7 Builder's Risk Insurance.** Developer shall, upon commencement of construction, obtain and maintain a policy of builder's risk insurance for the construction. Coverage shall be written on an "all risk" basis on the larger high speed rail project that will at least cover the full replacement cost of the HSR Station and Developer's construction within the Transit Center, including, without limitation, the PUDO and bus loop, with no coinsurance provision. The insureds must include the contractor, all subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and the Additional Insured Parties. The policy must cover all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment (excluding contractor's equipment) that are part of or related to the portions or elements of the construction, and the works of improvement, including permanent and temporary works and on-site materials, and including goods intended for incorporation into the works located at the Property, in storage or in the course of transit to the Property and all improvements that are within the Property. The builder's risk policy must include coverage for:

- (a) Any ensuing loss from faulty workmanship or nonconforming work, including L.E.G. 3 wording, if commercially available;
- (b) Machinery accidents and operational testing involving equipment covered by the policy;
- (c) Removal of debris, with a sublimit of twenty-five percent (25%) of the loss subject to a limit of twenty-five million dollars (\$25,000,000) and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all Properties
- (d) Transit, including ocean marine coverage (unless insured by the supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key equipment item;
- (e) Replacement value of any property or equipment stored either on or off the Property;
- (f) Coverage limits sufficient to insure for the following perils subject to applicable sub-limits for these perils based on the probable maximum loss of the insured property:

- (i) Collapse;
- (ii) Terrorism;
- (iii) Earthquake;
- (iv) Flood;
- (g) Plans, blueprints and specifications; and
- (h) Demolition and increased cost of construction as required by law or ordinance subject to applicable sub-limits.

There must be no coinsurance penalty provision in any such policy. All deductibles or self-insured retentions must be the sole responsibility of Developer.

The policy must provide a “severability of interests provision,” “multiple insured’s clause” or similar wording that the policy is to apply to each insured as if a separate policy had been issued to each insured except as to limits.

Developer shall also require the general contractor and its subcontractors to procure and maintain (and shall ensure that they do procure and maintain) coverage for tools and equipment owned, leased or used by the general contractor or subcontractors in the performance of their work under this contract.

Upon completion of construction, Developer shall provide evidence of “all risk” property insurance covering the improvements, with coverage sufficient to cover the probable maximum loss of such improvements and alterations made by Developer pursuant to the terms hereof, which must include “all risk” coverage using the ISO Causes of Loss - Special Form or (with approval from the Public Agencies) its equivalent, as well as flood insurance, subject to applicable sub-limits for natural hazard exposures based on the probable maximum loss of such improvements.

#### 5.4 **General Insurance Requirements.**

5.4.1 ***Self Insurance/Deductible.*** The policy or policies under which coverage is provided by Developer may include a deductible or self-insured retention not in cumulative excess of ten million dollars (\$10,000,000) on the condition that:

(a) Each insurance policy expressly provides that the obligations of the policy issuer to the Additional Insured Parties an additional insured are not to be diminished in any way by Developer failure to pay its deductible or self-insured retention obligation for any reason;

(b) Developer provides a declaration under penalty of perjury by a Certified Public Accountant (CPA) acceptable to the Additional Insured Parties and who shall apply a Fiduciary Standard of Care, certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming that Developer has sufficient funds and

resources to cover any self-insured retentions if the cumulative self-insured retentions from all required insured policies are in excess of one million dollars (\$1,000,000); and

(c) Developer promptly pays any and all amounts due under such deductible or self-insured retention in lieu of insurance proceeds that would have been payable if the insurance policies had not included a deductible or self-insured retention amount.

5.4.2 **Definition of “Self Insurance”.** As used in this Section, “self insurance” means that Developer is itself acting as if it were the insurance company providing the insurance required.

5.4.3 **Evidence of Insurance.** Developer shall furnish evidence of insurance reasonably acceptable to the Additional Insured Parties before Developer commences physical construction within the Properties. Developer shall also provide the Additional Insured Parties with satisfactory evidence of renewal or replacement insurance no later than thirty (30) days after the expiration or termination of such insurance. Developer shall submit full copies of the commercial general liability policy, excess/umbrella liability policy, builder’s risk policy, and the professional liability policy or binders with full specimen copies of the forms for each policy until such time as full copies of the policies are available. This requirement applies prior to Developer starting work on the Properties, including all subsequent renewal policies. Certificates of insurance are required for all other lines of insurance. If, through no fault of Developer, any of the coverage required becomes unavailable, Developer shall provide good faith alternative insurance packages and programs, subject to prior approval by the Public Agencies, with the goal of reaching agreement in good faith on a package providing coverage equivalent to that specified herein.

5.4.4 **Additional Insured Coverage.** All insurance policies maintained by Developer, including property insurance, but excluding Workers’ Compensation and Professional Liability insurance, shall name the Additional Insured Parties as additional insured. Developer’s Commercial General Liability (CGL) insurance policies shall name the Additional Insured Parties as additional insureds using ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13 (or endorsements providing equivalent coverage, subject to approval by the Public Agencies). These endorsements shall provide additional insured coverage for both ongoing operations and completed operations, as required under this Agreement. With respect to liability arising out of or connected with work or operations performed by or on behalf of Developer on the Property, coverage for such additional insureds must not extend to liability to the extent prohibited by California Insurance Code Section 11580.04. The additional insured endorsements shall not limit the scope of coverage for the Additional Insured Parties to vicarious liability but shall instead provide coverage for each Additional Insured Party to the full extent afforded by the policy. **Additional Insured Party** means the Public Agencies, individually, and **Additional Insured Parties**, means the Public Agencies, collectively, and each case includes their respective directors, council members, officers, employees, contractors and agents.

(a) For CGL provided pursuant to Section 5.2.2, ISO Additional Insured Endorsement CG 20 26 may be substituted for CG 20 10. Coverage shall be provided to the Additional Insured Parties for all claims arising from the Property of the Additional Insured Parties, respectively, or proximately caused by reason of construction activities and the location

and placement of improvements within the Property, except to the extent caused by a respective Additional Insured Party's gross negligence or willful misconduct.

(b) For CGL provided pursuant to Section 5.3.1, the CGL policy shall provide coverage to the Additional Insured Parties for both on-going and completed operation losses. Such coverage shall apply to claims proximately caused by the uses authorized under this Agreement, except to the extent such claims are caused by the gross negligence or willful misconduct of a respective Additional Insured Party.

**5.4.5 Waiver of Subrogation Rights.** To the fullest extent permitted by law, Developer hereby waives all rights of recovery under subrogation against the Additional Insured Parties, and any other tenant, contractor, subcontractor or sub-subcontractor performing work or rendering services on behalf of the Additional Insured Parties, in connection with the planning, development and construction of any improvements. To the fullest extent permitted by law, Developer shall require each of its subcontractors, at every tier, to provide a written waiver of subrogation and to include corresponding provisions in their insurance policies. Developer shall require all of the policies and coverages required in this Section to waive all rights of subrogation against the additional insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided must not prohibit Developer from waiving the right of subrogation prior to a loss or claim.

**5.4.6 Eligible Insurers.** If policies are written by insurance carriers authorized and admitted to do business in the State of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the State of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by the Public Agencies.

**5.5 Coverage Amounts.** All insurance coverage amounts hereunder shall be increased every five (5) years based on increases, if any, in the consumer price index.

## 6. INDEMNITY.

**6.1 Indemnity.** Subject to the provisions of Section 6.2 below, Developer shall protect, indemnify, defend, and hold harmless the Public Agencies from and against all claims, demands, expenses, liabilities, losses, damages, and costs, including without limitation any actions or proceedings in connection therewith and reasonable attorneys' fees related thereto, incurred in connection with, arising from, due to or as a result of the death of, or any accident, injury, loss, or damage, howsoever caused, to, any person or loss or damage arising as a result of Developer's or Developer's Permittees' acts or omissions on or related to the Station Property and the PUDO, including without limitation, the Parking and Staging Easement and the Milliken Parking Easement described in Section 4.2.4 and the Temporary Construction Easement in Section 4.2.6. Subject to the provisions of Section 6.2 below, the Public Agencies shall protect, indemnify, defend, and hold harmless the Developer from and against all claims, demands, expenses, liabilities, losses, damages, and costs, including without limitation any actions or proceedings in connection therewith and reasonable attorneys' fees related thereto, incurred in connection with, arising from, due to or as a result of the death of, or any accident, injury, loss, or damage,

howsoever caused, to, any person or loss or damage arising as a result of the Public Agencies' or their Permittees' acts or omissions on or related to the Surface Property and the PUDO.

6.2 **General Provisions.** Notwithstanding anything to the contrary in this Section 6, neither Party shall be entitled to indemnification for damage to the extent caused by or arising from its negligence or willful misconduct or the negligence or willful misconduct of its Permittees.

7. **ENFORCEMENT AND REMEDIES.** If any Party defaults in the performance of any obligation under this Agreement ("**Defaulting Party**" with respect to each individual instance of such default), and if such default remains uncured thirty (30) days after written notice from the other Party ("**Nondefaulting Party**" with respect to each such individual instance of such default), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such Defaulting Party, (ii) be reimbursed by such Defaulting Party within thirty (30) days of written demand therefor, together with interest at the lesser of the rate of twelve percent (12%) per annum or the maximum rate permitted by law, and/or (iii) commence an action against the Defaulting Party for injunctive relief (including mandatory injunction or specific performance) and/or damages; and nothing in this Agreement, including without limitation the foregoing language and including that a cure period is provided and that a cure may timely occur, shall limit or be in denigration of the rights and remedies of the Nondefaulting Party, including the right to damages and/or other legal or equitable remedies or relief. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Agreement.

8. **APPROVALS AND DISPUTE RESOLUTION.** Except as otherwise specifically provided herein, no approval shall be unreasonably withheld or delayed. If the Parties are not able to agree on any matter which is to be approved by Party or Parties pursuant to this Agreement, the matter shall, upon demand of any Party, be determined pursuant to the provisions set forth below.

8.1 **Meet and Confer.** If the Parties are unable to resolve a dispute within ten (10) days of written notice of a dispute, the Parties will, at the written request of any Party, require that the matter be reviewed by a senior level executive of each Party (in the case of Developer, by a Senior Vice President or higher, and in the case of the Public Agencies, by the Assistant City Manager or higher or the Deputy Executive Director or higher, as applicable). If senior level executives cannot reach a resolution within ten (10) days of commencing their meet and confer then any Party may seek judicial resolution.

8.2 **Costs.** Each Party will bear its own costs, including attorneys' fees, which it incurs. In the event the parties use a mediator or arbitrator, they will share equally in the costs of the mediator's services.

## 9. **REVERSIONARY RIGHT.**

9.1 **Reversionary Right.** Reference is hereby made to the reversionary right of the Public Agencies with respect to the Station Property as set forth in DDA Section 5.2.2. With

respect to such reversionary right, as a matter of clarification, the Parties agree that, if the Public Agencies repay the amount set forth in DDA Section 5.2.2, and there is any secured loan or lien encumbering the Station Property, then the amount paid shall be paid to the secured lender or lienholder to the extent necessary to require a reconveyance/release of the applicable deed of trust or other lien under California law. Additionally, the reversionary right shall no longer apply following the completion of the required improvements set forth in the DDA by Developer and commencement of revenue service on the high speed rail line from the HSR Station.

## 10. RIGHT OF FIRST NEGOTIATION.

10.1 **First Negotiation.** If the Public Agencies elect to sell all or a portion of the Surface Property and/or the PUDO (which shall be subject to easements and/or licenses provided to Developer), or the Public Agencies receive a bona fide offer to buy all or a portion of the Surface Property and/or PUDO from a purchaser which is acceptable to the Public Agencies, Developer shall have the right of first negotiation to purchase the Surface Property and/or PUDO from the Public Agencies pursuant to the following terms and conditions:

10.1.1 **Sale Notice.** If the Public Agencies elect to sell all or a portion of the Surface Property and/or PUDO, the Public Agencies shall first notify Developer (or its successor owner of the Station Property) in writing before the Surface Property and/or PUDO (or such portion) becomes available for sale to third parties, or if the Public Agencies receive the bona fide offer described above, the Public Agencies shall notify Developer that the Public Agencies have received such an offer ("**Sale Notice**"). Pursuant to such Sale Notice, the Public Agencies shall then negotiate with Developer to sell the Surface Property and/or PUDO (or such portion) to Developer. The Sale Notice shall set forth the proposed economic terms (including, without limitation, purchase price) and conditions upon which the Public Agencies are willing to sell the Surface Property and/or PUDO (or such portion) (collectively, the "**Economic Terms**").

10.1.2 **Procedure for Acceptance.** If Developer wishes to exercise Developer's right of first negotiation, then within ten (10) business days of the delivery of the Sale Notice to Developer, Developer shall deliver a written notice to the Public Agencies of Developer's exercise of its right of first negotiation, whereupon the Public Agencies and Developer shall then negotiate the terms of the sale for a period of sixty (60) days ("**Negotiation Period**"). Developer must elect to exercise its right of first negotiation to purchase all of the Surface Property and/or PUDO offered (not less than what is offered). If Developer does not so notify the Public Agencies within the ten (10) business day period, or terms acceptable to the staff of the Public Agencies (which they would recommend to decision-makers for approval) are not reached during the Negotiation Period, then the Public Agencies shall be free to sell the portion of the Surface Property and/or PUDO offered to Developer to anyone the Public Agencies desire on any terms the Public Agencies desire, and Developer shall no longer have any right to purchase such portion of the Surface Property and/or PUDO; provided, however, if the Public Agencies desire to sell such portion of the Surface Property and/or PUDO (i) for less than ninety percent (90%) of the purchase price, or (ii) later than the date which is one year after the Negotiation Period, then the Public Agencies shall be obligated to give another Sale Notice to Developer in accordance with the terms of this Section 10.1.1 above.

10.1.3 **Agreement.** If Developer and the Public Agencies agree on the terms of Developer's purchase of the Surface Property and/or PUDO (or a portion thereof), then the Public Agencies and Developer shall, within ninety (90) days thereafter, execute a purchase agreement upon which Developer shall agree to purchase the Surface Property and/or PUDO (or a portion thereof) with the following terms: (a) Developer shall complete its due diligence review of the Surface Property and/or PUDO within thirty (30) days following the date of the purchase agreement, (b) the close of escrow under the purchase agreement shall not occur later than thirty (30) days following expiration of the due diligence period, and (c) all remaining terms of the purchase and sale of real property that are in the DDA and not specified in this Section 10.1 shall apply to the purchase and sale transaction.

## 11. TRAFFIC SIGNAL IMPROVEMENTS AND MAINTENANCE/REPAIR.

11.1 **Azusa Court/Milliken Avenue Intersection.** Developer shall construct a traffic signal and associated intersection improvements at the intersection of Milliken Avenue and Azusa Court ("**Intersection**") as part of the development and operation of the HSR Station.

11.2 **Milliken Avenue/Station Property Driveway.** Developer intends to utilize a right-in, right-out movement at the driveway entrance to the Station Property from Milliken Avenue ("**Driveway**") as part of the development and operation of the HSR Station. With this configurations, the City is not requiring a traffic signal to control traffic at the Driveway. However, Developer may not utilize a left-in, left-out movement at the Driveway unless and until a fully signalized T-intersection is constructed and installed at the Driveway in accordance with Section 11.4, unless otherwise agreed to by the City.

11.3 **Anaheim Place/Azusa Court Intersection and Azusa Court/Surface Property Driveway.** Developer completed a traffic study to determine whether any additional traffic improvements are required at the intersection of Anaheim Place and Azusa Court and at the driveway entrance to the Surface Property from Azusa Court. Based on the updated traffic study, the intersection of Anaheim Place and Azusa Court shall be designed and constructed as a two-way stop with full buildout to accommodate a future traffic signal, including the installation of conduit, raceway, and sufficient space for future poles and support infrastructure. The intersection shall initially operate as a two-way stop, with the traffic signal to be installed by Developer when traffic conditions warrant, as determined by a traffic study to be initiated by Developer five (5) years following the commencement of fare-paying Brightline West train operations, and then every decade thereafter unless updated information (e.g., a dramatic rise in ridership or development) warrants a traffic study earlier than such decade milestone. The cost of the future traffic signal installation shall be allocated among Developer, the City, and SBCTA on a proportionate basis reflecting the respected uses of the intersection by Brightline West passengers, Metrolink passengers, and bus operations. Such traffic study prepared by Developer shall analyze such user shares, subject to the reasonable review and approval of the City and SBCTA. The City shall process all permits for the initial intersection improvements in accordance with the process set forth in Section 11.4. To the extent the City has the legal ability to do so, the City shall collect fair-share contributions from, or impose fair-share contribution conditions on, any future development approvals in the vicinity of the intersection to assist in funding the cost of the future traffic signal. If such contributions are collected by third parties, the amounts shall be shared

proportionately with Developer, City, and SBCTA. City shall bear no liability for failing to collect such contributions from any third party.

**11.4 Permitting Process for Traffic Improvements.** Prior to beginning design of any traffic improvements, Developer's engineer shall meet with the City Engineer's traffic engineering staff to determine the appropriate design approach and operational characteristics for each traffic improvement. Developer will submit to the City a complete "Right-of-Way Application," including plans and specifications (the "**Application**") for approval of the construction and installation of each traffic improvement. The City will fairly and, in accordance with the City's customary practices, promptly process (i) the Application within one hundred twenty (120) calendar days of receipt of the Application from Developer (or its agents, representatives, or designees) and all additional applications by Developer (or its agents, representatives, or designees) for City permits necessary for the construction and installation of each traffic improvement, including not limited to, any requisite construction permits, grading permits, building permits, mechanical permits, electrical permits, drainage permits, permits, and requests for inspections and approvals. The City reserves all rights and inherent duties in processing the Application to conduct a good faith review of the Application and to perform its obligation to not approve an incomplete Application if the Application is missing required technical information or is not in compliance with permit approval requirements. The City agrees to promptly notify Developer in writing of any incomplete items, missing information, and the City permit requirements. Developer shall construct and install all traffic improvements in accordance with then existing City standards. Provided the traffic improvements are accepted and completed in accordance with the foregoing (including applicable permits), the City agrees to accept and maintain all traffic improvements once complete.

**12. USE OF CITY-OWNED PROPERTY.** Developer and the Public Agencies cooperatively negotiated the DDA and associated easements to facilitate the development of the HSR Station. As a result thereof and as of the effective date of this Agreement, Developer acknowledges that the only City-owned property to be used for the HSR Station and any related facilities is identified in the DDA. Except as expressly set forth otherwise in the DDA, Developer shall not use or attempt to use the following City-owned property for transit uses as part of the initial development of the HSR Station without the prior written consent of the City in its sole and absolute discretion: (1) the Transit Center described in **Exhibit C**; (2) the Milliken Site; (3) the City-owned property adjacent to the I-15 Freeway and identified as APNs 0229-021-81-0000 and 0229-021-80-0000; and (4) property to be dedicated to the City for public use within the area governed by the Resort Specific Plan on the now-closed Empire Lakes Golf Course located north of Sixth Street, south of the BNSF/Metrolink rail line, west of Milliken Avenue, and east of Utica/Cleveland Avenues. Developer further acknowledges and agrees that if it needs additional City-owned property as part of the initial development of the HSR Station, it shall cooperatively negotiate directly with the City regarding the acquisition of such additional property. The foregoing shall not constitute a waiver of Developer's condemnation powers beyond the initial construction of the HSR Station (i.e., does not limit future use for expansions or reconstruction after the initial HSR Station is constructed and operational).

**13. PUBLIC ART.** If Developer receives approval of the Consolidated Rail Infrastructure and Safety Improvements grant ("**Grant Approval**"), Developer shall design, procure, fabricate, and install public art on the exterior facade of the parking garage as part of the

HSR Station subject to the reasonable approval of the City (“*Art Installation*”), in an amount equal to 1.5% of the amount of such Grant Approval, not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). If the City desires to enhance the design, procurement, fabrication or installation costs beyond Developer’s funding commitment as outlined above, the City shall be responsible for any such additional costs. If Developer does not receive Grant Approval, Developer shall have no obligation to install the Art Installation or bear any costs relating thereto; provided, however, Developer shall include in the design of the HSR Station the future potential installation of the Art Installation by the City and shall reasonably cooperate, at no out-of-pocket cost to Developer, with the City regarding with the design, fabrication and installation of the Art Installation.

**14. MISCELLANEOUS.**

14.1 **Notices.** Except as otherwise provided herein, notice to be given to a Party must be in writing and may be delivered to the Party by nationally reputable overnight courier, charges prepaid, or by certified mail, return receipt requested, to the address below (or alternative address subsequently noted by such Party). Such notice is deemed delivered the first business day after delivery to such courier or, if sent by certified mail, the date of delivery or refusal to accept delivery or inability to deliver shown on the return receipt. A party may change its address(es) for notices by a notice given pursuant to this Section.

City: City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Attn: City Manager

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

With a copy to SBCTA General Counsel  
At the SBCTA address above

Developer: DesertXpress Enterprises, LLC  
8329 W. Sunset Road, Suite 150  
Las Vegas, NV 89113  
Attn: President  
With a copy to Developer’s Legal Department  
At the Developer address above

14.2 **Interpretation.** This Agreement is not intended to create, nor shall it be construed to create, a joint venture, a partnership, or any other similar relationship among any of the parties. The captions of the various provisions of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. Any references to “Section” or “Sections” contained in this Agreement shall refer to that “Section” or those

“Sections” contained in this Agreement. This Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence in this Agreement.

14.3 **Entire Agreement.** This Agreement supersedes all prior written or verbal representations or declarations of the parties with respect to the subject matter hereof. For the sake of clarity, the subject matter of the Reserved Easements are separate and distinct from this Agreement and, as such, this Agreement does not apply to, cover or address the Reserved Easements. In the event of any conflict or inconsistency, the Reserved Easements shall control.

14.4 **Amendments.** No addition, modification, amendment or waiver of any part of this Agreement shall be binding or enforceable unless executed in writing by the Parties and recorded in Official Records.

14.5 **Remedies Cumulative.** All remedies provided in this Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any rights or remedies that such Party may have and shall not be deemed a waiver of any subsequent breach or default of any provision hereof by the same or any other Party.

14.6 **Covenants Running with Land.** The covenants contained in this Agreement shall constitute covenants running with the land; shall be binding upon, and shall inure to the benefit of and appurtenant to, the Station Property, the Surface Property, the PUDO, and any portion thereof or interest therein; and shall be binding upon, and shall inure to the benefit of, the Developer, City, SBCTA and any person having or acquiring any interest therein and their successive owners and assigns.

14.7 **Recordation; Effective Date.** This Agreement shall be recorded in the Official Records and shall be effective upon the date thereof.

14.8 **Estoppel Certificate.** Each Party to this Agreement shall endeavor to issue to the requesting Party, or to any prospective purchaser of such requesting Party’s parcel, within fifteen (15) days after the written request of any other Party, but in all events prior to thirty (30) days after such written request, an estoppel certificate stating (i) whether the Party to whom the request has been directed knows of any default under this Agreement and, if there are known defaults, specifying the nature thereof, (ii) whether this Agreement has been modified or amended in any respect and specifying the nature thereof, and (iii) whether this Agreement is, at that time, in full force and effect.

14.9 **Mechanics’ Liens.** If a Party to this Agreement (the “*Responsible Party*”) shall permit any mechanics’ liens to be filed against another Party’s parcel (an “*Affected Party*”), the Responsible Party shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Party’s parcel. In all events, the Responsible Party shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Party, the Responsible Party shall furnish such security, bond or indemnity to and for the

benefit of such Affected Party as may be required to permit a title endorsement or title policy to be issued relating to such Affected Party's Parcel without showing thereon the effect of such lien.

**14.10 Duration.** Unless terminated by agreement of the Parties, including without limitation execution, acknowledgement and recording in the Official Record of an instrument confirming or otherwise reflecting such termination, this Agreement and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of ninety-nine (99) years following recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter. Termination of this Agreement shall not discharge or excuse any unpaid obligation, and the rights and remedies for collection of any unpaid obligation shall survive the Agreement's termination. Notwithstanding any election by the Parties to terminate this Agreement, each easement created hereby which benefits the Station Property and/or the Surface Property and its respective owner or owners and Permittees shall be deemed to exist in perpetuity unless it is quitclaimed, or otherwise terminated and extinguished by each Party benefited by such easement. Any Party may request that such easement be documented by separate documentation in the event of a termination of this Agreement.

**14.11 Severability.** If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

**14.12 Governmental Powers.** Nothing in this Agreement shall be construed as a waiver or modification of any governmental rights or powers of the Public Agencies.

**14.13 Force Majeure.** Provided that the Party or Parties claiming such delay gives written notice to the other Party or Parties of the nature of the cause of delay within ten (10) business days after the inception of the delay, and not otherwise, if any Party or Parties shall be delayed or hindered in or prevented from the performance of any construction or maintenance obligation required to be performed by such Party or Parties under this Agreement by reason of acts of God, natural disaster (including earthquake, hurricane, flood or severe prolonged adverse weather conditions), the outbreak of a pandemic virus or other pandemic disease, strikes, lockouts, unavailability of materials, failure of power, governmental laws or regulations, a declaration of a national, state or local emergency, directives or orders by a Governmental Authority (including orders by the federal Centers for Disease Control or its successor, or any state, county, or local public health department), riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Party's or Parties' control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform is not and shall not be deemed to be a cause beyond the control of a Party or Parties.

**14.14 Effect of Agreement; Binding Covenants; Equitable Servitudes.** Except as otherwise expressly provided herein, no rights or privileges conferred by this Agreement upon the Parties hereto shall inure to the benefit of any Permittee or other person or entity other than the Developer, City, SBCTA, or their respective successors and assigns, nor shall any such other person be deemed to be a third-party beneficiary of any of the provisions contained herein. Each and all of the restrictions, covenants, and easements of this Agreement (i) shall constitute equitable

servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors, assigns, and Permittees; and (ii) are imposed pursuant to a general plan for the improvement and use of the HSR Station and are designed for the mutual benefit of the Parties to this Agreement.

14.15 **Time of Essence.** Time is of the essence of every provision hereof in which time is a factor.

14.16 **City Manager Authority.** The City Manager of the City may give all approvals and make all elections described herein on behalf of the City provided they are in writing.

*[SIGNATURES ON FOLLOWING PAGE]*

DRAFT

The Parties have executed this Agreement as of the date first written above.

**DEVELOPER:**

DESERTXPRESS ENTERPRISES, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Sarah Watterson, President

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David M. Pickett,  
Associate General Counsel

**CITY:**

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_  
L. Dennis Michael Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Nicholas Ghirelli, City Attorney

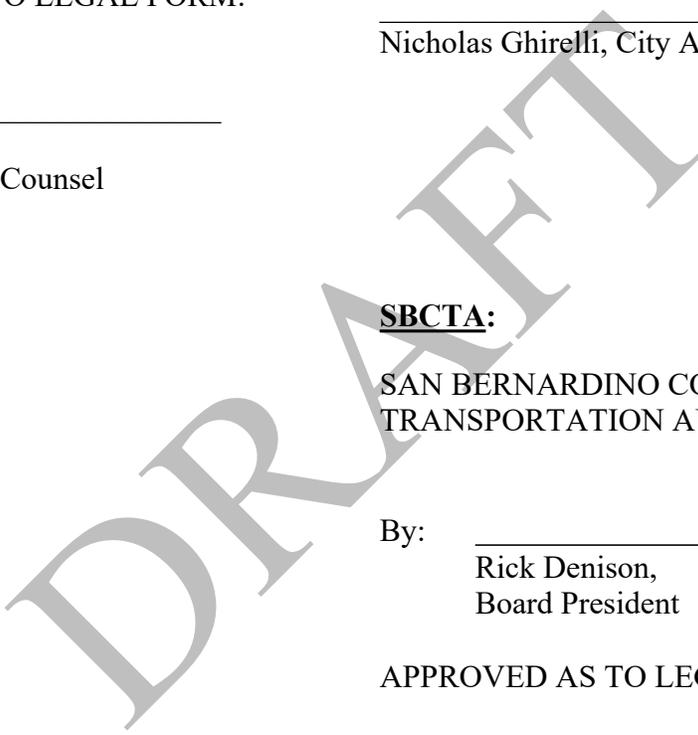
**SBCTA:**

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Rick Denison,  
Board President

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Julianna K. Tillquist, General Counsel



**NOTARY ACKNOWLEDGEMENTS**

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, \_\_\_\_\_  
(here insert name and title of the officer)

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)

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, \_\_\_\_\_  
(here insert name and title of the officer)

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)

**NOTARY ACKNOWLEDGEMENTS**

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, \_\_\_\_\_  
(here insert name and title of the officer)

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)

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, \_\_\_\_\_  
(here insert name and title of the officer)

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**

**LEGAL DESCRIPTION AND DEPICTION OF STATION PROPERTY**

**APN: 0209-272-11, 0209-272-22, & 0209-143-21**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the SANBAG (formerly A.T. & S.F.) Railroad Right-of-Way, as shown on said Parcel Map, filed in the Office of said County Recorder, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet to the **Point of Beginning**;

Thence South 00°00'00" West 568.51 feet to the southeasterly line of Parcel 15 per said Parcel Map;

Thence along said southeasterly line South 46°46'47" West 23.71 feet to the southerly line of said Parcel 15;

Thence along said southerly line South 89°36'24" West 269.11 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 117.00 feet;

Thence northwesterly, along said curve, being the southwesterly line of said Parcel 15, through a central angle of 29°43'40" an arc length of 60.71 feet;

Thence leaving said southerly line North 00°10'37" West 569.98 feet to said northerly line of the Rancho Cucamonga Metrolink Station Phase I;

Thence North 00°10'37" West 33.38 feet;

Thence North 87°50'29" East 346.61 feet;

Thence South 00°00'00" East 44.81 feet to the **Point of Beginning**;

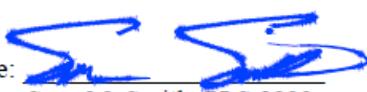
**Excepting therefrom** only that certain eight-foot-high parcel described in Exhibit B1 hereto.

Gross Area contains 215,146 square feet, more or less.

Excepted Area contains approximately 122,890 square feet, more or less, and eight feet in height.

See Exhibits 'A-2' attached hereto and made a part hereof.

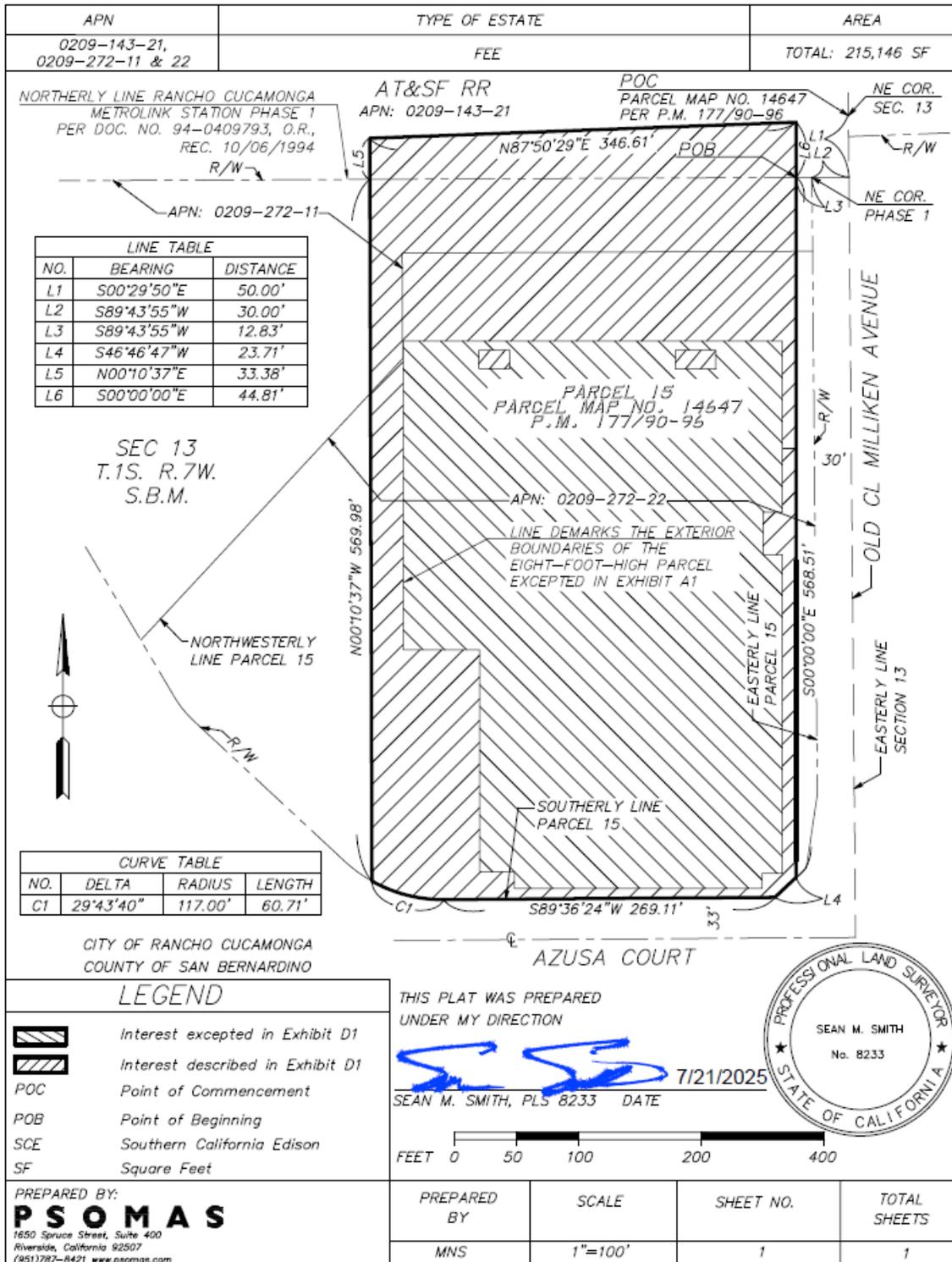
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

Date: 7/21/2025



# EXHIBIT 'A-2'



LEGAL  
DESCRIPTION AND  
DEPICTION OF  
STATION  
PROPERTY

## EXHIBIT B

### LEGAL DESCRIPTION AND DEPICTION OF SURFACE PROPERTY

APN: 0209-272-22

That portion of Parcel 15 of Parcel Map No. 14647, in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, within Section 13, Township 1 South, Range 7 West, San Bernardino Meridian, described as follows:

That certain 8-foot-high portion of land, of the real property described herein, being the air space above the above-described land, bounded above by a horizontal plane 8 feet above the highest ground surface elevation, and as depicted in Exhibit B-4;

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 12.83 feet;

Thence leaving said easterly prolongation line and northerly line South 00°00'00" East 123.77 feet;

Thence North 90°00'00" West 11.14 feet to the **Point of Beginning**;

Thence South 00°00'00" East 139.00 feet;

Thence North 90°00'00" West 15.75 feet;

Thence South 00°00'00" East 34.50 feet;

Thence South 89°53'05" East 15.75 feet;

Thence South 00°00'00" East 258.88 feet;  
Thence North 90°00'00" West 16.42 feet;  
Thence South 00°00'00" East 12.08 feet;  
Thence North 90°00'00" West 201.25 feet;  
Thence North 00°00'00" East 13.41 feet;  
Thence North 89°53'05" West 28.33 feet;  
Thence North 00°00'00" West 180.28 feet;  
Thence North 90°00'00" West 62.00 feet;  
Thence North 00°00'00" West 250.75 feet;  
Thence North 90°00'00" East 61.42 feet to a point hereinafter referred to as **Point "A"**;  
Thence leaving said **Point "A"** North 90°00'00" East 159.64 feet to a point hereinafter referred to as **Point "B"**;  
Thence leaving said **Point "B"** North 90°00'00" East 86.94 feet to the **Point of Beginning**;

**Excepting therefrom** with that portion of the land described below as **Parcel "C"** and **Parcel "D"**.

**Parcel "C"**

**Commencing** at the above-described **Point "A"**,  
Thence leaving said **Point "A"** South 00°00'00" East 7.42 feet to the **Point of Beginning**;  
Thence North 90°00'00" East 25.17 feet;  
Thence South 00°06'55" West 15.26 feet;  
Thence North 89°53'05" West 25.14 feet;

Thence North 00°00'00" East 15.21 feet to the **Point of Beginning**;

**AND**

**Parcel "D"**

**Commencing** at the above-described **Point "B"**,

Thence leaving said **Point "B"** South 00°00'00" West 7.42 feet to the **Point of Beginning**;

Thence North 90°00'00" East 32.61 feet;

Thence South 00°00'00" East 15.32 feet;

Thence North 89°53'05" West 32.64 feet;

Thence North 00°06'55" East 15.25 feet to the **Point of Beginning**;

Gross Area contains 123,770 square feet, more or less.

Excepted Area contains approximately 882 square feet, more or less.

See Exhibits 'B-2' and 'B-3' attached hereto and made a part hereof.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.0 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

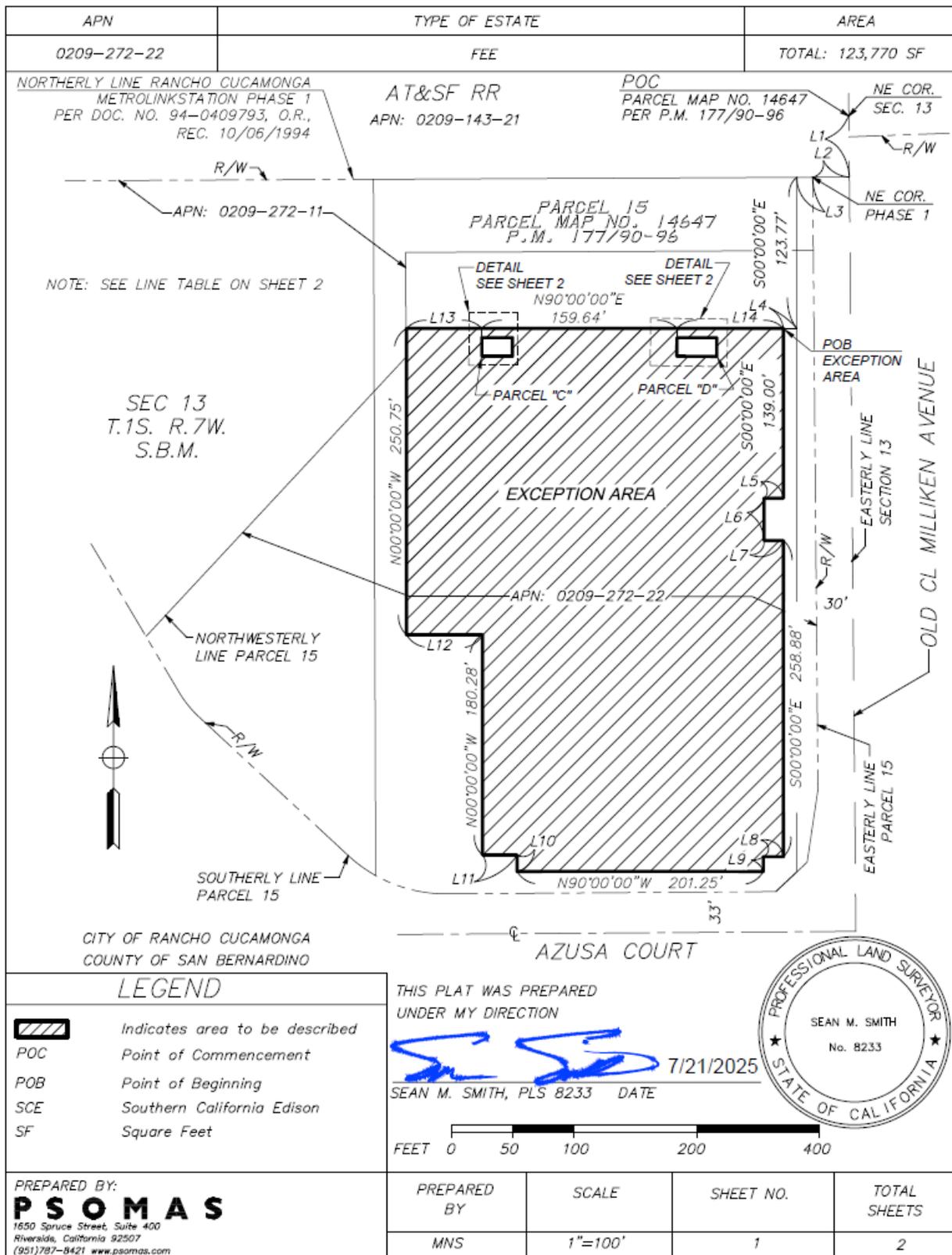
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature:   
Sean M. Smith, PLS 8233

Date: 7/21/2025



# EXHIBIT 'B-2'



LEGAL  
DESCRIPTION AND  
DEPICTION OF  
SURFACE  
PROPERTY

# EXHIBIT 'B-3'

APN	TYPE OF ESTATE	AREA																																																																		
0209-272-22	FEE	PARCEL C TOTAL: 383 SF PARCEL D TOTAL: 499 SF																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">LINE TABLE</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 40%;">BEARING</th> <th style="width: 50%;">DISTANCE</th> </tr> </thead> <tbody> <tr><td>L1</td><td>S00°29'50"E</td><td>50.00'</td></tr> <tr><td>L2</td><td>S89°43'55"W</td><td>30.00'</td></tr> <tr><td>L3</td><td>S89°43'55"W</td><td>12.83'</td></tr> <tr><td>L4</td><td>N90°00'00"W</td><td>11.14'</td></tr> <tr><td>L5</td><td>N90°00'00"W</td><td>15.75'</td></tr> <tr><td>L6</td><td>S00°00'00"E</td><td>34.50'</td></tr> <tr><td>L7</td><td>S89°53'05"E</td><td>15.75'</td></tr> <tr><td>L8</td><td>N90°00'00"W</td><td>16.42'</td></tr> <tr><td>L9</td><td>S00°00'00"E</td><td>12.08'</td></tr> <tr><td>L10</td><td>N00°00'00"E</td><td>13.41'</td></tr> <tr><td>L11</td><td>N89°53'05"W</td><td>28.33'</td></tr> <tr><td>L12</td><td>N90°00'00"W</td><td>62.00'</td></tr> <tr><td>L13</td><td>N90°00'00"E</td><td>61.42'</td></tr> <tr><td>L14</td><td>N90°00'00"E</td><td>86.94'</td></tr> <tr><td>L15</td><td>S00°00'00"E</td><td>7.42'</td></tr> <tr><td>L16</td><td>N90°00'00"E</td><td>25.17'</td></tr> <tr><td>L17</td><td>S00°06'55"W</td><td>15.26'</td></tr> <tr><td>L18</td><td>N89°53'05"W</td><td>25.14'</td></tr> <tr><td>L19</td><td>N00°00'00"E</td><td>15.21'</td></tr> <tr><td>L20</td><td>S00°00'00"E</td><td>7.42'</td></tr> </tbody> </table>			LINE TABLE			NO.	BEARING	DISTANCE	L1	S00°29'50"E	50.00'	L2	S89°43'55"W	30.00'	L3	S89°43'55"W	12.83'	L4	N90°00'00"W	11.14'	L5	N90°00'00"W	15.75'	L6	S00°00'00"E	34.50'	L7	S89°53'05"E	15.75'	L8	N90°00'00"W	16.42'	L9	S00°00'00"E	12.08'	L10	N00°00'00"E	13.41'	L11	N89°53'05"W	28.33'	L12	N90°00'00"W	62.00'	L13	N90°00'00"E	61.42'	L14	N90°00'00"E	86.94'	L15	S00°00'00"E	7.42'	L16	N90°00'00"E	25.17'	L17	S00°06'55"W	15.26'	L18	N89°53'05"W	25.14'	L19	N00°00'00"E	15.21'	L20	S00°00'00"E	7.42'
LINE TABLE																																																																				
NO.	BEARING	DISTANCE																																																																		
L1	S00°29'50"E	50.00'																																																																		
L2	S89°43'55"W	30.00'																																																																		
L3	S89°43'55"W	12.83'																																																																		
L4	N90°00'00"W	11.14'																																																																		
L5	N90°00'00"W	15.75'																																																																		
L6	S00°00'00"E	34.50'																																																																		
L7	S89°53'05"E	15.75'																																																																		
L8	N90°00'00"W	16.42'																																																																		
L9	S00°00'00"E	12.08'																																																																		
L10	N00°00'00"E	13.41'																																																																		
L11	N89°53'05"W	28.33'																																																																		
L12	N90°00'00"W	62.00'																																																																		
L13	N90°00'00"E	61.42'																																																																		
L14	N90°00'00"E	86.94'																																																																		
L15	S00°00'00"E	7.42'																																																																		
L16	N90°00'00"E	25.17'																																																																		
L17	S00°06'55"W	15.26'																																																																		
L18	N89°53'05"W	25.14'																																																																		
L19	N00°00'00"E	15.21'																																																																		
L20	S00°00'00"E	7.42'																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">LINE TABLE</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 40%;">BEARING</th> <th style="width: 50%;">DISTANCE</th> </tr> </thead> <tbody> <tr><td>L21</td><td>N90°00'00"E</td><td>32.61'</td></tr> <tr><td>L22</td><td>S00°00'00"E</td><td>15.32'</td></tr> <tr><td>L23</td><td>N89°53'05"W</td><td>32.64'</td></tr> <tr><td>L24</td><td>N00°06'55"E</td><td>15.25'</td></tr> </tbody> </table>			LINE TABLE			NO.	BEARING	DISTANCE	L21	N90°00'00"E	32.61'	L22	S00°00'00"E	15.32'	L23	N89°53'05"W	32.64'	L24	N00°06'55"E	15.25'																																																
LINE TABLE																																																																				
NO.	BEARING	DISTANCE																																																																		
L21	N90°00'00"E	32.61'																																																																		
L22	S00°00'00"E	15.32'																																																																		
L23	N89°53'05"W	32.64'																																																																		
L24	N00°06'55"E	15.25'																																																																		
CITY OF RANCHO CUCAMONGA COUNTY OF SAN BERNARDINO AZUSA COURT																																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">LEGEND</th> </tr> </thead> <tbody> <tr> <td style="width: 10%; text-align: center;"></td> <td style="width: 10%;">Indicates area to be excepted</td> <td style="width: 10%;"></td> <td style="width: 70%;"></td> </tr> <tr> <td style="text-align: center;">POC</td> <td>Point of Commencement</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">POB</td> <td>Point of Beginning</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">SCE</td> <td>Southern California Edison</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">SF</td> <td>Square Feet</td> <td></td> <td></td> </tr> </tbody> </table>			LEGEND					Indicates area to be excepted			POC	Point of Commencement			POB	Point of Beginning			SCE	Southern California Edison			SF	Square Feet																																												
LEGEND																																																																				
	Indicates area to be excepted																																																																			
POC	Point of Commencement																																																																			
POB	Point of Beginning																																																																			
SCE	Southern California Edison																																																																			
SF	Square Feet																																																																			
THIS PLAT WAS PREPARED UNDER MY DIRECTION SEAN M. SMITH, PLS 8233 DATE 7/21/2025																																																																				
FEET 0 50 100 200 400																																																																				
PREPARED BY: <b>PSOMAS</b> <small>1650 Spruce Street, Suite 400                      Riverside, California 92507                      (951)787-8421 www.psomas.com</small>	PREPARED BY MNS	SCALE 1"=100'	SHEET NO. 2																																																																	
		TOTAL SHEETS 2																																																																		

LEGAL  
DESCRIPTION AND  
DEPICTION OF  
SURFACE  
PROPERTY

# EXHIBIT 'B-4'

APN	TYPE OF ESTATE	AREA		
0209-272-22	FEE	TOTAL: N/A		
CITY OF RANCHO CUCAMONGA COUNTY OF SAN BERNARDINO				
PREPARED BY: <b>PSOMAS</b> <small>1650 Spruce Street, Suite 400                  Riverside, California 92507                  (951)787-8421 www.psomas.com</small>	PREPARED BY MNS	SCALE N/A	SHEET NO. 4	TOTAL SHEETS 4

LEGAL  
DESCRIPTION AND  
DEPICTION OF  
SURFACE  
PROPERTY

**EXHIBIT C**

**LEGAL DESCRIPTION AND DEPICTION OF TRANSIT PROPERTY**

**APN: 0209-272-11 & 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with that portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

All that portion of said Parcel 15, together with all that portion of said Rancho Cucamonga Metrolink Station Phase I;

**Excepting** therefrom that portion lying easterly of the following described line:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation of said northerly line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 359.10 feet to the **Point of Beginning**;

Thence South 00°10'37" East 569.98 feet to the southerly line of said Parcel 15, also being the **Point of Terminus**;

Parcel contains 227,529 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.00 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibit 'C-2' attached hereto and made a part hereof.

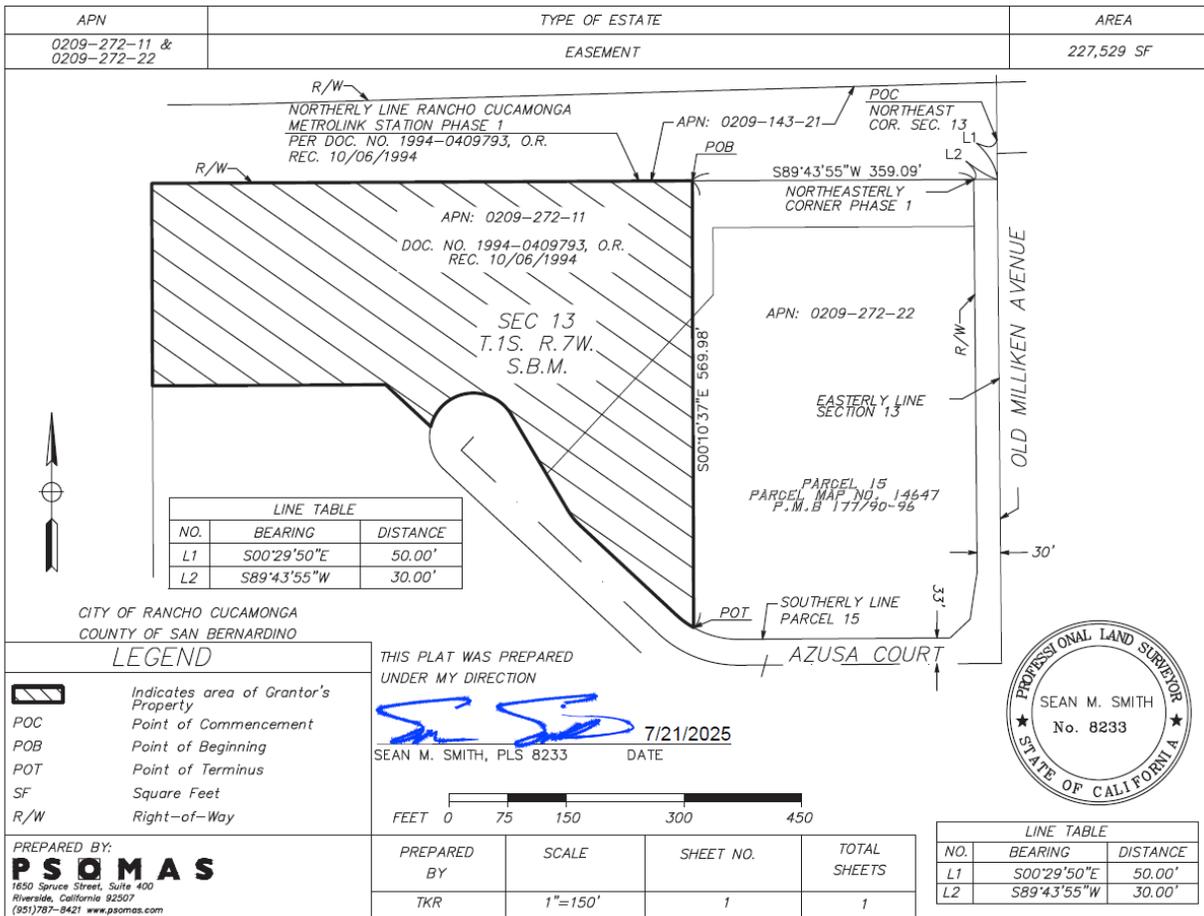
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).



Signature:   
 Sean M. Smith, PLS 8233

Date: 7/21/2025

## EXHIBIT 'C-2'



LEGAL  
DESCRIPTION AND  
DEPICTION OF  
TRANSIT  
PROPERTY

**EXHIBIT D**

**LEGAL DESCRIPTION AND DEPICTION OF PUDO**

**APN: 0209-272-11 & 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive of Parcel Maps, in the Office of the County Recorder of said County, together with a portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-049793, of Official Records of said County, described as follows:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said northerly line South 89°43'55 West 359.09 feet to the westerly line of the land described in Grant Deed Document No. \_\_\_\_\_, recorded on \_\_\_\_\_, in said office of the County Recorder of said County;

Thence leaving said northerly line and along said westerly line South 00°10'37 East 45.67 feet to the **Point of Beginning**;

Thence along said westerly line South 00°10'37 East 524.31 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 117.00 feet; a radial line to said point bears South 29°20'04" West, said point also being on the northeasterly Right-of-Way line of Azusa Court as shown on said Parcel Map;

Thence leaving said westerly line northwesterly along said northeasterly line and last-mentioned curve through a central angle of 13°34'21" an arc length of 27.72 feet;

Thence along said northeasterly line North 47°05'35" West 167.00 feet to the beginning of a tangent curve, concave northeasterly, having a radius 89.00 feet;

Thence northwesterly along said northeasterly line and last-mentioned curve through a central angle of  $16^{\circ}26'21''$ , an arc length of 25.54 feet;

Thence along said northeasterly line North  $30^{\circ}39'16''$  West 45.16 feet;

Thence leaving said northeasterly line of North  $00^{\circ}04'24''$  East 329.04 feet;

Thence North  $87^{\circ}54'53''$  East 181.73 feet to the **Point of Beginning**;

Parcel contains 79,965 square feet, more or less.

See Exhibits 'D-1' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: \_\_\_\_\_

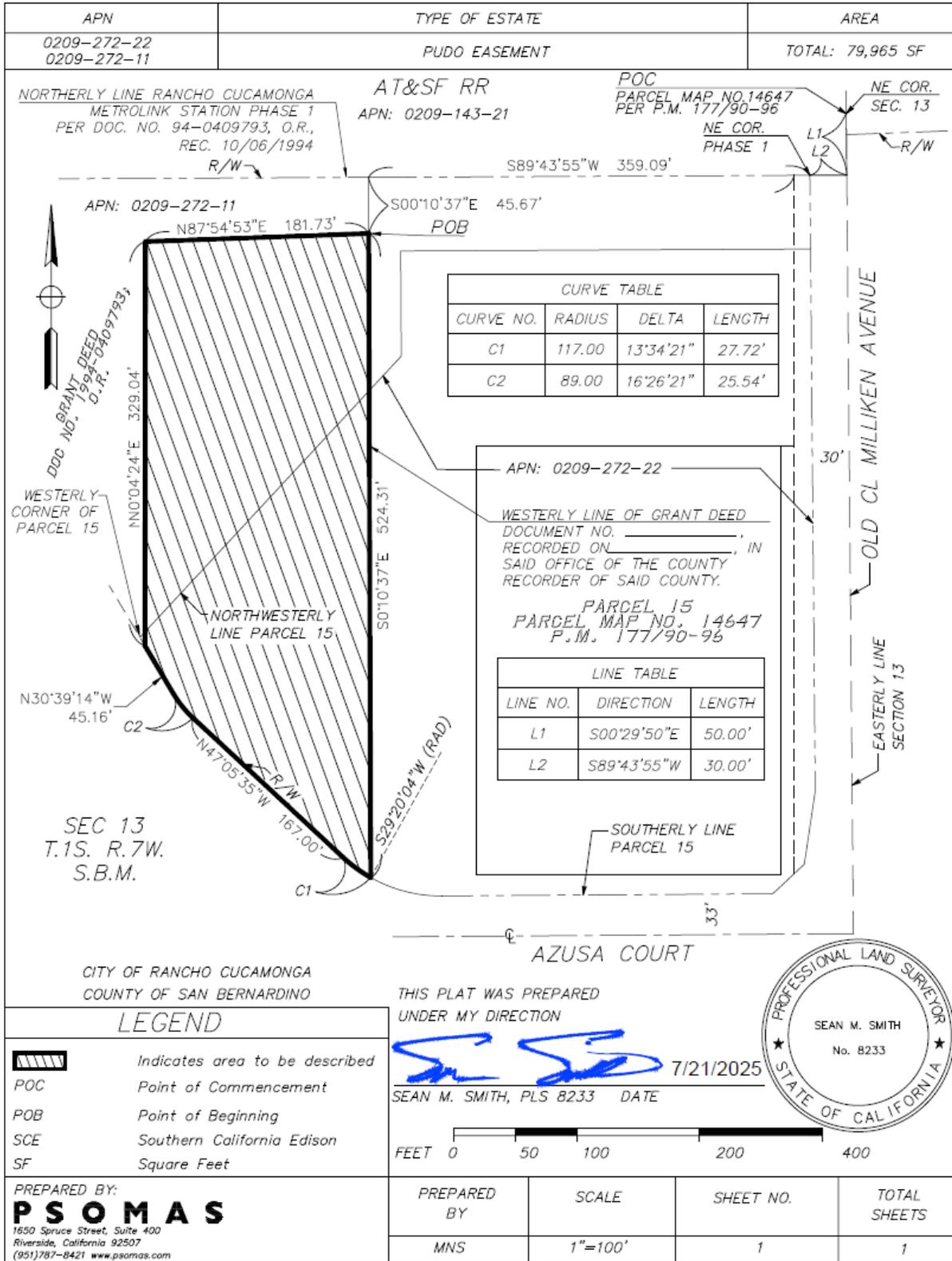


Sean M. Smith, PLS 8233

Date: 7/21/2025



# EXHIBIT 'D-2'



LEGAL  
DESCRIPTION AND  
DEPICTION OF  
PUDO

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
1. DEFINITIONS .....	2
1.1 Agreement .....	3
1.2 City .....	3
1.3 Developer Permittee .....	3
1.4 DDA .....	3
1.5 HSR Station .....	3
1.6 Metrolink .....	3
1.7 Official Records .....	3
1.8 Party .....	3
1.9 Permittee .....	3
1.10 Properties .....	3
1.11 PUDO .....	3
1.12 Public Agencies Permittee .....	4
1.13 San Gabriel Subdivision Lease Agreement .....	4
1.14 SBCTA .....	4
1.15 Station Property .....	4
1.16 Surface Property .....	4
1.17 Transit Center .....	4
2. USE RESTRICTIONS .....	4
2.1 Use Restrictions .....	4
2.2 Maintenance and Security .....	4
3. MAINTENANCE AND OPERATIONAL OBLIGATIONS .....	5
3.1 Maintenance and Repair .....	5
3.2 Cooperation .....	6
3.3 Operation of HSR Station .....	6
3.4 Modifications After Initial Construction .....	6
3.5 Operation of PUDO .....	6
4. EASEMENTS .....	7
4.1 Easements for the Benefit of the Surface Property .....	7
4.2 Easements for the Benefit of the Station Property .....	8
5. INSURANCE .....	13
5.1 Public Agency Insurance Requirements .....	13
5.2 Developer Insurance Requirements .....	13
5.3 Insurance During Construction .....	14
5.4 General Insurance Requirements .....	18

	<u>Page</u>
5.5 Coverage Amounts.....	20
6. INDEMNITY .....	20
6.1 Indemnity .....	20
6.2 General Provisions .....	20
7. ENFORCEMENT AND REMEDIES.....	20
8. APPROVALS AND DISPUTE RESOLUTION .....	21
8.1 Meet and Confer.....	21
8.2 Costs.....	21
9. REVERSIONARY RIGHT.....	21
9.1 Reversionary Right.....	21
10. RIGHT OF FIRST NEGOTIATION .....	21
10.1 First Negotiation.....	21
11. TRAFFIC SIGNAL IMPROVEMENTS AND MAINTENANCE/REPAIR.....	22
11.1 Azusa Court/Milliken Avenue Intersection.....	23
11.2 Milliken Avenue/Station Property Driveway.....	23
11.3 Anaheim Place/Azusa Court Intersection and Azusa Court/Surface Property Driveway .....	23
11.4 Permitting Process for Traffic Improvements.....	23
12. USE OF CITY-OWNED PROPERTY .....	24
13. PUBLIC ART.....	24
14. MISCELLANEOUS .....	24
14.1 Notices.....	25
14.2 Interpretation .....	25
14.3 Entire Agreement .....	25
14.4 Amendments.....	25
14.5 Remedies Cumulative .....	26
14.6 Covenants Running with Land.....	26
14.7 Recordation; Effective Date.....	26
14.8 Estoppel Certificate.....	26
14.9 Mechanics' Liens .....	26
14.10 Duration.....	26
14.11 Severability.....	27

	<u>Page</u>
14.12 Governmental Powers .....	27
14.13 Force Majeure .....	27
14.14 Effect of Agreement; Binding Covenants; Equitable Servitudes.....	27
14.15 Time of Essence .....	27
14.16 City Manager Authority .....	27

DRAFT

## SCHEDULE 2

### LIST OF STANDARD PERMITS, LICENSES, AND OTHER APPROVALS

#### **Project Wide:**

- FRA Final Design Approvals
- Utility owner approval of utility relocations from the following utilities: SCE, So Cal Gas, IEUA, Verizon, Frontier, Spectrum/Charter, DWP, RCMU
- Ministerial permits required at the time of construction (e.g., dust control, traffic control, SWPPP)

#### **Nevada Civil – LVP:**

- NDOT Occupancy Permit (global); ministerial under the Developer Agreement

#### **California Rail Segments:**

- Caltrans Encroachment Permit
- Union Pacific and BNSF crossing permits
- CPUC remaining crossing approvals

#### **Las Vegas Station:**

- Clark County Fire – Life Safety Permits

#### **Vehicle Maintenance Facility:**

- Clark County Fire – Life Safety Permits

#### **Hesperia Station:**

- City of Hesperia Fire Department – Life Safety Permits
- City of Hesperia – Public Works Permits – Improvements
- Encroachment Permit on Caltrans owned land

#### **Victor Valley Station:**

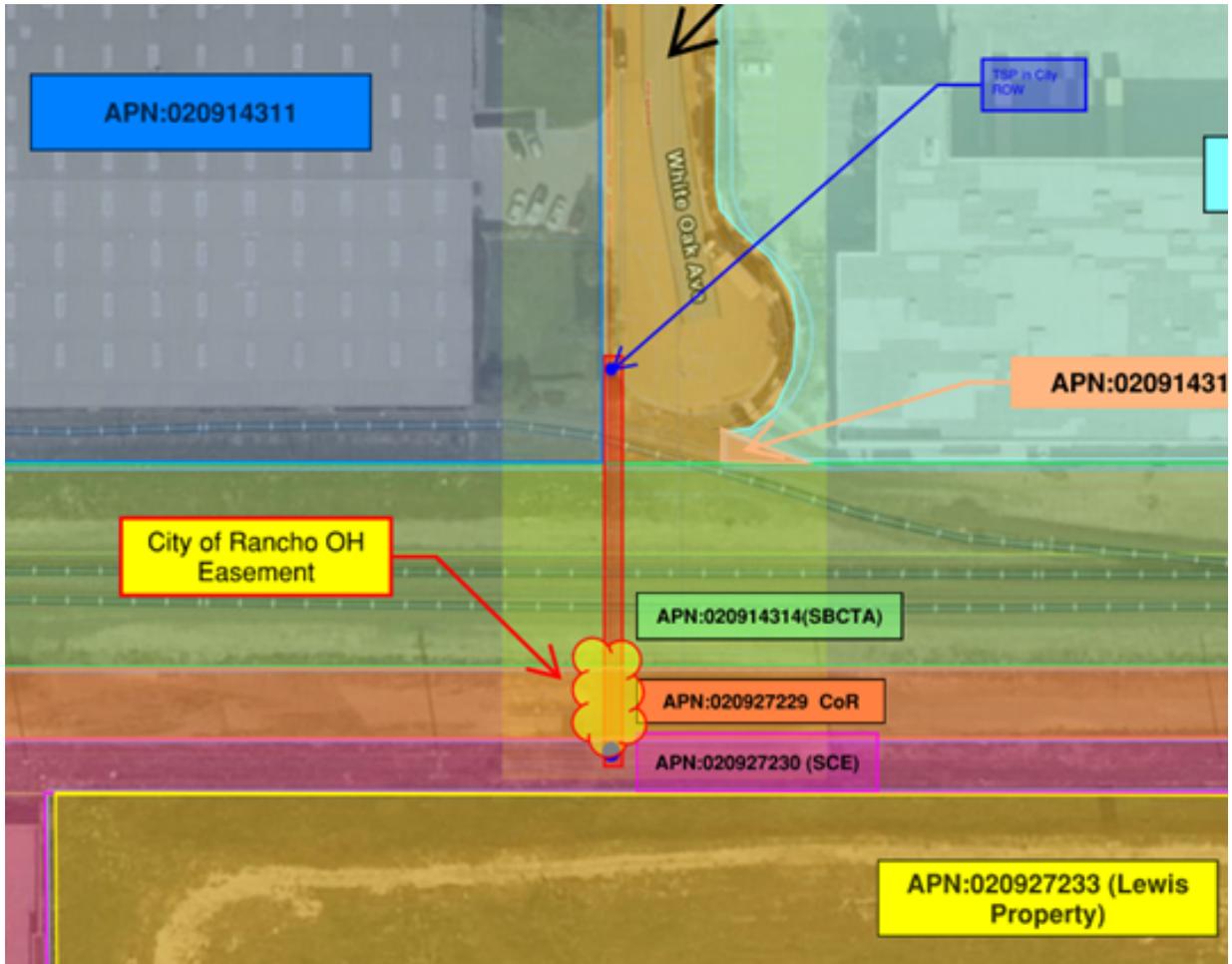
- Town of Apple Valley – Life Safety Permits

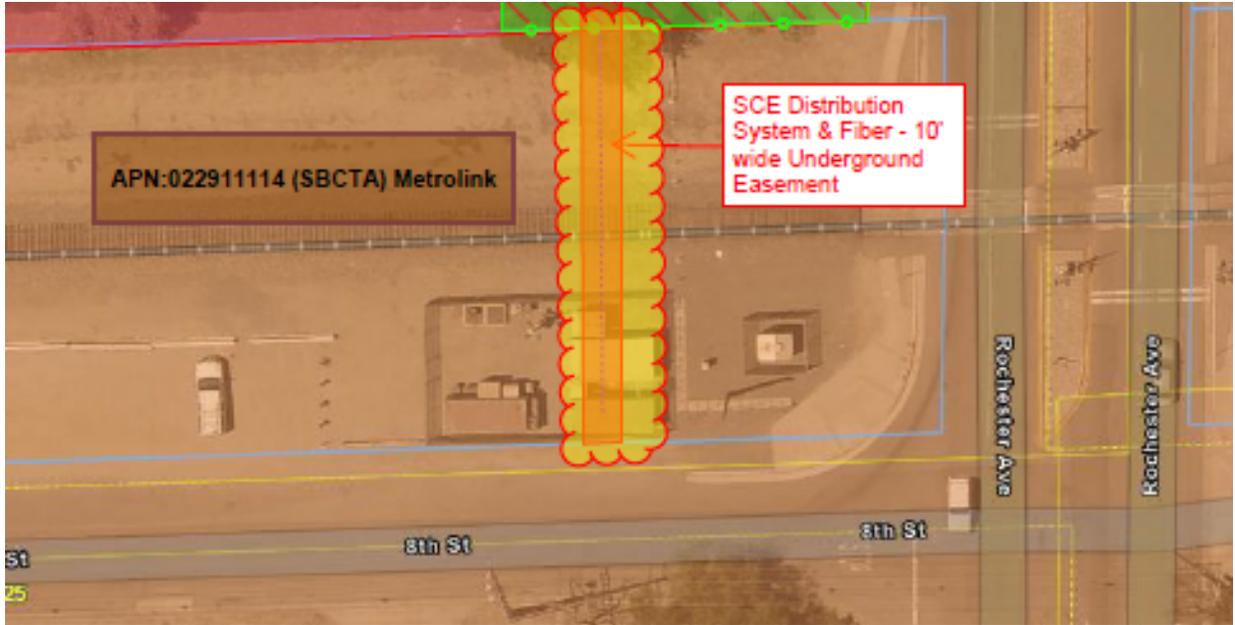
#### **Hesperia Traction Power Substation:**

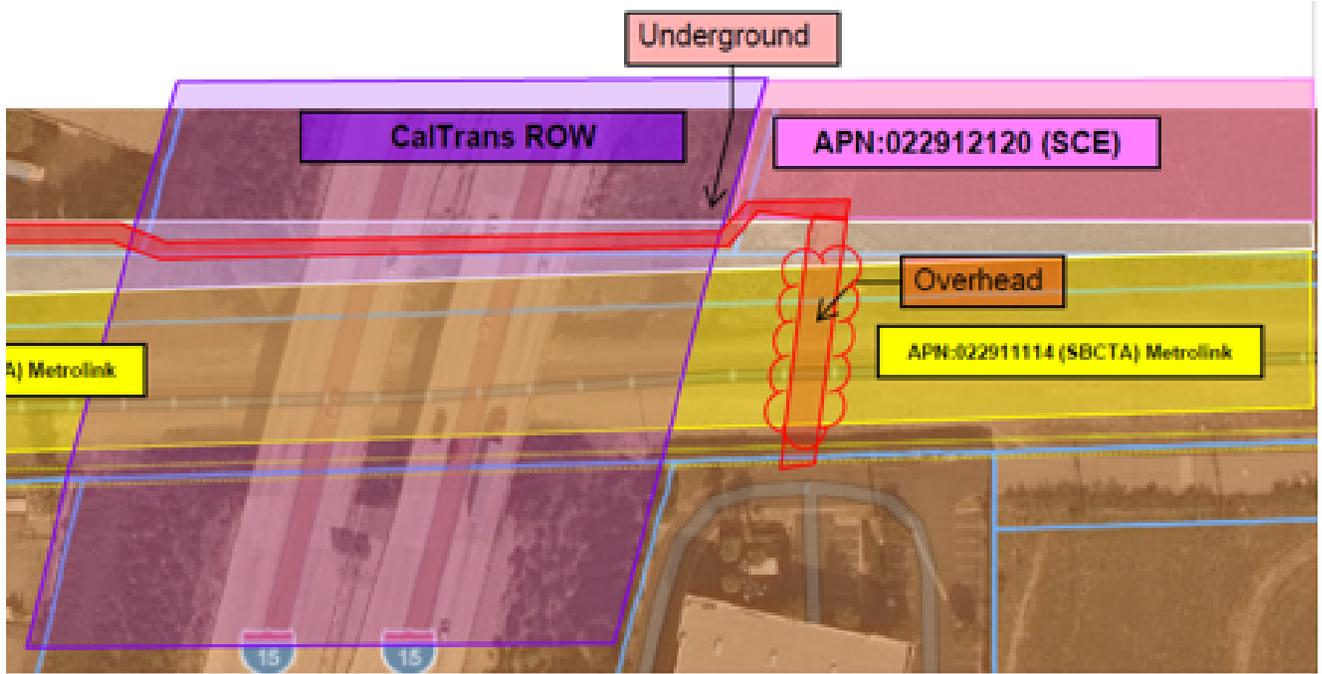
- Local permits, planning and utilities

**SCHEDULE 3**

**DEPICTIONS OF NEW SCE EASEMENTS**







DRAFT

**EXHIBIT "J"**

**PIPELINE EASEMENT**

RECORDING REQUEST BY,  
AND WHEN RECORDED RETURN TO:

DesertXpress Enterprises, LLC  
8329 W. Sunset Road, Suite 150  
Las Vegas, NV 89113  
Attn: David Pickett, Esq.

With a copy to:

City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Attn: City Manager

San Bernardino County Transportation  
Authority  
1170 W. Third Street, 2nd Floor  
San Bernardino, CA 92410  
Attn: Director of Transit and Rail

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Free Recording Requested per Government Code 27383.

**EASEMENT FOR WATER AND SEWER PIPELINE**

(Brightline West Platform)

THIS EASEMENT FOR WATER AND SEWER PIPELINE ("**Agreement**") is dated as of \_\_\_\_\_ 20\_\_ ("**Effective Date**") and is entered into by and between the CITY OF RANCHO CUCAMONGA, a California municipal corporation ("**City**") and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a California municipal corporation ("**SBCTA**") (City and SBCTA, collectively, "**Grantor**"), and DESERTXPRESS ENTERPRISES, LLC, a Nevada limited liability company d/b/a Brightline West and qualified to do business in California ("**Grantee**"). City, SBCTA and Grantee are sometimes hereinafter referred to individually as "**Party**" and collectively as the "**Parties**." Decisions of Grantor under this Agreement shall require the joint consent or approval of both SBCTA and City, with the manner of providing such consent or approval determined by each agency.

**RECITALS**

A. Grantee plans to construct a high-speed passenger rail system from Las Vegas, Nevada to Rancho Cucamonga, California ("**HSR System**"), together with related station facilities, utilities and supporting infrastructure in Rancho Cucamonga, California. Certain

portions of such facilities will be located within a portion of property jointly owned by SBCTA and the City that is improved with parking and transit improvements, said property being more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Grantor’s Property**”).

B. Grantee desires that it be granted permanent easement for the construction, installation, reconstruction, replacement, relocation, operation, inspection, maintenance, repair and removal of pipelines and appurtenant facilities for water and sanitary sewer, including, without limitation, transmission and distribution mains, manholes, cleanouts, lift stations, valves, telemetry and control facilities, and all other usual and customary utility appurtenances (collectively, the “**Pipeline Facilities**”) over, under, through, and across the portion of the Grantor’s Property legally described and depicted in **Exhibit B** attached hereto and made a part hereof (the “**Easement Area**”), together with rights of vehicular and pedestrian ingress, egress and access over and across Grantor’s Property as reasonably necessary to access the Easement Area and the Pipeline Facilities. The Pipeline Facilities (together with any ancillary appurtenances and related work) are referred to collectively in this Agreement as the “**Improvements.**”

C. Grantor’s public purposes in entering into this Agreement include facilitating the development of transportation that will benefit the public, providing employment opportunities resulting from the work to be performed by Grantee and the operation of a high-speed rail project, and obtaining fair market compensation for the easement interest granted herein (and such compensation shall become part of the general funds of the City, in part, and SBCTA, in part, and in turn used for public purposes).

## AGREEMENT

### 1. Grant of Easement; Term; Consideration.

(a) Non-Exclusive Easement for Pipeline Facilities. Subject to the terms and conditions of this Agreement, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns a non-exclusive, permanent easement in, upon, over, under, through and across the Easement Area for the purpose of constructing, installing, locating, relocating, inspecting, operating, maintaining, repairing, replacing, upgrading and removing the Pipeline Facilities and otherwise using the Easement Area for water and sanitary sewer utility purposes consistent with the foregoing (the “**Pipeline Easement**”). The Pipeline Easement, together with the non-exclusive access easement granted in Section 1(b) below, are referred to collectively as the “Easements.”

(b) Non-Exclusive Access Easement. In addition, the Grantor hereby grants to Grantee, its contractors, subcontractors, agents, employees, lessees, licensees, successors and assigns, a permanent and non-exclusive easement for vehicular and pedestrian ingress, egress and access on, over, across and upon the Grantor’s Property, as the same may be developed and redeveloped from time to time provided that in all events access to the Easement Area is provided, as reasonably necessary for the purpose of performing such inspection and minor maintenance and repair of the Improvements. For purposes of this Section 1(b), minor maintenance and repair of Improvements involves any maintenance and repair work that does not require the closure of any parking spaces or materially impact Grantor’s access through Grantor’s Property.

(c) Access for Construction and Installation. Any access to Grantor's Property for the initial construction and installation of the Improvements within the Easement Area shall be pursuant to the temporary construction easement provided for in the Disposition and Development Agreement between Grantor and Grantee and dated October 5, 2022 ("DDA"). Any additional construction or installations shall be covered by Section 1(e) below and shall require the consent of Grantor. Grantee acknowledges and agrees that it is not permitted to construct or install any improvements outside the Easement Area.

(d) Access for Major Maintenance and Repair. Except for minor maintenance and repair covered by Section 1(b) above or in the event of an emergency, in which event telephonic notice as soon as practical is acceptable in lieu of advance written approval, any access to Grantor's Property for maintenance and repair shall require the prior written approval of Grantor, not to be unreasonably withheld, conditioned or delayed, and which request shall be reviewed and granted or denied within ten (10) business days of the written request. Grantee shall tailor its request for access to avoid interference with Grantor's rights to or use of Grantor's Property where possible or minimize interference to the extent avoidance is not possible. Any such access shall be consistent with the safety protocols described in Section 12 and shall at all times maintain at least one reasonably convenient ADA compliant path of pedestrian travel to all public transit and rail services located on or adjacent to Grantor's Property and furthermore, any such access shall maintain no less than the minimum number of ADA accessible parking stalls pursuant to statutory requirements.

(e) Access for Replacement and Removal. Any access to Grantor's Property for construction, installation, replacement or removal of the Improvements after initial construction and installation under Section 1(b) above shall require an encroachment agreement or other temporary construction easement from Grantor, not to be unreasonably withheld, conditioned, or delayed.

(f) Adjustments to Easement Area. Construction of the Improvements must be within the boundaries of the Easement Area, however, the Parties acknowledge that final design and construction of the Pipeline Facilities may require a non-material adjustment of the description of the Easement Area; provided, however, the plans for the Pipeline Facilities shall be subject to Grantor's approval. Upon completion of the construction of the Pipeline Facilities, Grantee shall provide an accurate as-built survey to Grantor and detailed as necessary for Grantee to produce a revised legal description acceptable to Grantor, and Grantor and Grantee agree to amend this Agreement (which amendment shall be recorded) to replace and refine (but not materially enlarge) the descriptions of the applicable Easement Area attached to this Agreement with the descriptions for the same as set forth in the as-built survey by mutually executing and recording such amendment in the Official Records of the County of San Bernardino.

2. Compensation. As a condition precedent to Grantee's occupancy or use of the Easement Area, Grantee will pay to Grantor the one-time sum equal to the fair market value of the easement interest and rights described herein, as determined by an appraisal obtained by Grantor, with one half of such sum payable directly to SBCTA and the other half payable directly to City.

3. AS-IS. Grantee accepts the condition of the Grantor's Property, including without limitation the Easement Area, in its current "AS-IS," "WHERE IS" and "WITH ALL FAULTS"

condition, without representation or warranty, express or implied, and subject to all existing matters of record and all matters that would be revealed by a diligent inspection of the Easement Area. Grantee agrees that its rights and remedies under this Agreement, including the Easement as well as its rights and interests in the Easement Area, including with respect to the installation, maintenance, and operation of the Improvements, are subject and subordinate to any (and all) existing easement(s), covenant(s), condition(s), restriction(s), reservations, rights of way, liens, encumbrances, and other matters of record on, under, affecting or relating to the Easement Area. Grantee also acknowledges that Grantor makes no representations, express or implied, as to the legal compliance, including compliance with laws governing Hazardous Materials (defined below) and other environmental laws, the physical condition, including the environmental condition, of or title to the Easement Area. This Agreement does not constitute, nor grant permission to use or occupy property, including property rights or interests, not belonging to, in the possession of or under the control of Grantor, and permission to use or occupy such property must be obtained from every owner, holder, user, possessor and controller of such property, separate from and in addition to this Agreement.

4. **Authorized Improvements.** The rights of Grantee to install, maintain, and operate the Improvements are subject to the terms of this Agreement, including Grantor's right to review and approve any and all Improvement plan(s), in its proprietary capacity as outlined below, as well as any applicable laws and license, permitting and approval requirements and conditions (and Grantor does not waive or release, and shall continue to have, any and all of its right(s) or power(s) in its governmental capacity in that regard to the extent applicable). In addition, any review and/or approval of any or all of such Improvement plan(s) by Grantor in its proprietary capacity as property owner prior to construction of the Improvements (i) shall not be deemed to be a review of any plans, drawings or specifications from an engineering or technical standpoint, (ii) may not be relied upon by Grantee (other than for the purpose of indicating that such review and approval occurred) and (iii) does not release, relieve or waive any obligation, liability or duty of Grantee or any right or remedy of Grantor (other than relating to whether the review and/or approval, as applicable, has occurred).

5. **Intentionally Omitted.**

6. **Repair of Damage.**

(a) **Damage to Public Improvements.** Grantee shall promptly notify Grantor in writing if it becomes aware of any damage to or destruction of Public Improvements (as defined below). Whether or not Grantee notifies Grantor, if any damage is caused to Public Improvements directly or indirectly by Grantee (including, without limitation, Grantee's officers, directors, agents, representatives, employees, partners, managers, contractors, or subcontractors (collectively "**Grantee Parties**")) such repair work may be conducted by Grantor at Grantee's sole cost and expense or, if so authorized in writing by Grantor, may be repaired by Grantee at Grantee's sole cost and expense (whereupon Grantee shall promptly coordinate with Grantor on any necessary closures, and promptly perform the repairs). Grantee acknowledges and agrees that the foregoing terms of this Agreement, including their operation, will not waive, relieve or release Grantee from liability for damage or destruction, including any claim, demand, loss, liability, damage, cost or expense, including attorneys' fees, incurred or suffered by Grantor or others, including damage to

any property or injury to, including death of, any person, arising out of, resulting from or related to such damage or destruction caused directly or indirectly by Grantee or the Grantee Parties.

(b) If Grantor elects to perform repair work for which Grantee has some or all responsibility, Grantee shall reimburse Grantor for its share of the reasonable costs of the repair work within thirty (30) days after delivery of a statement from Grantor describing the costs, including a statement detailing such costs and expenses. In the event payment in full is not made within said thirty (30) day period, the outstanding balance shall accrue interest at the maximum legal rate or a rate of twelve percent (12%) per annum, whichever is less, compounding monthly from the end of said thirty (30) day period until paid to cover administrative and other costs and expenses.

7. **Encumbrance.** Grantee may, at any time and from time to time, encumber to any bank, insurance company or other institutional lender, herein called "Mortgagee," by one or more deeds of trust (the "**Security Instrument**"), all of Grantee's easement interest under this Agreement, provided that (i) such Security Instrument is subject and subordinate to this Agreement and all other interests of the Grantor hereunder, (ii) such Security Instrument shall not constitute in any way a lien or encumbrance on Grantor's rights or interests, and (iii) the Security Instrument shall not encumber any obligations that do not relate to the HSR System. No Mortgagee shall be liable to Grantor as the successor to the rights and obligations of Grantee under this Agreement unless and until such Mortgagee acquires the easement interest hereunder through foreclosure or other proceedings in the nature of foreclosure or as a result of an assignment in lieu of foreclosure or other assignment, action or remedy, nor shall a Mortgagee be liable for any defaults that occur after it conveys the easement interest hereunder.

8. **Ownership of Improvements.** The Improvements shall be owned by Grantee during the duration of this Agreement. Upon the termination of this Agreement by Grantor pursuant to (and subject to) Section 14, or otherwise by Grantee, the Improvements shall become the sole property of Grantor without compensation to Grantee or any Mortgagee, or, if Grantor so elects and upon written notice to Grantee within ninety (90) days of termination, shall be demolished and removed by Grantee from the Easement Area at Grantee's sole expense within twelve (12) months from the date of said notice (subject to extension for Force Majeure Events or by written agreement of the Parties), and the foregoing (and defense and indemnity obligations of Grantee under this Agreement) shall survive the termination of this Agreement. Nothing herein affects Grantor's rights or remedies as a governmental entity, such as the right to cause Grantee to abate a nuisance, and in connection therewith, remove Improvements (if Grantor has such a right as a governmental entity under applicable law). Except as expressly limited by the terms of this Agreement, including, but not limited to, Section 14 of this Agreement, in the event of a breach, default or failure of performance by Grantee, Grantor shall have such rights and remedies as are provided under applicable law or in equity, including the right or remedy of declaratory relief, specific performance, injunction and restitution. For the avoidance of doubt, Grantor acknowledges and agrees that the construction and operation of the HSR System and the Pipeline Facilities in accordance with this Agreement and applicable law and in a commercially reasonable manner are not a nuisance.

9. **Waiver and Release.** Grantee expressly waives, releases and relinquishes (a) any and all claims, causes of action, rights and remedies Grantee may now or hereafter have against

Grantor, and its officials, officers, employees, consultants, contractors, attorneys and agents (collectively, “**Grantor Entities**”), whether known or unknown for all events and circumstances arising prior to the date of this Agreement, with respect to liability for any (and all) claim(s), demand(s), loss(es), liability(ies), damage(s), cost(s) and expense(s), including damage to or loss, upon, above, beneath, or across the Easement Area or adjacent property owned by Grantor or either of them, unless and except to the extent such damage or loss is caused by the gross negligence or willful misconduct of Grantor Entities, and (b) all claims of contribution and reimbursement for costs of remediating Hazardous Materials (defined in Section 15 below) released or existing prior to the date of this Agreement in, on or near the Easement Area.

GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW:

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

BY INITIALING BELOW, GRANTEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

\_\_\_\_\_  
Grantee’s Initials

The waivers and releases by Grantee contained in this Agreement shall survive the termination of this Agreement and shall be binding upon the assignees, transferees, and successors-in-interest of Grantee.

10. **Grantor’s Access.** Grantee acknowledges that the Grantor’s Property, including without limitation the Easement Area, may contain certain Grantor-owned facilities, whether public, enterprise, proprietary or otherwise as well as publicly and/or privately owned utilities, including, without limitation, storm drains, water, sewer, gas, electrical, cable television, fiber optics and appurtenant facilities, hereinafter referred to collectively as “**Public Improvements**”. Except for access to the Improvements, which access is covered in the following sentence, Grantor and utility providers shall have access at any time, from time to time and without notice or liability to the Easement Area, including without limitation the Public Improvements. Except in the event of an emergency, in which event telephonic notice as soon as practical is acceptable in lieu of advance written approval, if Grantor (being either or both SBCTA and City, as the case may be) desires access to the Improvements, Grantor shall request Grantee’s prior written approval, not to be unreasonably withheld, conditioned or delayed, and which request shall be reviewed and granted or denied within ten (10) business days of the written request, and Grantee shall endeavor to deliver approval of such request within five (5) business days when possible. Grantor shall

tailor its request for access so that it does not unreasonably interfere with Grantee's rights to or use of the Easement Area. Any such access must be consistent with the safety protocols described in Section 12 and Grantee shall cooperate with Grantor to determine how to safely provide access to the Easement Area for purposes of the work to be performed. Grantee shall have the right, but not the obligation, to add appropriate signage to the Improvements, including, without limitation, signs prohibiting access and requiring advance notice and permission prior to entry. Under no circumstances shall Grantor be liable in damages to Grantee, or to any successor, assign, assignee or Mortgagee, including any successor in interest, for Grantor's failure to request or obtain Grantee's permission, and Grantee covenants on behalf of itself and its successors and assigns, including successors in interest and any Mortgagee, not to sue for or claim damages against Grantor as a result of Grantor's breach of the notice requirements in this Section 10.

11. **Intentionally Omitted**

12. **Safety Protocols.** Grantee and Grantor will comply in good faith with all written safety procedures and protocols mutually developed by the Parties, as the same may be amended by the Parties in writing from time to time, and in all events to be prepared prior to the start of construction and rail operations.

13. **Utilities.** As between Grantee and Grantor, any required relocation of a utility that interferes with Grantee's project within the Easement Area is the sole responsibility of Grantee. Upon written request by Grantee, Grantor will provide utility contact information known to Grantor and make its right-of-way utility staff, if any, reasonably available on a reimbursable basis and Grantee shall pay or reimburse Grantor (within thirty (30) days after delivery (including deemed receipt pursuant to Section 21(a) below) of written demand) for said reasonable cost(s) and expense(s) incurred by Grantor. Grantee shall also be subject to the interest upon late payments as described in Section 6.

14. **Termination.** In the event (i) Grantee fails to commence construction of either the Improvements within the Easement Area or the adjacent train station within three (3) years of the Effective Date (as will be extended by Grantor if Grantee has made material progress toward meeting the requirements to commence construction), (ii) Grantee fails to complete construction within seven (7) years of the Effective Date (subject to a Force Majeure Event or any extension by written agreement of the Parties) or (iii) if, after commencement or re-commencement of passenger rail service, Grantee fails to actively operate the Pipeline Facilities for a period of eighteen (18) consecutive months (any period of non-operation due to construction or maintenance work which Grantee is performing with reasonable diligence, or subject to a Force Majeure Event or any extension by written agreement of the Parties is deemed to be operating for the purposes of this item (iii)) ("**Abandonment**"), Grantor may, subject to Section 14(a) below, after thirty (30) days written notice to Grantee, deem the Easements abandoned and terminate this Agreement; provided, however, Grantor may not terminate this Agreement if Grantee cures the Abandonment by resuming use of the Pipeline Facilities within the thirty (30) day period after written notice by Grantor. Additionally, Grantor may terminate this Agreement if Grantee fails to comply with this Agreement and then fails to cure such default within thirty (30) days after written notice from Grantor, and then continues to fail to cure such default within five (5) business days following a second written notice from the Grantor sent after the initial 30-day period, with each such notice stating in all capital and bolded letters of at least 12 point font: "FAILURE TO CURE SHALL

RESULT IN TERMINATION”; provided, however, the Grantor may not terminate this Agreement if Grantee commences to cure the default during the applicable cure period after written notice by the Grantor and thereafter diligently prosecutes the cure to completion.

(a) Right of Mortgagee to Cure Defaults. Provided that Mortgagee or Grantee has provided Grantor in writing the address for sending notices to the Mortgagee and satisfactory documentation of its status as a Mortgagee, each Mortgagee who has been so identified to the Grantor as a Mortgagee will have the same period, commencing upon written notice to each such Mortgagee of such default, to remedy or cause to be remedied the default complained of as Grantee has hereunder to cure such default, plus an additional ninety (90) days in the case of any other default which is capable of being cured by the Mortgagee (and such ninety (90) day period, upon written notice provided to Grantor within said ninety (90) day period, will be extended for a reasonable period of time to gain possession of the interest of Grantee under the Agreement through legal proceedings if necessary to cure such default, provided the Mortgagee commences the proceedings within one hundred eighty (180) days after the initial written notice by Grantor and thereafter diligently prosecutes such proceedings) which period will be extended as necessary for a Mortgagee to obtain relief from any stay in a bankruptcy proceeding in which Grantee is a debtor, provided the Mortgagee is diligently prosecuting such relief and has assumed the obligations of this Agreement in writing (and such written assumption shall have been delivered to Grantor), and Grantor will accept performance by such Mortgagee within the time specified herein as timely performance by Grantee; provided, however, that (i) nothing contained herein will be deemed to impose upon any Mortgagee the obligation to perform any obligation of Grantee under this Agreement or to remedy any default by Grantee hereunder, and (ii) in the event that the Mortgagee or a third party succeeds to Grantee’s interest under this Agreement pursuant to foreclosure of the Security Agreement, exercise of a power of sale thereunder or a deed in lieu thereof, Grantor waives, as against the Mortgagee or such third party, any default by Grantee that is not susceptible to cure by said Mortgagee or third party due to the default being personal to Grantee, including without limitation and as an example only, an obligation of Grantee to provide a financial statement. For avoidance of doubt, any default that can be cured with the payment of money is susceptible to cure. Any provision of this Agreement to the contrary notwithstanding, no performance by or on behalf of a Mortgagee will cause it to become a “mortgagee in possession” or otherwise cause it to be deemed to be in possession of the Property or bound by or liable under this Agreement, unless the Mortgagee is actually in possession of the Property. In addition, the Parties agree that if there is more than one (1) Mortgagee (or collateral assignee), then all cure periods provided in this paragraph will run concurrently. Upon the full and timely performance by Mortgagee of the obligation or obligations the nonperformance of which was the subject of the notice of default given to Mortgagee pursuant to this Section, such default shall be deemed cured and shall no longer give rise to any rights and remedies of Grantor; provided, however, that Mortgagee’s cure of any default under this Agreement by Grantee shall not excuse or waive any future default under this Agreement by Grantee or preclude or limit the exercise of any rights or remedies afforded Grantor under this Agreement as a result of such future default. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, Grantor will not have the right to terminate this Agreement or re-enter the Property by reason of a default by Grantee that is reasonably susceptible of cure by Mortgagee, during the period specified in this Section 14 in which a Mortgagee is entitled to cure a default by Grantee.

(b) In each instance of a default, Grantor may in its reasonable discretion determine that no party with a right to cure is diligently prosecuting a cure to completion; provided, however, that where cure of the subject default has not been completed within three hundred (300) days of Grantor's first notice to Grantee to cure said default, such a determination shall be deemed reasonable under this Agreement. Should Grantor reasonably determine that no party is diligently prosecuting a cure to completion, subject to the prior sentence, then all cure periods for the default subject to Grantor's determination shall be deemed to have run their course and Grantor has the right to immediately terminate this Agreement.

15. **Hazardous Materials.**

(a) Grantee covenants that it will not handle or transport Hazardous Materials in the Easement Area except for removal, transportation and disposal in compliance with laws regarding excavated soils which are or may be contaminated with Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles or passenger trains; and (d) asbestos. Notwithstanding the foregoing, Grantee may handle and transport Hazardous Materials normally and customarily used in the development, construction and operation of railroad infrastructure, including passenger stations, that are used, stored, transported and disposed of in accordance with all applicable laws, building codes, regulations, ordinances, rules, directives, covenants, or restrictions of record. As an example only, train infrastructure typically entails refueling maintenance vehicles or using cleaning supplies for routine maintenance.

(b) Grantee further agrees that, at Grantor's request, it will furnish Grantor with proof, satisfactory to Grantor, that Grantee is in compliance with all such laws, rules, regulations, orders, decisions and ordinances regarding Hazardous Materials.

(c) Notwithstanding anything else contained in this Agreement, Grantee shall indemnify, defend and hold harmless Grantor Entities from and against any and all claims, demands, liabilities, losses, damages, costs and expenses arising out of, resulting from or relating to injuries to any person, including wrongful death, or damage to property, including without limitation, property of Grantor and Grantee, or otherwise (including without limitation reasonable attorneys' fees, investigators' fees, litigation expenses, and mitigation costs) resulting in whole or in part from Grantee's acts or omissions with respect to Hazardous Materials; provided, however, that the foregoing shall not apply to the extent which a release of Hazardous Materials is the result of Grantor Entities' negligence or willful misconduct following the Effective Date. Grantee agrees to reimburse Grantor for all reasonable costs of any kind incurred as a result of the Grantee's failure to comply with this Section, including, but not limited to, judicial or administrative fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of Grantee's handling, transporting, or disposing of Hazardous Materials on, over, or across the Improvements and or adjacent property.

(d) Grantor shall have the right at any time to inspect the Improvements and Public Improvements in order to monitor Grantee's compliance with this Agreement, subject to the provisions of Section 10 above.

16. **Insurance.** Grantee shall obtain and maintain insurance, at its sole cost and expense, as required in **Exhibit "C"** attached hereto.

17. **Indemnity.** Grantee shall defend, indemnify and hold Grantor Entities free and harmless of, from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind, including attorneys' fees and costs, in any manner arising out of, resulting from or relating to any acts, omissions or willful misconduct of or by Grantee or the Grantee Parties in performance of this Agreement, breach, default or failure of performance of this Agreement, including failure of timely performance, use of the Easement Area or the construction, use, or operation of the Improvements or the failure to comply with law, including the failure to comply (or failure of its contractors to comply) with California Labor Code Section 1720 et seq., including without limitation Labor Code Section 1781, which are (a) suffered or incurred by or alleged against Grantor, Grantor Entities and/or any of the Grantee Parties, in law or equity, and/or (b) to persons or property, including death. Grantee shall further defend, indemnify and hold harmless Grantor Entities from any and all claims, demands, lawsuits, writs of mandamus, and other actions or proceedings brought against the Grantor Entities to challenge, attack, seek to modify, set aside, void or annul any Grantor decision made in connection with this Agreement or Grantee's use of the Easement Area (based on noncompliance with the California Environmental Quality Act or otherwise). Grantee shall defend, with counsel reasonably acceptable to Grantor and at Grantee's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, which may be brought or instituted against any Grantor Entities. Grantee shall pay and satisfy any judgment, award or decree that may be rendered against any Grantor Entities. Grantee shall reimburse such parties for any and all legal expenses and costs incurred by one or more of them in connection with this Agreement or the indemnity and/or related

rights, remedies and other protections herein provided. Grantee's obligations hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Grantor Entities.

18. **Covenant Running With Land.** This Agreement shall be deemed a covenant running with the land with respect to the Easement Area, burdening the Easement Area and benefitting and appurtenant to the real property interests owned by Grantee and associated with the HSR System. All of the covenants, obligations, and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives, assigns and successors-in-interest to the Parties. Every person who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Easement Area shall be conclusively deemed to have notice of this Agreement, whether or not reference to this Agreement is contained in the instrument by which such person acquires an interest in the Easement Area. Therefore, each and every contract, deed or other instrument hereinafter executed, covering or conveying the Easement Area or any portion thereof or interest therein shall conclusively be deemed to have been executed, delivered and accepted subject to this Agreement.

19. **Estoppel Certificates.** Each of the Parties hereto agrees, promptly following a request from the other Party hereto, to furnish from time to time in writing certificates containing truthful estoppel information and/or confirmations of the agreements, obligations and easements contained in this Agreement, or otherwise appurtenant to this Agreement, in a form and substance reasonably satisfactory to the Party from whom such certificate is sought.

20. **Attorneys' Fees.** In the event either Party brings a suit, action, or other proceeding against the other Party that in any way relates to or arises out of this Agreement, each Party shall bear its own legal costs and expenses.

21. **Miscellaneous.**

(a) **Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Grantee: DesertXpress Enterprises, LLC  
8329 W. Sunset Road, Suite 150  
Las Vegas, NV 89113  
Attn: Legal Department

City: City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Attn: City Manager

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

Such notice shall be deemed made when delivered by certified mail, return receipt requested, or by reputable overnight messenger delivery service, and addressed to the Party at its applicable address and shall be deemed delivered on the date of delivery or refusal to accept or inability to effect delivery shown on the return receipt, or one (1) business day after delivery to the messenger service for overnight delivery, as applicable.

(b) Entire Understanding. This Agreement constitutes the entire understanding between the Parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. The recitals are hereby incorporated herein by reference.

(c) Invalidity. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors of the respective Parties. Except as set forth in Section 7 above, this Agreement may not be assigned by either Party without the prior written consent of the other Party.

(e) Governing Law. Except on subjects preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of California. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to Grantee because of its status as a common carrier regulated by the federal government.

(f) Venue. Venue for any legal action between the Parties related to this Agreement will be in the Superior Court of San Bernardino County, California or the United States District Court, Central District Court of California. The judgment in any such action may be enforced by any court of competent jurisdiction wherever located.

(g) Exhibits. All exhibits attached hereto form material parts of this Agreement.

(h) Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

(i) Survival. All defense, indemnity, and payment obligations of Grantee that arise or relate to events occurring prior to the termination of this Agreement shall survive such termination.

(j) Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, should any fire or other casualty, act of nature, earthquake, flood, hurricane (or tropical cyclone), lightning, tornado, epidemic, landslide, war, terrorism, riot, civil commotion, general unavailability of materials, strike, slowdown, labor dispute, governmental laws or regulations, or other occurrence beyond Grantee's or Grantor's control prevent performance of this Agreement in accordance with its provisions, provided that such event does not arise by reason of the negligence or misconduct of the performing Party, (a "**Force Majeure Event**") then performance of this

Agreement by either Party will be suspended or excused to the extent and for a period commensurate with such occurrence.

22. **Property Taxes, Including Possessory Interest Taxes.** This Agreement creates a possessory interest that may be subject to possessory interest tax (a type of California property tax), and Grantee shall pay any such possessory interest taxes that may be assessed. If the Improvements are taxed as an improvement on the Easement Area, Grantee shall, upon demand, pay such taxes allocable to the Improvements, as determined by the taxing authority. Grantor shall reasonably cooperate and assist Grantee, at no costs to Grantor, in efforts to obtain a separate assessment for the Improvements, including executing any reasonably required applications or reasonable documents. Grantee shall pay when due all personal property taxes levied against or relating to the Improvements.

[Signature Page Follows]

DRAFT

*The Parties have executed this Agreement as of the date first written above.*

**CITY:**

CITY OF RANCHO  
CUCAMONGA,  
a California municipal  
corporation

**SBCTA:**

SAN BERNARDINO  
COUNTY  
TRANSPORTATION  
AUTHORITY,  
a California county  
transportation authority

**Grantee:**

DESERTXPRESS  
ENTERPRISES, LLC,  
a Nevada limited liability  
corporation

By: \_\_\_\_\_  
L. Dennis Michael  
Mayor  
City of Rancho Cucamonga

By: \_\_\_\_\_  
Rick Denison  
Board President  
San Bernardino County  
Transportation Authority

By: \_\_\_\_\_  
Sarah Watterson  
President  
DesertXpress Enterprises, LLC

ATTEST:

By: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk  
City of Rancho Cucamonga

APPROVED AS TO FORM

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
Nicholas R. Ghirelli,  
City Attorney  
Richards, Watson & Gershon

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel  
San Bernardino County  
Transportation Authority

By: \_\_\_\_\_  
David Pickett  
Associate General Counsel  
DesertXpress Enterprises, LLC

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, \_\_\_\_\_,  
(insert name and title of the officer)

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 \_\_\_\_\_

DRAFT

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, \_\_\_\_\_,  
(insert name and title of the officer)

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 \_\_\_\_\_

DRAFT

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, \_\_\_\_\_,  
(insert name and title of the officer)

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 \_\_\_\_\_

DRAFT

**EXHIBIT "A"**

**DESCRIPTION OF GRANTOR'S PROPERTY**

**APN: 0209-272-11 & 0209-272-22**

That portion of Parcel 15 of Parcel Map No. 14647 in the City of Rancho Cucamonga, County of San Bernardino, State of California, filed in Book 177, pages 90 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, together with that portion of the land described as Rancho Cucamonga Metrolink Station Phase I, in the Grant Deed recorded October 06, 1994, as Document No. 1994-0409793, of Official Records of said County, described as follows:

All that portion of said Parcel 15, together with all that portion of said Rancho Cucamonga Metrolink Station Phase I;

**Excepting** therefrom that portion lying easterly of the following described line:

**Commencing** at the northeast corner of Section 13, of Township 1 South, Range 7 West, San Bernardino Meridian, as shown on said Parcel Map;

Thence along the easterly line of said Section 13, South 00°29'50" East 50.00 feet to the intersection of the easterly prolongation of the northerly line of said Rancho Cucamonga Metrolink Station Phase I;

Thence along said easterly prolongation of said northerly line South 89°43'55 West 30.00 feet to the northeasterly corner of said Rancho Cucamonga Metrolink Station Phase I;

Thence continuing along said northerly line South 89°43'55 West 359.09 feet to the **Point of Beginning**;

Thence South 00°10'37" East 569.98 feet to the southerly line of said Parcel 15, also being the **Point of Terminus**;

Parcel contains 227,529 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, (CCS83), Zone 5, 2010.00 epoch. Divide distances shown by 0.9999392898 to obtain ground distance.

See Exhibit 'A-1' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

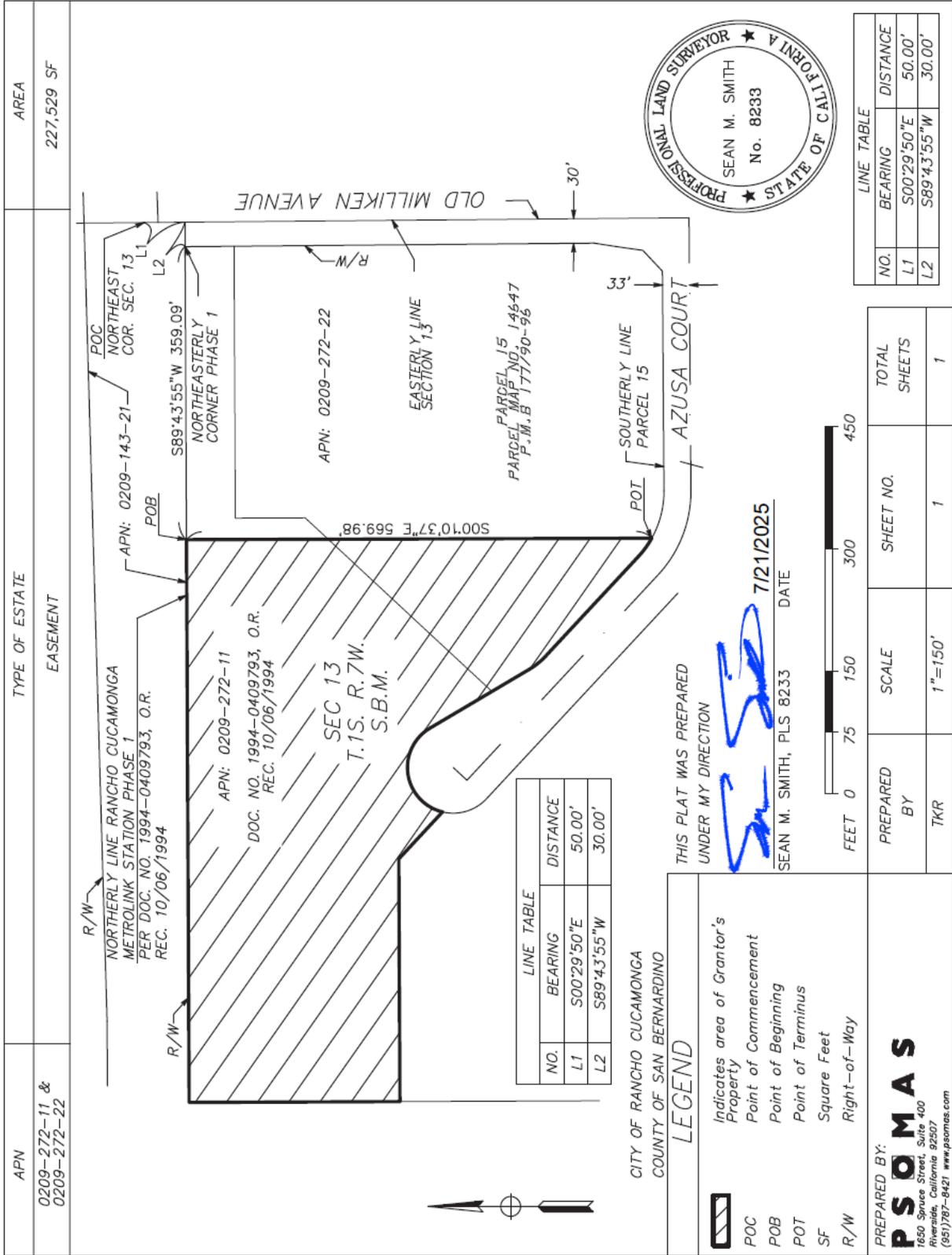


Signature:   
Sean M. Smith, PLS 8233

Date: 7/21/2025

DRAFT

# EXHIBIT 'A-1'



NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'

THIS PLAT WAS PREPARED UNDER MY DIRECTION

*SM*  
 SEAN M. SMITH, PLS 8233  
 DATE 7/21/2025



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°29'50"E	50.00'
L2	S89°43'55"W	30.00'

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
TKR	1"=150'	1	1

CITY OF RANCHO CUCAMONGA  
 COUNTY OF SAN BERNARDINO

**LEGEND**

- Indicates area of Grantor's Property
- Point of Commencement
- Point of Beginning
- Point of Terminus
- Square Feet
- Right-of-Way

PREPARED BY:  
**PSOMAS**  
 1650 Spruce Street, Suite 400  
 Riverside, California 92507  
 (951)787-8421 www.psomas.com

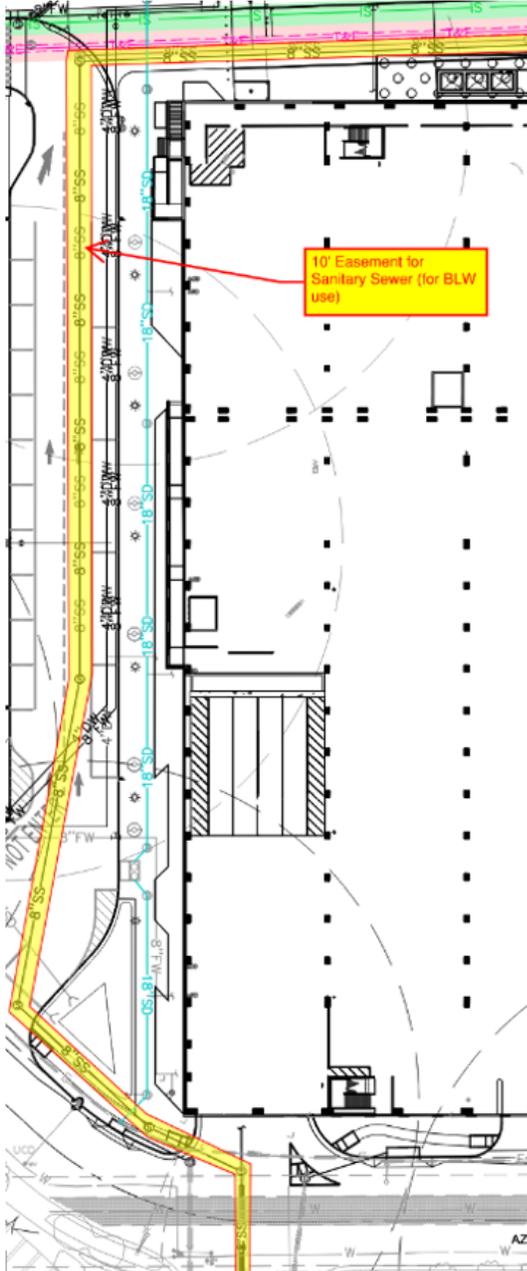
APN	TYPE OF ESTATE	AREA
0209-272-11 & 0209-272-22	EASEMENT	227,529 SF

**EXHIBIT "B"**

**DESCRIPTION OF EASEMENT AREA**

**[SEE ATTACHED]**

[NTD: ENGINEERED EXHIBIT FORTHCOMING]



DRAFT

## EXHIBIT "C"

### Required Insurance

(a) Prior to Construction. On or before Grantee's entry onto the Easement Area, Grantee shall procure and maintain, at its sole cost and expense, the following insurance:

(1) Commercial General Liability (CGL) with a limit not less than two million dollars (\$2,000,000) per each occurrence and a general aggregate limit of not less than four million dollars (\$4,000,000) providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with limits restating annually. The CGL insurance must be written on an ISO occurrence form CG 00 01 04 13 or (with approval from Grantor) substitute forms at least as broad as CG 00 01 04 13 coverage. All excess or umbrella policies must be "follow form" and afford no less coverage than the primary policy. Such CGL must provide coverage to the Indemnified Parties as additional insureds using ISO Additional Insured Endorsement CG 20 26 and CG 20 24, or their equivalent. Coverage shall be provided to the Indemnified Parties for claims proximately caused by reason of the uses authorized by this Agreement and the location and placement of improvements within the Easement Area, unless caused by an Indemnified Party's gross negligence or willful misconduct.

(b) Insurance During Construction. Prior to commencing physical construction within the Easement Area, Grantee shall procure or cause to be procured and maintained throughout construction the following insurance coverage:

(1) Liability Insurance. Commercial General Liability (CGL) with a limit not less than two million dollars (\$2,000,000) each occurrence, four million dollars (\$4,000,000) products and completed operations aggregate, and a general aggregate limit of not less than four million dollars (\$4,000,000) providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with one reinstatement general aggregate limit for the period of the policy(ies) term. The CGL insurance must be written on an ISO occurrence form CG 00 01 04 13 or (with approval from Grantor) substitute forms providing equivalent coverage. All excess or umbrella policies must be "follow form" and afford no less coverage than the primary policy. Such CGL must cover the Indemnified Parties as additional insureds using ISO Additional Insured Endorsement CG 20 26 (or CG 20 26, CG 20 24, and 20 10 with the restriction that the work is being done for or on behalf of an additional insured removed from the endorsement accompanied by 20 37 or equivalent forms and subject to market availability with approval from SBCTA providing coverage to the additional insured for completed operation losses with the restriction that the work is being done for or on behalf of an additional insured removed from the endorsement). Coverage must be provided to the Indemnified Parties for claims proximately caused by reason of the uses authorized by this Agreement, unless caused by an Indemnified Party's gross negligence or willful misconduct.

The policy or policies shall be endorsed to remove exclusions pertaining to any railroads. There must not be any endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract. Completed operations coverage must extend for as

long as there is any exposure to liability under a statute of repose or any other applicable statute of limitations. If completed operations coverage through the end of statutory exposure is not commercially available, completed operations coverage must extend for at least ten (10) years from the completion date of the Project. All excess or umbrella policies must contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary CGL.

(2) Commercial Automobile Insurance. During all phases of the Project, Grantee shall provide evidence of commercial business auto coverage written on ISO form CA 00 01 10 01 (or, with approval from Grantor, substitute form providing equivalent liability coverage) with a limit not less than one million dollars (\$1,000,000) for each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy must contain an endorsement for coverage to operations in connection with a railroad and an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars (\$1,000,000). During all phases of the Project, Grantee shall require its general contractor to provide (and shall ensure that its general contractor does provide) evidence of commercial business auto coverage written on ISO form CA 00 01 10 01 (or, with approval from Grantor, substitute form providing equivalent liability coverage) with a limit not less than five million dollars (\$5,000,000) for each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos) and can be satisfied by a combination of primary and excess and/or umbrella policies. The policy(ies) must contain an endorsement for coverage to operations in connection with a railroad and an endorsement to cover liabilities arising out of the Motor Carrier Act - Hazardous materials clean up (MCS-90) with a sublimit of no less than one million dollars (\$1,000,000). All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability.

(3) Workers' Compensation and Employers Liability Insurance. During all phases of the Project, Grantee shall provide evidence of Workers' Compensation insurance as required under California statute including coverage for Employer's Liability with limits of at least one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee by disease, and a policy limit of one million dollars (\$1,000,000) by disease. The excess liability policy must include employer's liability coverage limits to at least five million dollars (\$5,000,000) and can be satisfied by a combination of primary and excess and/or umbrella policies.

The workers' compensation policies must provide the following:

- a. A waiver of subrogation in favor of Grantor and the Indemnified Parties;
- b. A provision extending coverage to all states' operations;
- c. A voluntary compensation endorsement;
- d. An alternative employer endorsement, if applicable to Grantee operations;

- e. Coverage for liability under the United States Longshore and Harbor Workers' Compensation Act on an "if any" basis or as otherwise appropriate;
- f. Coverage for liability under Title 46 of the U.S.C. § 688 ("Jones Act") on an "if any" basis or as otherwise appropriate; and
- g. An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate.

(4) Professional Liability Insurance. During all phases of the Project, Grantee shall provide evidence of professional liability insurance, including prior acts coverage sufficient to cover all claims arising out of any professional services, including without limitation engineering, architectural, or land surveying work required in constructing the Project on the Easement Area, procured, and maintained by those third parties performing such work for or on behalf of Grantee. For the lead design contractor for the improvements in privity with Grantee, the coverage must not be less than one million dollars (\$1,000,000) per claim and in the aggregate. For environmental assessments, land surveying work and any other site work, the coverage must not be less than two million dollars (\$2,000,000) per claim and in the aggregate. For architectural, geotechnical engineers, and electrical engineers, the coverage must not be less than two million dollars (\$2,000,000) per claim and in the aggregate. For structural engineers and civil engineers relating to the Project, the coverage must not be less than one million dollars (\$1,000,000) per claim and in the aggregate. Grantee shall also require any member of its design build team, any subconsultant, or any subcontractor performing professional design services for any portion of the Project, to obtain and maintain (and shall ensure that they do obtain and maintain) professional liability insurance providing the same coverage, with limits of at least one million dollars (\$1,000,000) per claim and in the aggregate. Grantee shall procure and maintain an Owner's Protective Professional Indemnity (OPPI) policy that provides coverage with limits of at least five million dollars (\$5,000,000) per claim and in the aggregate for claims arising out of the liability of design and construction professionals. Such coverage must include coverage for claims filed directly against Grantee by third-parties alleging negligence (arising from professional services of design firms).

No self-insured retention for Grantee or any lead design entity is permitted to exceed five hundred thousand dollars (\$500,000), unless commercially unavailable and without prior written approval from Grantor, in its good faith discretion. Coverage must apply specifically to professional activities performed or contracted by Grantee in support of the Project. The policy(ies) must have a retroactive date consistent with the inception of the first date of design or project or construction management activities, and no later than the date on which any contract or subcontract was issued. Grantee agrees to maintain or to require its design professionals, subconsultants, or design-build subcontractors to maintain (and shall ensure that they do maintain), as appropriate, this required coverage for a period of no less than three years after the commencement of revenue service or to purchase an extended reporting period for no less than three years after the commencement of revenue service. If the contractor is working with a separate lead design entity, contractor must (and Grantee shall ensure that contractor does) require the lead

design entity to agree to maintain this coverage for a period of no less than three (3) years after the commencement of revenue service or to purchase an extended reporting period for no less than three (3) years after the commencement of revenue service.

(5) Contractor's Pollution Liability. Grantee shall procure or cause to be procured contractor's pollution liability ("CPL") coverage throughout the period of construction. Coverage must be provided by a policy with dedicated limits of no less one dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate per policy period dedicated to the larger high speed rail project, including the Project. Coverage must be written on an occurrence basis and extended for a minimum ten (10) year period with a separate limit available exclusively to the Project. The CPL policy must include coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other media to the extent required by environmental laws caused by pollution conditions resulting from or exacerbated by covered operations; third-party bodily injury and property damage, provided that the third-party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by or from conditions exacerbated by covered operations. The policy must have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway or for lead or asbestos. Coverage as required in this Section shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL policy must also provide coverage for losses due to loading, unloading or transportation and liability imposed by off-site disposal of materials at a third-party disposal site including testing, monitoring, measuring operations or laboratory analysis and remediation. If the scope of work includes the disposal of any hazardous or non-hazardous materials from the job site, Grantee shall furnish Grantor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of one million dollars (\$1,000,000) per loss and an annual aggregate of one million dollars (\$1,000,000).

(6) Railroad Protective Liability. Grantee shall provide, or cause to be maintained, any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any construction is being performed within 50 feet of any railroad ROW. Coverage shall be written on Insurance Services Office occurrence Form CG 00 35 (or, with approval from Grantor, substitute form providing equivalent coverage) on behalf of any railroad as a named Insured, with a limit specified by any railroad. 20.2.1.7.

(7) Builder's Risk Insurance. Grantee shall, upon commencement of construction and with approval of Grantor, obtain and maintain a policy of builder's risk insurance for the Project. Coverage shall be written on an "all risk" basis and provided through a stand-alone policy dedicated solely to the Project. The insureds must include the contractor, all subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and Grantor. Coverage must include property owned by Grantor and the Indemnified Parties that is part of the Project and must not be limited by use of the phrase "as their interests may appear." The policy must cover all property, roads, buildings, bridge structures, other

structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment (excluding contractor's equipment) that are part of or related to the portions or elements of the Project, and the works of improvement, including permanent and temporary works and on-site materials, and including goods intended for incorporation into the works located at the Easement Area, in storage or in the course of transit to the Easement Area and all improvements that are within the Easement Area.

The builder's risk policy must include coverage for:

- a. Any ensuing loss from faulty workmanship or nonconforming work, including L.E.G. 3 wording;
- b. Machinery accidents and operational testing involving equipment covered by the policy;
- c. Removal of debris, with a sublimit of twenty-five percent (25%) of the loss subject to a limit of five million dollars (\$5,000,000) and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project;
- d. Transit, including ocean marine coverage (unless insured by the supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key equipment item;
- e. Replacement value of any property or equipment stored either on or off the Easement Area;
- f. Coverage limits sufficient to insure for the following perils subject to applicable sub-limits for these perils based on the probable maximum loss of the insured property:
  - Collapse;
  - Terrorism;
  - Earthquake;
  - Flood;
- g. Plans, blueprints and specifications; and
- h. Demolition and increased cost of construction as required by law or ordinance subject to applicable sub-limits.

There must be no coinsurance penalty provision in any such policy. All deductibles or self-insured retentions must be the sole responsibility of Grantee.

The policy must provide a "severability of interests provision," "multiple insured's clause" or similar wording that the policy is to apply to each insured as if a separate policy had been issued to each insured except as to limits.

Grantee shall also require the general contractor and its subcontractors to procure and maintain (and shall ensure that they do procure and maintain) coverage for tools and equipment owned, leased or used by the general contractor or subcontractors in the performance of their work under this contract.

Upon completion of construction of the Project and prior to commencing operations of the Project within the Easement Area, Grantee shall provide evidence of “all risk” property insurance covering the Project/Improvements, with coverage sufficient to cover the probable maximum loss of such improvements and alterations made by Grantee pursuant to the terms hereof, which must include “all risk” coverage using the ISO Causes of Loss - Special Form or (with approval from Grantor) its equivalent, as well as flood insurance, subject to applicable sub-limits for natural hazard exposures based on the probable maximum loss of such improvements.

(c) Insurance During Operations. Upon the commencement of revenue service operations, Grantee shall procure and maintain, at its sole cost and expense, Commercial General Liability (CGL) with a limit not less for personal injury, death, and property damage in an amount not less than three hundred twenty-three million dollars (\$323,000,000), or such other limit of liability as Congress may establish from time to time applicable to Grantee’s passenger rail operations. Such policy or policies must provide coverage to all Indemnified Parties as additional insureds. All excess or umbrella policies must be “follow form” and afford no less coverage than the primary policy and the policies up to three hundred twenty-three million dollars \$323,000,000 must include one reinstatement limit for the period of the policy(ies) term.

(d) Self Insurance. The policy or policies under which coverage required by this Agreement is provided may include a deductible or self-insured retention not in cumulative excess of ten million dollars (\$10,000,000) on the condition that:

(1) Each insurance policy expressly provides that the obligations of the policy issuer to Grantor as an additional insured are not to be diminished in any way by Grantee’s failure to pay its deductible or self-insured retention obligation for any reason;

(2) Grantee provides a declaration under penalty of perjury by a Certified Public Accountant (CPA) acceptable to Grantor and who shall apply a Fiduciary Standard of Care, certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming that Grantee has sufficient funds and resources to cover any self-insured retentions if the cumulative self-insured retentions from all required insured policies are in excess of one million dollars (\$1,000,000); and

(3) Grantee promptly pays any and all amounts due under such deductible or self-insured retention in lieu of insurance proceeds that would have been payable if the insurance policies had not included a deductible or self-insured retention amount.

(e) Definition of “Self Insurance”. As used in this Agreement, “self insurance” means that Grantee is itself acting as if it were the insurance company providing the insurance required under the provisions of this Agreement.

(f) Evidence of Insurance. In accordance with the insurance requirements above, Grantee shall furnish evidence of insurance reasonably acceptable to Grantor before Grantee enters the Easement Area, before commencing physical construction of the Project within the Easement Area, and before the beginning of operations, as applicable. Grantee shall provide Grantor with satisfactory evidence of renewal or replacement insurance no later than thirty (30) days after the expiration or termination of such insurance. Grantee shall submit full copies of the commercial general liability policy, excess/umbrella liability policy, builder's risk policy, and the project-specific professional liability policy or binders with full specimen copies of the forms for each policy until such time as full copies of the policies are available. This requirement applies prior to Grantee starting work on the Project, including all subsequent renewal policies. Certificates of insurance are required for all other lines of insurance. If, through no fault of Grantee, any of the coverage required becomes unavailable, Grantee shall provide good faith alternative insurance packages and programs, subject to prior approval by Grantor, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein.

(f) Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, must be endorsed by the ISO Form CG 20 10 11 85, CG 20 37, CG 20 24 and CG 20 26 as outlined in Paragraphs (a) and (b) above, to name the Indemnified Parties as additional insureds. The additional insured endorsements must not have any restriction requiring that the work is being done for or on behalf of an additional insured. With respect to general liability arising out of or connected with work or operations performed by or on behalf of Grantee under this Agreement, coverage for such additional insureds must not extend to liability to the extent prohibited by Section 11580.04 of the Insurance Code. The additional insured endorsements must not limit the scope of coverage for Grantor to vicarious liability but shall allow coverage for Grantor to the full extent provided by the policy.

(h) Waiver of Subrogation Rights. To the fullest extent permitted by law, Grantee hereby waives all rights of recovery under subrogation against the additional insureds named herein, and any other tenant, contractor, subcontractor or sub-subcontractor performing work or rendering services on behalf of Grantor, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, Grantee shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. Grantee shall require all of the policies and coverages required in this Section to waive all rights of subrogation against the additional insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided must not prohibit Grantee from waiving the right of subrogation prior to a loss or claim.

(i) Eligible Insurers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by Grantor. Grantee shall furnish to Grantor, not less than fifteen (15) days before the date the insurance is first required to be carried by Grantee, and thereafter before the expiration of each policy, true and correct certificates of insurance, using the appropriate ACORD form of certificate

or its equivalent, evidencing the coverages required under this Section, with a copy of each policy, if requested by Grantor. Such certificates must provide that should any policies described therein be cancelled before the expiration date thereof, notice is to be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, Grantee agrees that the insurance coverage required hereunder is not to be terminated or modified in any material way without thirty (30) days advance written notice from Grantee to Grantor.

(j) Cure. If Grantee fails to procure and maintain insurance required under this Agreement or fails to meet its obligations with respect to any deductible or self-insured retention amount under this Agreement, subject to the provisions herein, Grantor is entitled, after thirty (30) days prior written notice to Grantee of Grantee's default hereunder and Grantee's failure to cure such default within said thirty (30) days, ten (10) days for non-payment, to require Grantee to immediately discontinue all construction activities related to the Project and immediately discontinue operation of the Project until Grantee has provided Grantor reasonably satisfactory evidence that the required insurance has been obtained and the other obligations of Grantee under this Section have been met. No cessation of construction or operations required by Grantor under this Section releases or relieves Grantee of any of its other obligations under this Agreement.

DRAFT