

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-1368

SAP Number

Community Development and Housing Department

Department Contract Representative	<u>Carrie Harmon</u>
Telephone Number	<u>(909) 382-3983</u>
Contractor	<u>AMCAL Las Terrazas Fund, L.P. and Department of Housing and Community Development</u>
Contractor Representative	<u>Arjun Nagarkatti, President for AMCAL</u>
Telephone Number	<u>(818) 706-0694x107</u>
Contract Term	<u>Upon execution – earlier of AMCAL’s loan repayment or April 30, 2043</u>
Original Contract Amount	<u>\$0</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$0</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: Subordination, Nondisturbance and Attornment Agreement among AMCAL Las Terrazas Fund, L.P. (AMCAL), as borrower/sublandlord, Department of Housing and Community Development (HCD), as lender, and San Bernardino County (County), as subtenant, for the County subordinate its sublease interest pursuant to the existing *Sublease Agreement, Contract No. 23-288, with AMCAL. for classroom and office space at 1176 West Valley Boulevard in Colton for a 20-year term from May 1, 2023 through April 30, 2043 (Sublease) to HCD’s lender interest in exchange for HCD’s nondisturbance of the Sublease in the event HCD forecloses on AMCAL’s leasehold interest so long as the County is not in default under the Sublease.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Agnes Cheng, Deputy County Counsel

Date 12/14/2023

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Carrie Harmon, Director

Date 12/15/23

[County Recorder Cover Page]

NPLH R2 Subord. Agrmt.
(NOFA- 9/27/2019)
Rev: 01/14/2021
Prep: 9/28/2023 (Pre-School Sublease)
Dev: Las Terrazas Apartments
Loan No.: 20-NPLH-14616

Page 1 of 14

**FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTION 27383 and 27388.1.**

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
20-NPLH-14616

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

(Pre-School Sublease)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is dated as of December 20, 2023, for reference purposes only, and is entered into by and among AMCAL Las Terrazas Fund, L.P., a California limited partnership (in its capacities as the "**Borrower**" and the "**Sub-Landlord**" or "**Tenant**"), San Bernardino County, a political subdivision of the State of California, (hereinafter referred to as "**County**" and/or the "**Subtenant**"), and the Department of Housing and Community Development, a public agency of the State of California (the "**Senior Lender**").

RECITALS

A. Borrower is the holder of a leasehold estate interest ("**Leasehold Interest**") certain real property as tenant, pursuant to an unrecorded Ground Lease with San Bernardino County, the fee owner of said property, as described in Exhibit A attached hereto ("**County Fee Interest**") and made a part hereof (the "**Property**"), which is memorialized by a Memorandum of Ground Lease, recorded against the Property on November 30, 2020, as Instrument No. 2020-0481678 and on December 1, 2020, as Instrument No. 2020-0483792 in the official records of the County of San Bernardino Recorder's Office ("**Lease**"). Borrower developed a 112 unit multifamily residential rental development and a childcare facility on the Property (the "**Improvements**"). The Property and the Improvements are sometimes referred to collectively as the "**Development**."

B. The Borrower and Subtenant have entered into an unrecorded commercial sublease agreement (which is titled as the "Preschool Facility Sublease") made and entered into as of April 25, 2023, concerning a portion of the Development (the "**Sublease**"), related to certain Development known as the preschool and/or childcare facility, as more specifically described in the Sublease ("**Sublease Premises**"). The Sublease, and all other documents evidencing or securing the Sublease, are collectively referred to herein as the "Sublease Documents.")

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Two Million Five Hundred Ninety One Thousand and no/100 Dollars (\$2,591,000.00) (the "**NPLH Loan**"), subject to the terms and conditions of: (i) a Senior NPLH regulatory agreement restricting the use and occupancy of the Development (excluding the Sublease Premises) and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Borrower's Leasehold Interest in the Property in the Official Records (the "**Senior NPLH Regulatory Agreement**"); (ii) a Junior NPLH regulatory agreement restricting the use and occupancy of the Development (excluding the Sublease Premises) and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Borrower's Leasehold Interest in the Property in the Official Records (the "**Junior NPLH Regulatory Agreement**"); (iii) a Lease Rider, recorded on the County Fee Interest in the Property, to modify the Lease, which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the County Fee Interest in the Property in the Official Records, ("**Lease Rider**"); (iv) an NPLH Deed of Trust for the NPLH Loan, which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Borrower's Leasehold Interest in the Property in the Official Records ("**Senior Lender Deed of Trust**"); (v) an unrecorded Promissory Note for the NPLH Loan ("**Senior Lender Promissory Note**"); and (vi) other loan documents. associated with the NPLH Loan. The NPLH Loan will be evidenced by the Senior Lender Promissory Note, the repayment of which will be secured by, among other things, the Senior Lender Deed of Trust by Borrower, as trustor, to Senior Lender, as beneficiary, recorded concurrently herewith as an encumbrance on the Borrower's Leasehold Interest in the Property in the Official Records and by such other security as is identified in other loan documents. associated with the NPLH Loan. The Senior NPLH Regulatory Agreement, the Junior NPLH Regulatory Agreement, the Lease Rider, the Senior Lender Promissory Note, the Senior Lender Deed of Trust, and all other loan documents evidencing or securing the NPLH Loan are collectively referred to herein as the "**Senior Lender Documents.**"

E. The Senior Lender is willing to make the NPLH Loan provided the Senior Lender Documents are liens, claims or charges upon the Lease, Sublease, Development, Borrower's Leasehold Interest in the Property prior and superior to the Sublease Documents, and provided that the Subtenant specifically and unconditionally subordinates and subjects the Sublease Documents to the liens, claims or charges of the Senior Lender Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its NPLH Loan, it is hereby declared, understood and agreed as follows:

1. Subordination. The Sublease Documents are hereby irrevocably and unconditionally subordinated, and made subject to the Senior Lender Documents including all extensions, modifications or additional advances made thereunder. Hereafter, the Senior Lender Documents shall unconditionally be, and remain at all times, liens and encumbrances on the Borrower's Leasehold Interest in the Property, (or in the case of the Lease Rider, on the County Fee Interest, prior and superior to the Sublease Documents and the Subleasehold estate created by it/them, and to all rights and privileges of the parties thereunder, and all rights and privileges of the parties thereunder shall hereby be subjected and made subordinate to the liens and encumbrances of the Senior Lender Documents. In any event of conflict between the Sublease Documents obligations and the HCD obligations, the HCD obligations shall prevail.

2. Senior Lender's Exercise of Remedies. In the event of (a) any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Borrower's Leasehold Interest of the Property, Development and/or Sublease Premises, (c) the exercise of rights to collect rents under the Senior Lender Documents or an assignment of rents, (d) the recording by Senior Lender or its successor or assignee of a deed in lieu of foreclosure for the Leasehold Interest in the Sublease Premises, or (e) any transfer or abandonment of possession of the Sublease Premises to the Senior Lender or its successor or assigns in connection with any proceedings affecting the Senior Lender under the Bankruptcy Code, Title 11 United States Code section 101 et seq. (any of these actions is called a "Transfer", and the Senior Lender or any successor or assignee of the Senior Lender taking title to the Property or the Sublease Premises in connection with a Transfer is called the "Transferee"), the Transferee shall not:

(a) be liable for any damages (including, without limitation, consequential damages) or other relief or be subject to any offsets, defenses or counterclaims of any kind attributable to any act, omission or waiver (express or implied) of Borrower or County, including as Subtenant under the Sublease Documents, or otherwise,

(b) be obligated to complete any construction or improvements at the Property, the Sublease Premises or elsewhere agreed to be done by Borrower, or Subtenant under the Sublease Documents, or otherwise, or to reimburse Subtenant for any construction work done by Subtenant, or be subject to any offsets, defenses or counterclaims therefore, unless such obligation to complete such construction, improvement, or reimbursement obligations of Tenant have otherwise been approved in writing by the Senior Lender,

(c) be bound by any prepayment by Subtenant of more than one month's installment of rent unless such prepayment has otherwise been approved in writing by the Senior Lender, or be liable or responsible for any security deposit or other sums which Subtenant may have paid under the Sublease Documents as required under the Sublease Documents unless the deposit or sums have been actually delivered to Transferee,

(d) be bound by any modification of or amendment to the Sublease Documents, unless the amendment or modification shall have been approved in writing by the Senior Lender,

(e) be bound by any notices given by Subtenant to SubLandlord unless the Senior Lender received a copy at the same time,

(f) be required after a casualty or condemnation of the Property, Development, or Sublease Premises to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Sublease Premises and arising out of such fire, casualty or condemnation which have actually been received by Transferee, and then only to the extent required by the terms of the Sublease Documents, or

(g) be liable for or incur any obligation with respect to any representations or warranties of any nature of the SubLandlord or Subtenant set forth in the Sublease Documents.

3. Attornment. Subtenant shall attorn to Transferee as landlord under the Sublease Documents. This attornment is subject to the limitation of Transferee's obligations set forth in Paragraph 2 above and shall be effective without the execution of any further instruments upon Transferee's succeeding to the interest of the Tenant under the Sublease Documents. Subtenant agrees to provide Transferee written confirmation of its attornment to Transferee upon request.

4. Non-Disturbance. Provided (a) Subtenant complies with this Agreement, (b) Subtenant is not in default under the terms of the Sublease Documents and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Sublease Documents, and (c) Subtenant is in possession of the Sublease Premises, no default by Borrower under the Senior Lender Documents and no proceeding to foreclose it will disturb Subtenant's possession under the Sublease Documents, and the Sublease Documents will not be affected or cut off thereby, and notwithstanding any such foreclosure or other Transfer of the Sublease Premises to Transferee, the Transferee and the Subtenant will recognize the Sublease Documents as a direct lease from Transferee to Subtenant upon the Transfer for the balance of its term (including any then existing option terms) on the same terms and conditions as set forth in the Sublease Documents, subject to subparagraph 5(i) below. The Senior Lender need not make Subtenant a party and Subtenant shall not seek to be made a party to any foreclosure.

5. Miscellaneous.

(a) Whether or not the Subtenant is in default beyond any applicable notice and cure periods under the Sublease Documents, under no circumstances and at no time shall the Senior Lender Documents be construed as nor shall it in fact cover or in any way encumber, lien or cloud any fixtures or equipment or other personal property used by Subtenant in its business on the Sublease Premises.

(b) This Agreement is for the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred; and provided further that the interest of Subtenant under this Agreement may not be assigned or transferred except to the extent the assignment of Subtenant's interest in the Sublease Documents is permitted under the Sublease Documents.

(c) Anything herein or in the Sublease Documents to the contrary notwithstanding, in the event that Transferee shall acquire title to the Leasehold Interest in Property, Transferee shall have no obligation beyond Transferee's then Leasehold interest in the Property, and Subtenant shall look exclusively to the interest of Transferee in the Leasehold Interest in the Property for the payment and discharge of any obligations imposed upon Transferee hereunder or under the Sublease Documents, or otherwise, subject to the limitation of Transferee's obligations provided for in Paragraph 2 above.

(d) If any party shall take any legal action to interpret or enforce the terms and conditions, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, costs and expenses from the non-prevailing party or parties.

(e) This Agreement is the entire agreement between the parties with regard to the subordination of the Sublease Documents to the lien or charge of the Senior Lender Documents, and shall supersede all other subordination agreements. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The parties agree that the venue for any action or claim which is related only to this Property Sublease brought by any party to this Agreement will be in the Superior Court of California, County of San Bernadino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue.

(g) This Agreement may be executed in several counterparts, each of which shall be an

original and all of which shall constitute one and the same instrument.

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, it will not invalidate or render unenforceable any other part of this Agreement.

(i) Subtenant hereby represents and warrants to the Senior Lender that, at the time of execution of this Agreement, the Borrower is in substantial compliance with its obligations to Subtenant under the terms of the Sublease Documents, and that Subtenant has read and understands the Senior Lender Documents and agrees that in the event of conflict of terms between the Senior Lender Documents and the Sublease Documents, the Senior Lender Documents shall prevail. However, to the extent possible, department shall negotiate in good faith with County with a goal to try to protect the Daycare Sublease, so as to mutually protect the daycare services provided to the low-income tenants of the project Development.

(j) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses or such other addresses as they may from time to time designate in writing:

Senior Lender:

Department of Housing and Community Development
Asset Management and Compliance
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Closings Manager
NPLH Loan No.: 20-NPLH-14616

Subtenant/County:

San Bernardino County
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415
ATTN: Real Estate Services Department

Borrower/Landlord:

AMCAL Las Terrazas Fund, L.P.
c/o AMCAL FNMA LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301
ATTN: Arjun Nagarkatti

(l) Subtenant/County, Borrower, and the Senior Lender hereby agree to be bound by all the terms, conditions and covenants of this Agreement.

The parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by the Subtenant/County, Borrower, and the Senior Lender, as applicable.

[The remainder of this page is intentionally left blank.]

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

SUBTENANT/COUNTY:

San Bernardino County,
a political subdivision of the State of California

By: _____
Luther Snoke
Its: Chief Executive Officer

APPROVED AS TO LEGAL FORM:

TOM BUNTON
County Counsel

BY: _____ *12/14/2022*
Agnes Cheng
ITS: Deputy County Counsel

[Signatures must be acknowledged.]


[Signature continues on Page 10 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

TENANT AND BORROWER:

AMCAL Las Terrazas Fund, L.P.,
a California limited partnership

By: AMCAL FNMA LLC,
a California limited liability company
Its: Administrative General Partner

By: AMCAL Multi-Housing Inc.,
a California corporation
Its: Manager

By: 
Arjun Nagarkatti, President

By: Brandon Affordable Housing, LLC,
a California limited liability company
Its: Managing General Partner

By: Las Palmas Foundation,
a California nonprofit public benefit corporation
Its: Manager

By: _____
Joseph M. Michaels, President

[Signatures must be acknowledged.]

[Signature continues on Page 11 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

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 Los Angeles)

On December 11, 2023 before me, C. Kyriakou, Notary Public
(insert name and title of the officer)

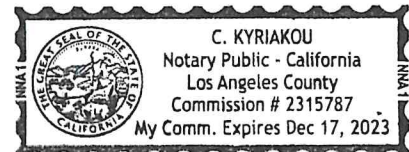
personally appeared Arjun Nagarkatti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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)



TENANT AND BORROWER:

AMCAL Las Terrazas Fund, L.P.,
a California limited partnership

By: AMCAL FNMA LLC,
a California limited liability company
Its: Administrative General Partner

By: AMCAL Multi-Housing Inc.,
a California corporation
Its: Manager

By: _____
Arjun Nagarkatti, President

By: Brandon Affordable Housing, LLC,
a California limited liability company
Its: Managing General Partner

By: Las Palmas Foundation,
a California nonprofit public benefit corporation
Its: Manager

By: 

Joseph M. Michaels, President

[Signatures must be acknowledged.]

[Signature continues on Page 11 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

ACKNOWLEDGMENT

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

State of California
County of San Diego)

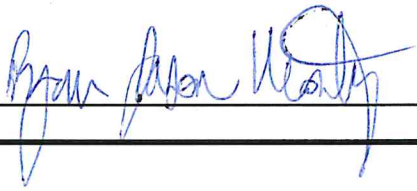
On 12-13-2023 before me, Ryan Jason Monty, Notary Public
(insert name and title of the officer)

personally appeared JOSEPH M. MICHAELS,
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)

SENIOR LENDER:

**The Department of Housing and
Community Development**, a public
agency of the State of California

By: _____
Christina Lister, Closings Manager

[Signatures must be acknowledged.]

[The remainder of this page is intentionally left blank.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

PARCEL A:

THAT PORTION OF BLOCK 43, ORANGE LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 11, PAGE 9](#), OF MAPS, AND THAT PORTION OF THE WEST 10 FEET OF CYPRESS AVENUE, VACATED BY ORDINANCE OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, ADJOINING SAID BLOCK 43 ON THE EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF CYPRESS STREET AND "I" STREET AS SHOWN ON SAID MAP;
THENCE NORTH 279 FEET ALONG THE CENTER LINE OF CYPRESS AVENUE;
THENCE WEST 30 FEET PARALLEL WITH THE CENTER LINE OF "I" STREET TO THE TRUE POINT OF BEGINNING;
THENCE WEST 200 FEET PARALLEL WITH THE CENTER-LINE OF "I" STREET;
THENCE NORTH 94 FEET PARALLEL WITH THE CENTER LINE OF CYPRESS AVENUE;
THENCE EAST 200 FEET PARALLEL WITH THE CENTER LINE OF "I" STREET TO A POINT IN THE WEST LINE OF CYPRESS AVENUE AS THE SAME NOW EXISTS;
THENCE SOUTH 94 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 45 FEET.

PARCEL B:

PARCEL 2 OF PARCEL MAP 8726, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 89, PAGE\(S\) 23](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

PARCEL C-1:

THAT PORTION OF LOT 43, ORANGE LAND AND WATER COMPANY'S ADDITION TO THE CITY OF COLTON, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA RECORDED IN [BOOK 11, PAGE 9](#) OF MAPS, DESCRIBED AS FOLLOWS:

COMMENCING 50' NORTH AND 30' WEST OF THE INTERSECTION OF CYPRESS AND "I" STREETS; THENCE WEST 200', NORTH 155', EAST 200', AND SOUTH 155' TO THE POINT OF BEGINNING.

PARCEL C-2:

THAT PORTION OF BLOCK 43, ORANGE LAND AND WATER COMPANY'S ADDITION TO THE CITY OF COLTON, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 11 OF MAPS, PAGE 9](#) AND THAT PORTION OF THE WEST 10 FEET OF CYPRESS AVENUE, VACATED BY ORDINANCE OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY ADJOINING SAID BLOCK 43 OF THE EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTHERLY 205 FEET MEASURED ALONG THE CENTERLINE OF CYPRESS AVENUE AS SHOWN ON SAID MAP; AND WESTERLY, 30 FEET ON A LINE PARALLEL WITH THE CENTERLINE OF "I" STREET, MEASURED FROM THE INTERSECTIONS OF SAID CENTERLINES;

THENCE WESTERLY PARALLEL WITH SAID CENTERLINE OF "I" STREET ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED AS THE 1ST PARCEL UNDER ITEM NO. 7, IN THE DECREE OF DISTRIBUTION RECORDED JULY 28, 1958, IN [BOOK 4564, PAGE 67 OF OFFICIAL RECORDS](#) A DISTANCE OF 155 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY CONVEYED TO HERBERT E. ROWLEY, ET AL, DESCRIBED AS PARCEL NO. 1 IN THE DEED RECORDED MARCH 20, 1978 IN [BOOK 9392, PAGE 1284 OF OFFICIAL RECORD](#);

THENCE NORTH ALONG THE EAST LINE OF SAID HERBERT E. ROWLEY PROPERTY, 74 FEET PARALLEL WITH THE CENTER LINE OF CYPRESS STREET, TO THE NORTHEAST CORNER THEREOF;

THENCE EASTERLY PARALLEL WITH THE CENTERLINE OF "I" STREET, 155 FEET TO A POINT ON THE WEST LINE OF CYPRESS AVENUE, AS SAME NOW EXISTS;

THENCE SOUTH ALONG THE WEST LINE OF CYPRESS AVENUE, 74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. E0041-84 M.S. NO. LLA/E84F-0041 AS APPROVED BY THE ENVIRONMENTAL PUBLIC WORKS AGENCY, LAND MANAGEMENT DEPARTMENT OF THE COUNTY OF SAN BERNARDINO AS EVIDENCED BY DOCUMENT RECORDED MARCH 9, 1984 AS [INSTRUMENT NO. 84-055456 OF OFFICIAL RECORDS](#).

PARCEL C-3:

THAT PORTION OF BLOCK 43, ORANGE LAND AND WATER COMPANY'S ADDITION TO THE CITY OF COLTON, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT THEREOF, RECORDED IN [BOOK 11, PAGE 9 OF MAPS](#), IN THE OFFICE OF

THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE WEST 10 FEET OF CYPRESS AVENUE, VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, ADJOINING SAID BLOCK 43 ON THE EAST DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTHERLY 205 FEET, MEASURED ALONG THE CENTERLINE OF CYPRESS AVENUE AS SHOWN ON SAID MAP, AND WESTERLY 30 FEET ON A LINE PARALLEL WITH THE CENTERLINE OF "I" STREET, MEASURED FROM THE INTERSECTION OF SAID CENTERLINES;

THENCE WESTERLY PARALLEL WITH SAID CENTERLINE OF "L" STREET, ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED AS THE 1ST PARCEL UNDER ITEM NO. 7 IN THAT DECREE OF DISTRIBUTION RECORDED JULY 28, 1958 IN [BOOK 4564, PAGE 67 OF OFFICIAL RECORDS](#), A DISTANCE OF 155 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY CONVEYED TO HERBERT E. ROWLEY, ET AL., DESCRIBED AS PARCEL NO. 1 IN DEED RECORDED MARCH 20, 1978 IN [BOOK 9392, PAGE 1284 OF OFFICIAL RECORDS](#) OF SAID COUNTY SAID POINT BEING THE TRUE POINT OF BEGINNING OF THAT LEGAL TO BE DESCRIBED;

THENCE CONTINUING WEST (N 86° 03' 45" WEST) ALONG SAID PROLONGATION 45.00 FEET;

THENCE NORTH (N 04 08' 00" EAST) 74.00 FEET MORE OR LESS;

THENCE EAST (N 86° 06' 40" WEST) 45.00 FEET;

THENCE SOUTH (N 04° 08' 00" EAST) 74.04 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

NOTE: PURSUANT TO THE NOTICE OF MERGER RECORDED JUNE 27, 2016, AS [INSTRUMENT NO. 2016-0252353 OF OFFICIAL RECORDS](#). THE ABOVE LEGAL DESCRIPTIONS ARE MERGED INTO ONE.

[APN: 0274-182-47-0-000](#)