

**CITY OF FONTANA
REGULAR HOUSING AUTHORITY MEETING
January 28, 2020
Grover W. Taylor Council Chambers
8353 Sierra Avenue
Fontana, CA 92335
7:00 PM**

Welcome to a meeting of the Fontana Housing Authority. A complete agenda packet is located in the binder on the table in the lobby of the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Authority, please fill out a card located at the entrance to the left indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the Authority Secretary. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act, the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 is wheel chair accessible and a portable microphone is available.

Traducción en Español disponible a petición. Favor de notificar al Departamento "City Clerk". Para mayor información, favor de marcar el número 350-7602.

CALL TO ORDER/ROLL CALL:

- A.** 7:00 P.M. Call the Meeting to Order

PUBLIC COMMUNICATIONS:

This is an opportunity for citizens to speak to the Authority for up to 5 minutes on items **not** on the Agenda, but within the Authority's jurisdiction. The Authority is prohibited by law from discussing or taking immediate action on non-agendized items.

- A.** Public Communications

CONSENT CALENDAR:

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below - there will be no separate discussion on these items prior to the time Authority votes on them, unless a member of the Authority requests a specific item be removed from the Consent Calendar for discussion. **Does any member of**

the public wish to address the Authority regarding any item on the Consent Calendar before the vote is taken?

A. Approval of Minutes

Approve the Minutes of the December 10, 2019, Regular Housing Authority Meeting.

B. Exclusive Negotiation Agreement (ENA) – Fontana - Southridge Detention Basin

Approve an Exclusive Negotiation Agreement (ENA) between the Fontana Housing Authority and The Related Companies of California, LLC, a Limited Liability Company (TRCC), to facilitate future development of an affordable multi-family housing community at the Southridge Detention Basin located on west side of Sierra Avenue, between Santa Ana Avenue to the north and Jurupa Avenue to the south and authorize the City Manager to execute the ENA.

Approve Consent Calendar Item(s).

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

A. Elected Officials Communications/Committee Reports

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

A. Executive Director Communications

ADJOURNMENT:

A. Adjournment

**MINUTES OF THE CITY OF FONTANA
REGULAR HOUSING AUTHORITY MEETING
December 10, 2019
Grover W. Taylor Council Chambers**

CALL TO ORDER/ROLL CALL:

A. 7:00 P.M. Call the Meeting to Order

The Regular Meeting of the City of Fontana Housing Authority was held on Tuesday, December 10, 2019, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, California. Vice-Chairperson Cothran called the meeting to order at 9:27 p.m.

ROLL CALL:

Present: Vice-Chairperson Cothran, Authority Members Warren, Roberts and Sandoval.

Absent: Chair Armendarez.

PUBLIC COMMUNICATIONS:

A. Public Communications

There were no public communications received.

CONSENT CALENDAR:

ACTION: Motion was made by Authority Member Roberts, seconded by Authority Member Sandoval and passed by a vote of 4-0-1 to approve Consent Calendar Items "A-B" (AYES: Warren, Roberts, Sandoval and Cothran; NOES: None ABSENT: Armendarez) as follows:

A. Approval of Minutes

Approve the Minutes of the November 12, 2019, Regular Housing Authority Meeting.

B. First Amendment to Lease Agreement Between the Fontana Housing Authority and Laurel Woods Affordable Housing, LLC

Approve a first amendment to the lease agreement between the Housing Authority and Laurel Woods Affordable Housing, LLC, and authorize the Executive Director to execute any documents necessary to effectuate said approval.

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

A. Elected Officials Communications/Committee Reports

There were no Elected Official communications received.

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

A. Executive Director Communications

There were no Executive Director communications received.

ADJOURNMENT:

The Fontana Housing Authority meeting was adjourned by consensus at 9:28 p.m.

Tonia Lewis
Authority Clerk

Philip Cothran
Vice-Chairperson

ACTION REPORT
January 28, 2020

FROM: Department of Administrative Services

SUBJECT: Exclusive Negotiation Agreement (ENA) – Fontana - Southridge Detention Basin

RECOMMENDATION:

Approve an Exclusive Negotiation Agreement (ENA) between the Fontana Housing Authority and The Related Companies of California, LLC, a Limited Liability Company (TRCC), to facilitate future development of an affordable multi-family housing community at the Southridge Detention Basin located on west side of Sierra Avenue, between Santa Ana Avenue to the north and Jurupa Avenue to the south and authorize the City Manager to execute the ENA.

COMMITTEE GOALS:

* To promote affordable housing by construction of high-quality multi-family housing which also serves to address the affordability needs of this community.

DISCUSSION:

The Southridge Detention Basin area encompasses approximately 4.78 acres of land currently owned by the City of Fontana. The rectangular shaped property is generally located on the west side of Sierra Avenue between Santa Ana Avenue to the north and Jurupa Avenue to the south.

As the first step in the development process, the City intends to enter into an Exclusive Negotiating Agreement (ENA) with TRCC, LLC, with the following proposed deal-points:

- The City agrees not to negotiate or discuss this property with any other development entities.
- The ENA will be in place for a period of 180 days following approval by the Housing Authority with an additional three (3) sixty (60) day extensions.
- As part of the ENA, the developer will conduct studies and due diligence on the property.
- Within the one hundred eighty days (180 days) of the ENA period the developer shall produce and submit to the Housing Authority the following items:

- 1.) A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (a) the location and placement of proposed buildings and the architecture and elevations of the proposed buildings;

2.) A proposed time schedule and cost estimates for the development of the Project on the Property.

- The items identified above will be presented to the Housing Authority and/or city staff for their review and consideration. If the developer receives positive feedback and concurrence, they shall proceed with securing any/all entitlements (including planning, building and engineering) required for development of the site.
- The Housing Authority and the developer agree to negotiate diligently and in good faith to prepare and enter into a Disposition and Development Agreement (DDA). It is the specific purpose and intent of the ENA to transition into a DDA for the ultimate development of this property.
- The Housing Authority and Developer both have the right, during the initial 180-day ENA period, to terminate the ENA.

Approval of the ENA with TRCC, LLC will facilitate development of the Southridge Detention Basin for an affordable housing project located in South Fontana.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

SUBMITTED BY:



Zai AbuBakar
Director of Community Development

APPROVED BY:



G. Michael Milhiser
Interim City Manager

ATTACHMENTS:

Description:	Type:
Fontana Southridge Detention Basin ENA	Backup Material

ITEM: CC-B

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Fontana - Southridge)

This Exclusive Negotiating Rights Agreement (this “Agreement”) is entered into as of this ____ day of _____, 20__ (the “Effective Date”) by and between the FONTANA HOUSING AUTHORITY, a public body corporate and politic (the “Authority”), and THE RELATED COMPANIES OF CALIFORNIA, LLC, a California limited liability company (“TRCC”) and LaBarge Industries LLC, a Delaware limited liability company (“LABARGE,” and together with TRCC, the “Developer”), on the basis of the following facts:

RECITALS

A. The City of Fontana (the “City”) is the owner of approximately 4.78 acres of vacant land located on Sierra Avenue, between Santa Ana Avenue to the north and Jurupa Avenue to the south (the “Site”) as more particularly described on Exhibit A and depicted in Exhibit B attached hereto.

B. The Authority will acquire fee title to the Site from the City. The Authority will lease the Site to a limited partnership in which TRCC and LaBarge, or affiliates thereof, and additional parties including, without limitation, a non-profit corporation, will be the partners (the “Partnership”). The Partnership plans to construct and operate an affordable housing development on the Site (the “Development”).

C. The purpose of this Agreement is to establish procedures and standards for the negotiation by the Authority and the Developer of a disposition and development agreement (a “DDA”) pursuant to which, it is presently contemplated: (1) if specified preconditions are satisfied, the Authority will convey leasehold title to the Site to the Developer; and (2) the Developer would develop and operate the Development on the conveyed Site. As more fully set forth in Section 3.1, the Developer acknowledges and agrees that this Agreement in itself does not obligate any party to acquire or convey any property, does not grant the Developer the right to develop the Development, and does not obligate the Developer to any activities or costs to develop the Development, except for the preliminary analysis and negotiations contemplated by this Agreement.

AGREEMENT

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

ARTICLE 1
EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations

During the Negotiating Period described in Section 1.2 below, the Authority and the Developer shall negotiate diligently and in good faith the terms of a DDA for the development of the Development on the Site. During the Negotiating Period, the parties will use good faith efforts

to facilitate the negotiation of a mutually satisfactory DDA. It is presently contemplated the DDA will attach a form of ground lease and residual receipts loan documents.

Among the issues to be addressed during the Negotiating Period are: (i) the terms of the lease for the Site by the Authority to the Partnership, including, without limitation the term of the lease, (ii) the number of units that will be constructed on the Site as part of the Development; (iii) financing of the Development (including the need for any Authority financial assistance), and (iii) conceptual planning activities including preparation of a schematic design of the Development and preliminary analysis of land use entitlements needed to develop the Development on the Site.

Subject to further negotiation, the DDA is anticipated to contain the following terms:

(a) The rent for the Site will be \$1.00 per year for the first fifty seven (57) years of the lease term.

(1) The Parties acknowledge that this and other terms contemplated herein may trigger prevailing wage requirements for the Development.

(b) A lot line adjustment, or other appropriate mapping mechanism, will be effectuated to combine both legal parcels constituting the Site.

(c) The Authority will provide \$200,000 from the Authority Loan (defined below) as a predevelopment loan which may be used by the Partnership for environmental review, remediating any environmental conditions and rough grading the Site.

(d) It is contemplated the Authority will make a residual receipts loan, the amount of which will be based on demonstrated need in light of the other potential financing sources, of up to a maximum of \$10,000,000 to the Partnership for the development of the Development (the "Authority Loan"). Authority Loan may also be used for, among other things, remediation of environmental conditions and rough grading of the Site. The loan will accrue simple interest at an annual rate equal to 0.25%, and shall have a term of 55 years from the date of recordation of Notice of Completion for the Development. Payments on the loan will be made from 50% of residual cash flow generated by the Development. The remaining 50% of residual cash will be distributed to the Partnership. Notwithstanding the foregoing, the actual loan amount will be based on demonstrated need in light of the other financing and the Partnership receiving an allocation of 9% federal low income housing tax credits ("9% Tax Credits"). The Authority will agree to allow the Partnership four (4) consecutive rounds for application for 9% Tax Credits. In the event the four (4) consecutive applications for 9% Tax Credits are unsuccessful, the Authority may consider, in its sole discretion, allowing the Partnership to apply for an allocation of tax-exempt bonds ("Tax-Exempt Bonds") from the California Debt Limit Allocation Committee with a commensurate increase in the amount of the Loan.

(e) The annual property management fee will be approximately 6% of effective gross income, or the industry standard, whichever is less.

(f) The senior permanent loan financing the Development will be sized using a minimum 1.20 debt service coverage ratio.

(g) The Partnership will apply for a welfare tax exemption for the Development.

(h) Rent and income affordability restrictions for the Development will be based on California Tax Credit Allocation Committee requirements for a 9% Tax Credit application, or on the applicable regulations and requirements of the funding sources for the Development.

(i) The proforma for the Development will include a social services budget line item.

(j) The Authority will cooperate with the Partnership in obtaining all required entitlements and preparing all attachments needed for the 9% Tax Credit application or the 4% Tax Credit and Tax-Exempt Bond application.

Section 1.2 Negotiating Period.

The negotiating period (the “Negotiating Period”) under this Agreement shall be one hundred eighty (180) days, commencing on the date of this Agreement. The Negotiating Period may be extended on the Authority’s behalf for up to an additional three (3) periods of sixty (60) days each by the Executive Director of the Authority if, in the Executive Director’s reasonable judgment, sufficient progress toward a mutually acceptable DDA has been made during the initial one hundred eighty (180) day negotiating period to merit such extension.

If by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), the Authority and the Developer have not agreed upon a form of DDA to be presented to the Authority Board for approval, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a DDA is executed by the Authority and the Developer, this Agreement shall thereupon terminate, and all rights and obligations of the parties shall be as set forth in the executed DDA.

Section 1.3 Exclusive Negotiations.

During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the Authority shall not negotiate with any entity, other than the Developer, regarding development of the Site, or solicit or entertain bids or proposals to do so. Notwithstanding the foregoing, to the extent required by law, the Authority shall comply with the Surplus Lands Act, Government Code Section 54222 *et seq.*, during the Negotiation Period.

Section 1.4 Identification of Developer’ Representatives.

Developer’s representatives to negotiate the DDA with the Authority are Frank Cardone and Josh LaBarge.

ARTICLE 2
NEGOTIATION TASKS

Section 2.1 Overview.

To facilitate negotiation of the DDA, the parties will use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development.

Within thirty (30) days of the Authority's approval of the Conceptual Site Plans, the Developer shall provide the Authority with a financial analysis for the Development (the "Financing Proposal"). The Financial Proposal shall be refined by the parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Development and to assist in the negotiation of the amount of financial assistance which may be provided by the Authority.

Section 2.3 Conceptual Site Plans.

Within sixty (60) days of the date of this Agreement, the Developer shall prepare Conceptual Site Plans, including a preliminary analysis of entitlements required for the Development, for the Authority's review and approval.

Section 2.4 Physical Due Diligence.

During the Negotiating Period the Developer shall conduct physical due diligence of the Site to determine its suitability for the Development. Physical due diligence shall include a review of the existing infrastructure ("Due Diligence Investigations").

(a) The Authority licenses Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4 shall terminate with the termination of this Agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Property. Developer shall provide the Authority forty-eight (48) hours advance written notice of Developer's intent to enter the Property.

(b) Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, or other testing required to prepare necessary environmental documents for the development of the Project, without Authority's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

(c) Prior to any entry on the Property by Developer, Developer shall secure and maintain Liability Insurance that will cover the activities of Developer and its agents and consultants on the Property and shall name Authority as an additional insured thereunder, and (b) workers' compensation insurance. Not less than 24 hours prior to entering the Property, Developer shall provide a certificate of insurance to the Authority evidencing the insurance required herein.

(1) "Liability Insurance" means commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary insurance in the amount of One Million Dollars (\$1,000,000), and excess or self-insurance for the balance.

(d) Developer shall indemnify, defend, and hold harmless the Authority against any claim to the extent such claim arises from: (a) any wrongful intentional act or negligence of Developer Parties relating to the Project; (b) any Claims relating to Due Diligence Investigations except for the mere discovery of existing hazardous materials; (c) any agreements that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property, the Due Diligence Investigations or the Project; (d) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors; or (e) any Prevailing Wage action pertaining to this Agreement, Due Diligence Investigations or the Project. The foregoing indemnity obligations do not apply to (a) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of HA, (b) any diminution in value in the Property arising from or relating to matters discovered by Developer during its investigation of the Property, and (c) any latent defects in the Property discovered by Developer. Such obligation to Indemnify shall include all reasonable legal fees and costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action

(e) Independent of Insurance Obligations. Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify Authority Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

(f) Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

Section 2.5 Environmental Review.

During the Negotiating Period, subject to funding by the Authority of up to \$200,000 referenced in Section 1.1c. from the Authority Loan (which shall be secured by work product until such time as Developer acquires a leasehold interest in the Site), the Developer shall prepare and submit to the Authority such plans, specifications, drawings, and other information, as specified by the Authority, that are reasonably required for the performance of the environmental review process required by CEQA for the Development (the "Project Materials"). Developer acknowledges that the environmental review process under CEQA for the proposed Development may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Development following completion of the environmental review process is within the sole and absolute discretion of the Authority; and that the Authority makes no representation regarding the ability of the Authority to approve the Development at the conclusion of the environmental review process required by CEQA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted.

ARTICLE 3
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the Authority or the Developer to enter into a DDA for the Development. Execution of this Agreement by the Authority is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent Authority Board action the final determination, in the Authority Board's sole and absolute discretion, regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the Authority Board, in the Authority Board's sole and absolute discretion, following conduct of all legally required procedures, and executed by duly authorized representatives of the Authority and the Developer. Until and unless a DDA is signed by the Developer, approved by the Authority Board, and executed by the Authority, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either party to enter into any other legally binding document.

Section 3.2 Notices.

Formal notices, demands and communications between the Authority and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Authority: Fontana Housing Authority
 Attention: Executive Director

8353 Sierra Avenue
Fontana, CA 92335

Developer: The Related Companies of California, LLC
18201 Von Karman Avenue, Suite 900
Irvine, CA 92612
Attention: Frank Cardone

LaBarge Industries LLC
3105 East Guasti Road, Suite 100
Ontario, CA 91761
Attention: Joshua LaBarge

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Right of Entry.

During the Negotiating Period, the Authority grants to the Developer, its agents and contractors, the right to enter upon the Site and to conduct any tests, studies or inspections which Developer deems appropriate.

Section 3.4 Costs and Expenses.

Except with respect to the \$200,000 referenced in Section 1.1.c of this Agreement, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the Authority, the Developer's sole remedy shall be to terminate this Agreement. Following such termination neither Party shall have any further right, remedy or obligation under this Agreement.

In the event of an uncured default by the Developer, the Authority's sole remedy shall be to terminate this Agreement and obtain the Project Materials from the Developer. Following such termination and the Developer delivering the Project Materials (without representation or warranty) to the Authority, neither Party shall have any right, remedy or obligation under this Agreement.

Except as expressly provided above, neither Party shall have any liability to the other Party for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.6 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 3.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.10 Assignment.

The Developer may not transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the Authority, which consent shall be granted or withheld in the Authority's sole discretion, and any such attempted transfer or assignment without the prior written consent of Authority shall be void. Notwithstanding the foregoing, the Developer may transfer its interest to a limited partnership in which each of TRCC and LaBarge, or affiliates thereof, is a general partner.

(signatures on following page)

Signature page to
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Fontana - Southridge)

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

DEVELOPER:

THE RELATED COMPANIES OF CALIFORNIA,
LLC, a California limited liability company

By: _____
Frank Cardone, President

LABARGE INDUSTRIES LLC,
a Delaware limited liability company

By: _____
Joshua LaBarge, President

AUTHORITY:

FONTANA HOUSING AUTHORITY, a public
body corporate and politic

By: _____
Name: _____
Its: Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

General Counsel

Exhibit A

Site Plan

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

PARCEL A:

THAT PORTION OF LOT 769, ACCORDING TO MAP OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 769 WITH THE WEST LINE OF SIERRA AVENUE, 60.00 FEET WIDE; THENCE NORTH $89^{\circ}37'06''$ WEST ALONG THE SOUTH LINE OF SAID LOT 769 A DISTANCE OF 397.12 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 70.00 FEET WEST OF, MEASURED AT RIGHT ANGLES, THE EAST LINE OF THE WEST 5.18 ACRES OF THE EAST 11.18 ACRES OF LOT 776, SAID SEMI-TROPIC LAND AND WATER COMPANY SAID WEST 5.18 ACRES OF THE EAST 11.18 ACRES COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP; THENCE NORTH $00^{\circ}25'32''$ EAST PARALLEL WITH SAID SIERRA AVENUE 45.00 FEET; THENCE SOUTH $89^{\circ}37'06''$ EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 769 A DISTANCE OF 397.12 FEET TO A POINT ON THE WEST LINE OF SAID SIERRA AVENUE; THENCE SOUTH $00^{\circ}25'32''$ WEST ALONG SAID SIERRA AVENUE 45.00 FEET TO THE POINT OF BEGINNING.

APN: 0255-101-22-0-000

PARCEL B:

THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF FARM LOT 769, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMITROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION AS DESCRIBED IN DEED RECORDED NOVEMBER 03, 1977 AS INSTRUMENT NO. 540 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 769 WITH THE WEST LINE OF SIERRA AVENUE, 60.00 FEET WIDE; THENCE NORTH $89^{\circ}37'06''$

WEST ALONG THE SOUTH LINE OF SAID LOT 769 A DISTANCE OF 397.12 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 70.00 FEET WEST OF, MEASURED AT RIGHT ANGLES, THE EAST LINE OF THE WEST 5.18 ACRES OF THE EAST 11.18 ACRES OF LOT 776, SAID SEMI-TROPIC LAND AND WATER COMPANY SAID WEST 5.18 ACRES OF THE EAST 11.18 ACRES COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP; THENCE NORTH 00°25'32" EAST PARALLEL WITH SAID SIERRA AVENUE 45.00 FEET; THENCE SOUTH 89°37'06" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 769 A DISTANCE OF 397.12 FEET TO A POINT ON THE WEST LINE OF SAID SIERRA AVENUE; THENCE SOUTH 00°25'32" WEST ALONG SAID SIERRA AVENUE 45.00 FEET TO THE POINT OF BEGINNING.

APN: 0255-101-23-0-000

Exhibit B
Depiction of Site Plan

PROPOSED SITE



RELATED