

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of June 23, 2020 (the "Execution Date"), and is entered into by and between San Bernardino County Flood Control District, a body corporate and politic ("DISTRICT") and the City of Yucaipa, a municipal corporation ("BUYER").

### RECITALS

A. DISTRICT is the owner of the fee simple interest in the following real property:

San Bernardino County Assessor's Parcel Number ("APN") 0318-061-20-0000, containing approximately 2,997 square feet.

The above-referenced property is referred to as the "Subject Property".

B. The parties desire for the BUYER to purchase from DISTRICT, in fee simple, the Subject Property which is adjacent to a BUYER-owned parcel comprised of approximately 5.1 acres (commonly known as APN 0318-061-27), and located at the southeast corner of the Wilson Creek Channel and Avenue "E" in the City of Yucaipa as a site for the future development of Dunlap Park ("Project").

C. DISTRICT and BUYER agree that the fair market value of the Subject Property is Eight Thousand Four Hundred Dollars (\$8,400.00) ("Fair Market Value"), based on an approved appraisal and market study, and BUYER agrees that the purchase of the Subject Property is AS-IS, except as specifically provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, DISTRICT and BUYER hereby agree as follows:

#### Section 1. Purchase and Sale of Subject Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, DISTRICT hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of DISTRICT in and to the Subject Property as more fully described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by this reference.

#### Section 2. Consideration.

BUYER shall pay to DISTRICT total consideration in the amount of Eight Thousand Four Hundred Dollars (\$8,400.00) ("Purchase Price") for the Subject Property.

#### Section 3. RESERVED

#### Section 4. Due Diligence Period.

(a) For a period of ten (10) business days commencing from the Date of Execution of this Agreement (the "Due Diligence Period"), BUYER shall have the right to inspect and approve all physical, environmental, legal and any other matters relating to the Subject Property (including zoning, land use and similar public agency or governmental conditions or approvals with respect

to ownership, operation and use of the Subject Property) as BUYER may, in BUYER's judgment, elect to investigate at BUYER's cost; and, during the Due Diligence Period, BUYER shall be permitted to make complete physical, environmental, legal and other inspections of the Subject Property (at BUYER's cost) and to make and remove copies of any and all records of DISTRICT and files regarding the Subject Property; provided, however, neither BUYER nor any agent or consultant acting on behalf of BUYER shall conduct a Phase II environmental testing, boring, or other entry or disturbance of any sort on the Subject Property without prior notice to and written consent of DISTRICT. If BUYER, in BUYER's sole and absolute discretion, is satisfied with all of the inspections and investigations BUYER elects to undertake as described above, BUYER shall give written notice of such satisfaction to DISTRICT prior to the end of the Due Diligence Period ("Notice of Due Diligence Approval"). If BUYER does not provide a Notice of Due Diligence Approval, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property.

(b) BUYER shall accept the delivery of possession of the Subject Property (including but not limited to; subterranean structures and soil conditions), in the proposed condition, but otherwise "As Is," "Where is," and "Subject to all Faults" condition. BUYER hereby acknowledges that it has relied solely upon its own investigation of the Subject Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by DISTRICT, any employee, official or consultant of DISTRICT relating to the condition of the Subject Property. DISTRICT makes no representations or warranties as to whether the Subject Property presently complies with environmental laws nor whether it shall comply after completion of the activities by BUYER. Furthermore, to the extent that DISTRICT has provided BUYER with information relating to the condition of the Subject Property, DISTRICT makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(c) Effective as of the Closing Date, BUYER, on behalf of itself, and its successors, shall, and by the execution of this Agreement, hereby does, forever release DISTRICT, its officers, directors, agents and employees, and its and their respective successors, of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses, whether known or unknown, arising out of or in any way connected with the Subject Property, including the condition of title to the Subject Property (and DISTRICT's interest in and ownership thereof) and the environmental, seismic and structural condition of the Subject Property (herein, "Losses").

(d) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. BUYER, by the execution of this Agreement, acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for Losses known or unknown, described in this Section 4 and which are released pursuant to subsection (c) above. Without limiting the generality of the foregoing, THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE UNDERSIGNED, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

BUYER's Initials: \_\_\_\_\_

(e) This Agreement gives permission to BUYER and its agents and contractors to enter the Subject Property (i) for the purpose of conducting the necessary due diligence for pre-construction purposes and (ii) for construction of the Project. This permission does not extend to use of the Subject Property for any other purposes. Any other use of the Subject Property by BUYER, its agents and contractors is deemed unauthorized and may, in DISTRICT's sole discretion, be cause for termination of this Agreement.

Section 5. Conditions Precedent.

(a) DISTRICT's Contingencies. DISTRICT's obligation to sell the Subject Property shall be subject to and contingent upon, DISTRICT's reasonable satisfaction or written waiver of the following:

(1) BUYER's performance of each and every covenant required to be performed by BUYER hereunder on or before the Closing; and

(2) The truth and accurateness of each of BUYER's covenants, representations and warranties, as set forth in Section 9(b) of this Agreement as of the Closing.

(b) BUYER's Contingencies. The Closing and BUYER's obligation to purchase the Subject Property shall be subject to and contingent upon the timely satisfaction or written waiver of the following:

(1) BUYER shall obtain title reports and copies of the title exception documents, which BUYER may accept or reject in part or in total. BUYER, at its sole discretion, may terminate this Agreement at any time if any or all title exceptions are not acceptable to BUYER; and

(2) The truth and accurateness of each of DISTRICT's covenants, representations and warranties, as set forth in Section 9(a) of this Agreement as of the Closing; and

(3) DISTRICT shall have formally determined and declared in writing that the Subject Property is no longer necessary and surplus to DISTRICT's needs.

In the event that any of the foregoing contingencies have not been either timely satisfied or expressly waived in writing by BUYER, then BUYER may terminate this Agreement by written notice to DISTRICT at any time prior to the Closing.

Section 6. Closing Conditions.

(a) As used herein, "Closing" means and refers to the date on which the conditions set forth in this Agreement for the transfer of the Subject Property have been satisfied, and the Deed is recorded.

(b) The Subject Property will be transferred to BUYER on the Closing Date (as defined below), provided that within the periods of time set forth in this Agreement: (i) Neither DISTRICT nor BUYER have terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Closing set forth in this Agreement have been met and BUYER has paid, or caused to be paid all applicable costs relating to such closing.

Section 7. Closing

(a) The Closing shall occur no later than ten (10) business days after BUYER's completion of its due diligence during the Due Diligence Period described in Section 4.

(b) On the day designated by BUYER as the date for the Closing (the "Closing Date"), DISTRICT shall deliver to the BUYER in recordable form the Grant Deed in the form attached hereto as Exhibit "C" (the "Deed") duly executed and acknowledged by DISTRICT, which Deed shall convey all of its right, title and interest of DISTRICT in the Subject Property to BUYER.

(c) On the Closing Date, BUYER shall deliver to the DISTRICT, all cash required by the terms of this Agreement to close, plus or minus closing adjustments and prorations.

(d) The BUYER shall be instructed to record the Grant Deed in the Recorder's Office of the County of San Bernardino, California, if and when it has obtained a CLTA (or if elected by BUYER, an ALTA) owner's policy of title insurance ("Title Policy") issued by a Title Insurance Company (the "Title Company") acceptable to BUYER with liability in an amount equal to the Fair Market Value of the Subject Property together with such endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Subject Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to: non-delinquent taxes and assessments and all other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the Subject Property would disclose.

Section 8. Closing Costs, Possession.

(a) As used herein, "Closing Costs" means and refers to title insurance premiums, required surveys and endorsements, filing fees, recordation fees, messenger costs and fees, and those other costs required to close the transaction contemplated herein.

(b) BUYER shall pay the premium for its title insurance, cost of the Survey and all requested CLTA or ALTA endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Subject Property to BUYER and any and all other costs associated with transfer of the Subject Property including but not limited to permits, surveys, construction costs, CEQA, EIR, environmental review, habitat issues.

(c) BUYER shall pay all Closing Costs, excepting those assigned to DISTRICT and others in the Agreement herein.

(d) BUYER shall be entitled to exclusive possession of the Subject Property immediately upon the Closing.

Section 9. Covenants, Representations and Warranties.

(a) DISTRICT hereby makes the following covenants, representations and warranties and acknowledges that the execution of this Agreement by BUYER has been made in material reliance by BUYER on such covenants, representations and warranties.

(1) Power and Authority. DISTRICT has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. DISTRICT has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein have been duly authorized to do so and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable in accordance with its respective terms.

(4) No Litigation. There is no pending or, to the best of DISTRICT's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the marketable title and ownership to the Subject Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by DISTRICT of its obligations hereunder and thereunder shall to the best of DISTRICT's knowledge result in a breach or constitute a default under any agreement, document, instrument or other obligation to which DISTRICT is a party or by which DISTRICT may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to DISTRICT.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Closing hereunder, DISTRICT shall continue to manage, operate and maintain the Subject Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which DISTRICT is a party relating to the operation, maintenance, development, improvement, ownership or use of the Subject Property which shall survive the Closing.

(8) Encumbrances. DISTRICT covenants not to further encumber and not to place any further liens or encumbrances on the Subject Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interest. DISTRICT also covenants not

to authorize any other person or entity to take any action that adversely affects the physical condition of the Subject Property or its soils to any material extent.

(9) All representations and warranties contained in this Section 9(a) are true and correct on the date hereof and on the Closing Date and shall survive the Closing.

(b) BUYER hereby makes the following covenants, representations and warranties and acknowledges that the execution of this Agreement by DISTRICT has been made in material reliance by DISTRICT on such covenants, representations and warranties.

(1) Power and Authority. BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) Requisite Action. BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein have been duly authorized to do so and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable in accordance with its respective terms.

(4) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by BUYER of its obligations hereunder and thereunder shall to the best of BUYER's knowledge result in a breach or constitute a default under any agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 9(b) are true and correct on the date hereof and on the Closing Date and shall survive the Closing.

#### Section 10. Default.

(a) In the event BUYER fails to complete the purchase of the Subject Property for any reason other than default by DISTRICT, then BUYER shall have no right to seek specific performance or damages including, but not limited to incidental, consequential and punitive damages. If this transaction should fail to close as provided herein as a result of BUYER's default, this Agreement shall terminate upon written notice to BUYER, and upon such written notice of termination, all obligations of BUYER and DISTRICT shall terminate.

(b) If this Agreement is terminated by either party for any reason except default by either party, the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

Section 11. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Subject Property or Project shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 12. Nonliability of Officials and Employees.

No officer, official or employee of either party shall be personally liable to the other, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 13. Indemnification.

BUYER agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold DISTRICT and its officers, employees, volunteers and agents harmless from and against any and all claims, actions, losses, and/or liability and for any damages, judgments, costs, expenses, attorney's fees and/or liability arising from or related to any act or omission of BUYER in the course of performing its inspection of the Property and out of BUYER's construction of the Project. BUYER's indemnification obligation applies regardless of the existence or degree of fault of the indemnitee. Nothing in this provision shall be construed to require BUYER to indemnify the indemnitee for the indemnitee's active negligence or willful misconduct. DISTRICT shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which DISTRICT seeks indemnity under this Section as promptly as practicable following DISTRICT's knowledge of the occurrence of such matter and DISTRICT shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such.

Section 14. Miscellaneous.

(a) The effective date of this Agreement shall be the date on which the last of the parties executes this Agreement.

(b) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(c) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(d) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(e) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(f) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation. Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation.”

(g) As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles. The parties agree that any action brought by any party to this Agreement shall be in the San Bernardino County Superior Court. If any action is brought by a third party, the parties agree to use their best efforts to have such action heard in the San Bernardino County Superior Court.

(i) If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under “Section 13. Indemnification.”

(j) Each party shall execute and deliver such other reasonable documents requested by the other party to consummate the transactions described herein.

Section 15. Board of Supervisors' Approval.

This Agreement is subject to, and shall have no force or effect until and unless first approved by the San Bernardino County Board of Supervisors.

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

**San Bernardino County Flood Control District**

**City of Yucaipa**

By: \_\_\_\_\_  
Curt Hagman,  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
David Avilla, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT  
A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

ATTEST:

LYNNA MONELL, Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
Jennifer Crawford,  
Deputy City Manager/City Clerk  
City of Yucaipa

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Fermin G. Preciado, City Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form:

Approved as to Legal Form:

Michelle D. Blakemore, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
David Snow, City Attorney  
City of Yucaipa

By: \_\_\_\_\_  
Robert Messinger, Principal Assistant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Content:

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

Assistant City Manager  
City of Yucaipa

Date: \_\_\_\_\_

## EXHIBIT "A"

### Legal Description of Subject Property

All that portion of Block 3, Cook's Subdivision of a part of Dunlap Ranch, Yucaipa Valley, as per plat recorded in Book 20 of Maps, page 54, records of said County, described as follows:

Commencing at the Northeast corner of said Lot 3, said corner being also the intersection of the centerline of Tenth Street (formerly known as Avenue "F", 60 feet wide), with the centerline of Avenue "E" (formerly known as Arizona Street, 60 feet wide); thence North  $83^{\circ} 30' 58''$  West along the North line of said Lot 3, said North line being also the centerline of Avenue "E", a distance of 875.23 feet; thence continuing along said North line North  $42^{\circ} 01' 10''$  West, 296.55 feet to a point in the Northerly prolongation of the Easterly line of the property conveyed to the San Bernardino County Flood Control District by document recorded June 22, 1960, in Book 5167, page 251, Official Records of said County; thence South  $19^{\circ} 16' 50''$  West (recorded South  $14^{\circ} 15' 10''$  West), 155.54 feet to the True Point of Beginning, said point of beginning being also the intersection of the said Easterly line of said property conveyed to the San Bernardino County Flood Control District, with the Southerly line of the property described in deed to the County of San Bernardino, recorded in Book 6158, page 145, Official Records of said County; thence continuing along said Easterly line South  $19^{\circ} 16' 50''$  West, 42.16 feet; thence South  $84^{\circ} 01' 13''$  East, 112.33 feet; thence North  $77^{\circ} 33' 23''$  East, 19.42 feet to a point in the said Southerly line of said property conveyed to the County of San Bernardino; thence along said Southerly line North  $67^{\circ} 56' 20''$  West, 125.98 feet to the True Point of Beginning.

Containing 0.069 acres, more or less

APN: 0318-061-20-0000



**EXHIBIT "C"**

**Grant Deed**

Recording Requested By:  
City of Yucaipa

When Recorded Mail Document  
and Tax Document to:  
City of Yucaipa  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399

Record without fee subject to  
Gov't Code 6103 and 27383

Project: Wilson Creek  
System No.: 3.601  
Parcel No.: 65  
Dept. Code: 11600

**GRANT DEED**

D.P. No.: 3.601/65  
APN: 0318-061-20  
Date: July 25, 2019

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or  
 computed on full value less liens and encumbrances remaining at the time of sale  
 Unincorporated Area       City of Yucaipa

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, ("Grantor"), does hereby grant:

to the **CITY OF YUCAIPA**, a body corporate and politic ("Grantee"),

the following described real property in the City of Yucaipa, County of San Bernardino, State of California,

See, Exhibit "A", legal description, and plat, attached hereto and made a part hereof.

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

By: \_\_\_\_\_  
Name: Curt Hagman  
Title: Chairman of the Board of Supervisors  
Date: \_\_\_\_\_

### EXHIBIT "A" LEGAL DESCRIPTION

All that portion of Block 3, Cook's Subdivision of a part of Dunlap Ranch, Yucaipa Valley, as per plat recorded in Book 20 of Maps, page 54, records of said County, described as follows:

**Commencing** at the Northeast corner of said Lot 3, said corner being also the intersection of the centerline of Tenth Street (formerly known as Avenue "F", 60 feet wide), with the centerline of Avenue "E" (formerly known as Arizona Street, 60 feet wide); thence North  $83^{\circ} 30' 58''$  West along the North line of said Lot 3, said North line being also the centerline of Avenue "E", a distance of 875.23 feet; thence continuing along said North line North  $42^{\circ} 01' 10''$  West, 296.55 feet to a point in the Northerly prolongation of the Easterly line of the property conveyed to the San Bernardino County Flood Control District by document recorded June 22, 1960, in Book 5167, page 251, Official Records of said County; thence South  $19^{\circ} 16' 50''$  West (recorded South  $14^{\circ} 15' 10''$  West), 155.54 feet to the **True Point of Beginning**, said point of beginning being also the intersection of the said Easterly line of said property conveyed to the San Bernardino County Flood Control District, with the Southerly line of the property described in deed to the County of San Bernardino, recorded in Book 6158, page 145, Official Records of said County; thence continuing along said Easterly line South  $19^{\circ} 16' 50''$  West, 42.16 feet; thence South  $84^{\circ} 01' 13''$  East, 112.33 feet; thence North  $77^{\circ} 33' 23''$  East, 19.42 feet to a point in the said Southerly line of said property conveyed to the County of San Bernardino; thence along said Southerly line North  $67^{\circ} 56' 20''$  West, 125.98 feet to the True Point of Beginning.

Containing 0.069 acres, more or less.

