

**AGREEMENT FOR OUT-OF-BOUNDARY
SEWER AND WATER SERVICES
14901 Monte Vista Avenue**

This Agreement for Out-of-Boundary Sewer and Water Services (“Agreement”) is dated for reference purposes as of July 15, 2025, by and between the CITY OF CHINO, a California municipal corporation located in San Bernardino County, California (“Chino”), and the CITY OF CHINO HILLS, a California municipal corporation located in San Bernardino County, California (“Chino Hills”). Chino and Chino Hills are sometimes hereinafter referred to individually as “party” and collectively as “parties.”

RECITALS

A. The real property that is the subject of this Agreement is located at 14901 Monte Vista Avenue, at the southeast corner of Chino Hills Parkway and Monte Vista Avenue, within the jurisdictional boundaries of the City of Chino Hills, County of San Bernardino, State of California. The property consists of a vacant parcel proposed for development with a four-story, fully-enclosed indoor self-storage facility, comprising approximately 63,725 square feet of leasable area across 745 storage units (“Project”). The Project site is more particularly identified and depicted in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”).

B. Chino Hills does not currently maintain or operate municipal water or sewer utility infrastructure in the immediate proximity of the Property. With respect to domestic water service, the nearest potable water main under the ownership and maintenance of Chino Hills is located approximately 900 linear feet south of the Property, at or near the intersection of Monte Vista Avenue and Fairfield Ranch Road. In contrast, Chino owns and operates a potable water transmission main situated within the public right-of-way of Chino Hills Parkway, immediately adjacent to the Property’s frontage.

C. A similar condition exists with respect to sanitary sewer service. The nearest public sewer main maintained by Chino Hills is likewise located approximately 900 linear feet to the south, at or near the intersection of Monte Vista Avenue and Fairfield Ranch Road. In contrast, Chino owns and maintains an existing twelve-inch diameter gravity sewer main located within the public right-of-way of Monte Vista Avenue, directly contiguous to the Property.

D. Chino Hills has approved entitlements for the Project. *[14901 Monte Vista SP, LLC, a Delaware limited liability company]* (“Property Owner”) will not develop or operate the Project unless water and sewer service is provided to the Property from the adjacent Chino municipal water and sewer mains.

E. In light of the foregoing conditions, Property Owner hereby requests the provision of municipal sewer and water service from Chino, pursuant to Section 56133 of the California Government Code and in accordance with the applicable policies, procedures, and exemption criteria established by the San Bernardino County Local Agency Formation Commission (“SBLAFCO”).

F. Chino is willing to provide sanitary sewer and water services to the Property in accordance with the terms and conditions of this Agreement and as authorized under City of Chino City Council Resolution No. 2025-021, which permits Out-of-Boundary Service Agreements. Final connection to Chino’s sewer and water systems shall be contingent upon the completion of off-site public improvements located within Chino, as agreed upon by Chino and Property Owner (“Off Site Improvements”). Property Owner will enter into a Public Improvement Agreement with Chino to ensure the timely construction and completion of the required Off Site Improvements. Chino will not issue any encroachment permit for the sewer and water lateral connections until such time as the Public Improvement Agreement has been fully executed by both parties.

G. The provision of sewer and water services by Chino to the Property will not adversely impact sewer and water services to other Chino customers.

H. Pursuant to California Government Code section 56133, SBLAFCO must either approve an out-of-boundary service agreement or determine that the extra-jurisdictional service is exempt from Section 56133.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and in consideration of the terms, conditions, and covenants set forth herein, the parties agree as follows:

1. Chino Water and Sewer Service Details.

1.1. Subject to the terms and conditions set forth in this Agreement, Chino agrees to provide sanitary sewer and water services to the Property, as more fully described in the above Recitals. Chino Hills hereby consents to Chino’s provision of sewer and water services to the Property.

1.2. Property Owner shall be solely responsible for the preparation of all engineering plans, related technical documents, acquisition of all necessary permits, and the construction of all required improvements, including, without limitation, those improvements required as conditions of approval. All work to be performed within the jurisdiction of the City of Chino shall be completed in accordance with plans and specifications approved by Chino, as conditioned.

1.3. Property Owner and its successors in interest, are solely responsible for all costs, fees, and charges, including, without limitation, connection fees, improvement fees, installation fees, expansion fees, permit-related fees, and ongoing service fees and charges imposed or charged by Chino with respect to the sewer and water connections and services contemplated herein.

2. SBLAFCO Authorization. The parties will collaborate on requesting SBLAFCO’s approval of this Agreement pursuant to Government Code section 56133 or a determination by SBLAFCO that Section 56133 does not apply to the extra-jurisdictional sewer and water services contemplated herein.

3. Statement of Acknowledgment. The parties agree that prior to commencement of any sewer and water services to the Property pursuant to this Agreement, Property Owner shall be required to execute the Acknowledgment and Consent by Owner(s) on the signature page of this Agreement and Property Owner and Chino shall execute the Statement of Acknowledgment and Agreement Regarding Sewer and Water Services Connection (“Statement of Acknowledgment”) in the form attached hereto as Exhibit B, incorporated herein by this reference. Thereafter, the Statement of Acknowledgment shall be recorded against the Property.

4. Effective Date. This Agreement will become effective as of the date it is approved by SBLAFCO pursuant to Government Code section 56133 or as of the date SBLAFCO determines in writing that Section 56133 does not apply to the extra-jurisdictional sewer and water services contemplated herein (the “Effective Date”).

5. Indemnification. Chino agrees to indemnify and hold harmless Chino Hills, its officers, officials, employees, and agents, from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorneys’ fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to Chino’s service to the Property, and otherwise resulting from Chino’s acts or omissions with respect to the provision of sewer and water services to the Property from the Effective Date, and for so long as Chino continues to serve the Property.

6. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. A notice shall be deemed to have been given as of the date of personal service, or three days after the date of deposit of the same in the custody of the United States Postal Service. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email to the email address listed below.

To Chino

City of Chino
Attn: City Clerk
13220 Central Avenue
Chino, CA 91710
ngonzaga@cityofchino.org

To Chino Hills

City of Chino Hills
Attn: City Clerk
14000 City Center Drive
Chino Hills, CA 91709
cityclerk@chinohills.org

7. Governing Law; Venue. This Agreement shall be construed and governed by the laws of the State of California. Any litigation concerning this Agreement shall take place in the Superior Court for the County of San Bernardino.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. Entire Agreement. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid and binding.

10. No Oral Modifications. The terms of this Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

11. Counterparts; Electronic Signatures. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, Chino and Chino Hills have entered into this Agreement as of the Effective Date.

CITY OF CHINO

CITY OF CHINO HILLS

Eunice Ulloa, Mayor

Art Bennett, Mayor

Attest:

Attest:

Natalie Gonzaga, City Clerk

Cheryl Balz, City Clerk

Approved as to form:

Approved as to form:

Fred Galante, City Attorney

Mark D. Hensley, City Attorney

Approved as to content:

Hye Jin Lee, Director of Public Works

ACKNOWLEDGMENT AND CONSENT BY PROPERTY OWNER:

The undersigned is the owner(s) of the above-described Property, and the undersigned hereby acknowledges, consents to, and agrees to abide by the terms of the foregoing Agreement for Out-of-Boundary Sewer and Water Services.

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT A
Legal Description of the Property

EXHIBIT B

**Form of Statement of Acknowledgment and Agreement
Regarding Sewer and Water Services Connections**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Chino
Attn: City Engineer
13220 Central Avenue
Chino, CA 91710

EXEMPT FROM FEES PER GOVERNMENT CODE § 27383

SPACE ABOVE LINE FOR RECORDER'S USE

APN NO. _____

**STATEMENT OF ACKNOWLEDGMENT AND AGREEMENT REGARDING
SEWER AND WATER SERVICE CONNECTIONS**

This Statement of Acknowledgment and Agreement Regarding Sewer and Water Service Connections (“Agreement”) is entered into by and between the undersigned property owner named below (“Property Owner”) and the City of Chino, a California municipal corporation (“Chino”) as of _____, 2025. Property Owner and Chino may be referred to herein individually as “party” and collectively as the “parties.”

RECITALS

A. The real property described in Exhibit 1, attached hereto and incorporated herein (the “Property”), lies within the sewer and water services boundary of the City of Chino Hills (“Chino Hills”), but outside the municipal boundaries of Chino.

B. Chino Hills does not currently maintain or operate municipal water or sewer utility infrastructure in the immediate proximity of the Property. With respect to domestic water service, the nearest potable water main under the ownership and maintenance of Chino Hills is located approximately 900 linear feet south of the Property, at or near the intersection of Monte Vista Avenue and Fairfield Ranch Road. In contrast., Chino owns and operates a potable water transmission main situated within the public right-of-way of Chino Hills Parkway, immediately adjacent to the Property’s frontage.

C. A similar condition exists with respect to sanitary sewer service. The nearest public sewer main maintained by Chino Hills is likewise located approximately 900 linear feet to the south, at or near the intersection of Monte Vista Avenue and Fairfield Ranch Road. In contrast, Chino owns and maintains an existing twelve-inch diameter gravity sewer main located within the public right-of-way of Monte Vista Avenue, directly contiguous to the Property.

D. Chino Hills has approved entitlements for an indoor storage facility project on the Property (the “Project”).

E. In light of the foregoing conditions, Property Owner hereby requests the provision of municipal sewer and water services from Chino to the Property, pursuant to Section 56133 of the California Government Code and in accordance with the applicable policies, procedures, and exemption criteria established by the San Bernardino County Local Agency Formation Commission (“SBLAFCO”).

I. Chino is willing to provide sanitary sewer and water services to the Property in accordance with the terms and conditions of this Agreement and as authorized under Chino City Council Resolution No. 2025-021, which permits Out-of-Boundary Service Agreements. Final connection to Chino’s sewer and water systems shall be contingent upon the completion of off-site public improvements located within Chino, as agreed upon by Chino and Property Owner and as generally described in Exhibit 2, attached hereto and incorporated herein (“Off Site Improvements”). Property Owner will enter into a Public Improvement Agreement with Chino to ensure the timely construction and completion of the required Off Site Improvements. Chino will not issue any encroachment permit for the sewer and water lateral connections until such time as the Public Improvement Agreement has been fully executed by both parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, terms, and conditions set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Service Details. Subject to the terms and conditions set forth in this Agreement, Chino agrees to provide sanitary sewer and water services to the Property, as further described in the above Recitals.

2. Terms and Conditions Regarding Provision of Sewer and Water Services by Chino.

2.1. Chino agrees to furnish, and Property Owner agrees to accept, sewer and water services to the Property in accordance with the terms and conditions in this Agreement and Chino’s applicable ordinances, rules, regulations, order, and policies.

2.2. Property Owner shall be solely responsible for the preparation of all engineering plans, related technical documents, acquisition of all necessary permits, and the construction of all required improvements, including, without limitation, those improvements required as conditions of approval. All work to be performed within the jurisdiction of the City of Chino shall be completed in accordance with plans and specifications reasonably approved by Chino, as conditioned.

2.3. Property Owner, and its successors in interest, are solely responsible for all costs, fees, and charges, including, without limitation, connection fees, improvement fees, installation fees, expansion fees, permit-related fees, and ongoing service fees and charges imposed or charged by Chino with respect to the sewer and water connections and services contemplated herein.

2.4. The parties agree that sewer and water services under this Agreement are exclusively limited to the Property and that no additional connections other than that described herein may be made without the prior written approval of Chino. Chino has no obligation to provide any other service to the Property.

2.5. Property Owner agrees, on behalf of itself and its successors in interest, to timely pay Chino any monthly, yearly, or other periodic charges for the services, a sewer and water connection fees, plan check fees, inspection fees, capacity charges, and any other applicable one-time or recurring fees and charges in effect and paid by the owners of similarly situated real properties served by Chino at the rates established therefor by Chino, including any applicable penalties or interest lawfully imposed by Chino (“Fees and Charges”). Chino reserves the right to collect the Fees and Charges (or any delinquencies thereof) in any lawful manner, including, without limitation, having them collected on the property tax bill for the Property. ***[NTD: Can the currently applicable Fees and Charges be identified and specified here?]***

2.6. Property Owner will comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of San Bernardino, the City of Chino Hills, the City of Chino, and any other political subdivision having jurisdiction over the Property, the work involved in the construction of the private lateral serving the Property, or the use of the sewer and water systems, including, without limitation, all applicable laws, rules and regulations governing discharges to the public sewer and water systems. Without limiting the foregoing, Property Owner shall not discharge any waste oil, acid, stormwater, or any other matter detrimental to Chino’s sewer and water systems or treatment process and shall otherwise comply with Chino’s requirements related thereto. If Property Owner makes any such non-permitted discharge, Chino may perform repairs, mitigation, or maintenance work at the expense of the Property Owner, and the Property Owner agrees to pay for such repair, mitigation, or maintenance work. Chino reserves the right to collect all such expenses incurred in any lawful manner, including, without limitation, having them collected on the property tax bill for the Property.

2.7. Property Owner agrees to indemnify, defend (with counsel reasonably acceptable to Chino), and hold the Chino harmless from and against any and all liability, loss, damage, costs, or expenses (including attorneys’ fees and costs) (collectively, “Claims”) arising from or as a result of Property Owner’s failure to comply with any provision of this Agreement, or occasioned wholly or in part by any act or omission of Property Owner or its officers, employees, contractors, subcontractors, and agents arising out of or in connection with this Agreement or the design, construction, installation, or use of the private lateral, except to the extent any Claim arises out of the grossly negligent or willful act or omission of an indemnified party. Should Chino be named in any suit, or should any Claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement or the design, construction, installation, or use of the private lateral, Property Owner will defend Chino (at Chino’s request and with counsel satisfactory to Chino) and indemnify Chino for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, “Chino” includes the City of Chino and its officers, officials, employees, contractors, agents, and volunteers. Property Owner’s obligations under this section shall survive termination of this Agreement.

2.8. Property Owner acknowledges and agrees that so long as this Agreement is in effect, Chino Hills is not responsible for providing any sewer and water services to the Property.

3. Term; Termination. This Agreement shall remain in full force and effect until and unless: (i) it is terminated by mutual agreement of the parties and that termination is consented to by Chino Hills, and (ii) the Property is connected to Chino Hills sewer and water systems in accordance with all applicable permits and approvals required by Chino Hills.

4. Time of the Essence. Time is of the essence is the performance of obligations of this Agreement.

5. No Precedent. Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by Chino with respect to the provision of sewer and water services or any other service in the future to any out of boundary territory.

6. Binding on Successors and Assigns. All of the terms, conditions, and covenants hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns and shall run with the land comprising the Property. This Agreement shall be recorded in the Official Records of the County of San Bernardino.

7. Force Majeure. Whenever performance is required of any party hereunder, that party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if performance is delayed at any time by reason of acts of God, war, sabotage, terrorism, civil unrest, riots, strikes, picketing, or other labor disputes, or damage to work in progress by reason of fire or other casualty or cause beyond the reasonable control of a party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay so caused, provided the party requesting such delay provides prior notice to the other party describing the nature and circumstances of the delay within 20 days of occurrence of such delay.

8. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

9. Entire Agreement. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid and binding.

10. No Oral Modifications. The terms of this Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

11. Attorney Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection

with any provision of this Agreement, or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, or the non-dismissing party when the dismissal occurs other than by a settlement, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The “prevailing party,” for purposes of this Agreement, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

12. Waiver. No waiver by either party of any default in performance on the part of the other party, or of a breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

12. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. A notice shall be deemed to have been given as of the date of personal service, or upon receipt or first attempted delivery after deposit of the same in the custody of the United States Postal Service. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email to the email address listed below.

To Chino

City of Chino
Attn: City Clerk
13220 Central Avenue
Chino, CA 91710
ngonzaga@cityofchino.org

To Property Owner

14901 Monte Vista SP, LLC
c/o William Warren Properties, Inc.
100 Wilshire Blvd., Suite 400
Santa Monica, CA 90401
Attn: President
cporter@williamwarren.com

13. Default. Property Owner shall not be deemed to be in default under this Agreement unless Chino delivers written notice in reasonably detail of a failure by Property Owner to abide by the terms of this Agreement and Property Owner fails to correct such failure within thirty (30) days after delivery of the notice; provided, however, that if longer than thirty (30) days is reasonably required to correct such failure, then Property Owner shall not be deemed to be in default if Property Owner commences to correct such failure within thirty (30) days and proceeds with all reasonable diligence and continuity to complete such correction.

14. Counterparts; Electronic Signatures. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove set forth.

CITY OF CHINO

PROPERTY OWNER

14901 Monte Vista SP, LLC

Linda Reich, City Manager

By: _____
Signature

Attest:

Printed Name

Natalie Gonzaga, City Clerk

Title

Approved as to form:

Signature

Fred Galante, City Attorney

Printed Name

Approved as to content:

Title

Hye Jin Lee, Director of Public Works

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)

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,

(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 1

Legal Description of the Property

EXHIBIT 2

General Description of Off Site Improvements

1. Rebuild curb ramps at Monte Vista Ave. to meet updated standards
2. Add a driveway for County access to the Chino Creek channel
3. Relocate pedestrian push buttons and crosswalk striping to align with new ramp design
4. Reconfigure travel lanes at the intersection of Monte Vista Avenue and Chino Hills Parkway by removing one left-turn lane and restriping to create one left-turn lane and one right-turn lane to improve truck turning movements