

Those persons wishing to speak on any item, whether or not it is included on the agenda, are requested to fill out and submit to the Clerk of the Board a "Request to Speak" form. Thank you.

It is the intention of the Chino Valley Independent Fire District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Chino Valley Independent Fire District will attempt to accommodate you in every reasonable manner. Please contact the Administration Office (909) 902-5260 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the District's Administrative Headquarters, 14011 City Center Drive, Chino Hills, CA 91709.

CHINO VALLEY INDEPENDENT FIRE DISTRICT
Board of Directors Special Meeting

PUBLIC MAY JOIN MEETING REMOTELY

Fire District Training Center
5092 Schaefer Ave
Chino, CA 91710

Thursday, January 28, 2021

2:00 p.m. – Open Session
Closed Session to Follow

AGENDA

CHINO VALLEY FIRE DISTRICT
****SPECIAL TELECONFERENCE MEETING INFORMATION****

In accordance with the California Governor's Executive Order N-29-20; guidance from the California Department of Public Health; and in an effort to combat the spread of COVID-19, the Chino Valley Fire District ("Fire District") will hold **all** Regular and Special meetings of the Board of Directors remotely in a hybrid format until further notice. Only Board members and essential staff will be present in the Board Room and the public may attend remotely by using the link below.

Current Meeting GoToWebinar URL:

<https://attendee.gotowebinar.com/register/6360081442692281358>

Instructions and GoToWebinar URL links for all meetings will be listed on all agendas. Agendas are posted on the Fire District website at CVIFD.org and at Fire District Headquarters 72 hours prior to a Regular Board Meeting and 24 hours prior to a Special Board Meeting.

Please be aware that when you join the meeting real-time, your screen name will appear on the GoToWebinar screen.

For ADA accommodations, please contact the Clerk of the Board at (909) 315-8805 or by email at clerk@chofire.org 48 hours prior to the meeting.

REAL-TIME AND RECORDED PUBLIC VIEWING OF BOARD MEETING

The Board of Directors will use the platform GoToWebinar to hold Board Meetings for public viewing. Register using the GoToWebinar URL listed on the Board meeting agenda.

- For **computer real-time** viewing of a Board Meeting, a link will be provided on all Board Meeting agendas allowing the public to register and access the Board Meeting using the application GoToWebinar. Upon entering the meeting, you will be in listen-only mode and muted.
- For **telephone real-time listen-only** mode, registration is not required. Please follow the instructions below:
 1. Call: (877) 309-2071
 2. Enter attendee number: 534-906-019
 3. Select the # key: 629-278-779
- For a **recorded** viewing of a Board Meeting, you may access the Fire District website the day following the meeting at www.cvifd.org and click on 'Video Archive.'

PUBLIC COMMENTS DURING BOARD MEETINGS

The public will have the option to submit a public comment by email to be read into the record by the Clerk of the Board at the requested time during the Board Meeting, or participate and provide a public comment real-time at the appropriate requested time through GoToWebinar.

Please follow the instructions below to provide public comment during a Board Meeting.

PUBLIC COMMENT – Read by the Clerk of the Board during Board Meeting:

- Email your comments to clerk@chofire.org
- Email subject line should read: “Public Comment – Read by Clerk of the Board.” List date of meeting. The body of the email should include the public comment exactly as it should be read by the Clerk of the Board during the meeting. Specify if the comment is on a topic not on the agenda. If the topic is not on the agenda, please provide a topic description. If the comment is on a specific item on the agenda, please clearly describe the location of the item on the agenda such as Consent Calendar or New Business.
- Comments read by the Clerk of the Board must be limited to 300 words.
- Submit emails 1 hour prior to the start time of the Board Meeting.
- Please note that your name will be read into the record.

PUBLIC COMMENT – Real-time public participation during Board Meeting:

If you wish to provide a real-time live public comment, please register at GoToWebinar URL:
<https://attendee.gotowebinar.com/register/6360081442692281358>

- When registering for a real-time public comment, specify if the comment is on a topic not on the agenda. If the topic is not on the agenda, provide a topic description. If the comment is on a specific item on the agenda, clearly describe the location of the item on the agenda such as Consent Calendar or New Business.
- Log on to GoToWebinar with the URL link provided on the Board agenda 15 minutes prior to the start of the meeting. Upon entering the meeting you will be muted.
- Registered attendees will be unmuted at the time of the public comment.
- Attendees may also need to “unmute” their own devices to be heard.
- When your name is called, begin the public comments by stating your name and address (optional) for the record.
- Comments must be limited to 5 minutes.

SUBSCRIBING TO AGENDA

If you would like to receive notice when an agenda is posted, please go to our website and subscribe by performing the following steps:

1. On the homepage (www.cvifd.org), hover over the ‘Departments’ tab, and select ‘Agendas & Minutes’ under the Clerk of the Board tab.
2. Select ‘Board Agendas & Minutes.’
3. Click the option that says ‘Notify Me’, then add your email and/or phone number to receive alerts regarding CVFD Agenda postings.

Agendas are posted on the Fire District website at www.cvifd.org and at Fire District Headquarters 72 hours prior to a Regular Board Meeting and 24 hours prior to a Special Board Meeting in compliance with the Brown Act.

ROLL CALL

OPEN SESSION

FLAG SALUTE

INVOCATION

Chaplain Keith Roby

PUBLIC COMMUNICATIONS

This is the time and place for the general Public to address the Board of Directors about subjects that do not appear elsewhere on the agenda. The Public may address items on the agenda at the time addressed by the Board.

Due to Board policy and Brown Act requirements, action may not be taken on any issue not on the agenda. When you address the Board, please state your name and address (optional) prior to making your remarks. Please limit your comments to 5 minutes.

OLD BUSINESS - None.

NEW BUSINESS

1. RESOLUTION NO. 2021-07, APPROVING A PROPERTY TRANSFER AGREEMENT NO. 2021-02 WITH THE CITY OF CHINO HILLS FOR THE PROPOSED CONSTRUCTION OF FIRE STATION 68

Purpose is for the Board of Directors to consider adopting Resolution No. 2021-07, approving the Property Transfer and Public Facility Development Impact Fee Payment Agreement (“Agreement”) between Chino Valley Independent Fire District (“District”) and the City of Chino Hills (“City”).

Report By: Legal Counsel Isaac Rosen

RECOMMENDATION: It is recommended that the District Board of Directors approve, via Resolution No. 2021-07, the Property Transfer and Public Facility Development Impact Fee Payment Agreement No. 2021-02 between the District and the City and find the action exempt from CEQA.

PC _____ M _____ S _____ RC _____

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (one (1) potential case)

CONFERENCE WITH LABOR NEGOTIATOR

Meet with Board previously appointed negotiators (Fire Chief Tim Shackelford, Finance Director Steve Heide and Human Resources Director Kristi Kuchwara) regarding negotiations between the Chino Valley Professional Firefighters, Local 3522 (CVPF) Safety Unit and the Chino Valley Fire District per Government Code Section 54957.6.

RE-OPEN TO OPEN SESSION

BOARD COMMITTEE REPORTS/BOARD COMMENTS

ADJOURNMENT

The next Regular Meeting will be held on Wednesday, February 10, 2021 at 6:00 p.m. at the Fire District Administration located at 14011 City Center Drive, Chino Hills, CA 91709.

I, Sandra Heney, Clerk of the Board, on behalf of the Board of Directors, do hereby certify that a copy of this agenda has been posted by Tuesday, January 26, 2021 at 6:00 p.m. at the following locations.

Fire District Administration
14011 City Center Drive
Chino Hills, CA 91709

Fire District Training Center
5092 Schaefer Ave.
Chino, CA 91710

A handwritten signature in black ink that reads "Sandra Heney". The signature is written in a cursive, flowing style.

Sandra Heney, Clerk of the Board

**CHINO VALLEY INDEPENDENT FIRE DISTRICT
STAFF REPORT**

DATE: JANUARY 28, 2021

**TO: SARAH RAMOS-EVINGER, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD**

FROM: TIM SHACKELFORD, FIRE CHIEF

**SUBJECT: RESOLUTION NO. 2021-07, APPROVING A PROPERTY TRANSFER
AGREEMENT NO. 2021-02 WITH THE CITY OF CHINO HILLS FOR THE
PROPOSED CONSTRUCTION OF FIRE STATION 68**

PURPOSE:

Purpose is for the Board of Directors to consider adopting Resolution No. 2021-07, approving the Property Transfer and Public Facility Development Impact Fee Payment Agreement (“Agreement”) between Chino Valley Independent Fire District (“District”) and the City of Chino Hills (“City”).

BACKGROUND:

In October, 2020, the District and City entered into a nonbinding Letter of Intent with respect to a transfer of real property for the potential construction of Fire Station 68, which benefits both parties, the larger community, and serves an agency use for the District. In exchange for a District-owned parcel located at 4040 Eucalyptus Avenue (.62 acres), the City would transfer a City-owned parcel located at the intersection of Soquel Canyon Parkway and Pipeline Avenue, plus a portion of an adjoining parcel, for a total of roughly 4 acres. If the parties approve this Agreement by resolution, the parties will enlist a surveyor (and split the costs) to determine the legal metes and bounds of the City-owned real property to be transferred to the District for total acreage.

Once the legal description of the City-owned property to be transferred is approved, the Agreement provides for the processes by which the parties conduct due diligence on the parcels, including evaluation of any environmental considerations, and review of the respective property title reports to ensure the properties are acceptable. Once the due diligence closes and the properties are transferred via grant deed, the District will begin the process of evaluating the potential construction of Fire Station 68, including California Environmental Quality Act (“CEQA”) review, and determining what other land use approvals may be necessary. The District is responsible for the costs associated with any required CEQA review for the potential construction of Fire Station 68.

The City will be making a total payment of \$8 million to District for Fire Station 68 design and construction, including \$4 million to be paid upon the close of escrow after the parcels are transferred, and an additional \$4 million to be paid upon District's award of the construction contract for Fire Station 68. Upon close of escrow, District will assume responsibility of any Wildland Fire Protection costs associated with acreage in the Chino Hills State Park within the City. The parties will work together with respect to City's Development Impact Fee ("DIF") obligations, collected on behalf of the District, if the City extends beyond its anticipated build-out set forth within the City's 2015-adopted General Plan.

Given the number of outstanding matters that must be resolved after the Agreement is approved, including legal description of the City-owned land (inserted into the agreement and necessary for title reports), and the subsequent due diligence to be completed by the parties, the Agreement provides that the City Manager and District Fire Chief, in consultation with legal counsel, may extend certain deadlines and make non-substantive revisions to the Agreement for purposes of its implementation.

CEQA

The Agreement itself does not commit the parties to completing a particular project or commit the City or District to granting any specific approval, that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Therefore this Agreement is exempt from CEQA.

RECOMMENDATION:

It is recommended that the District Board of Directors approve, via Resolution No. 2021-07, the Property Transfer and Public Facility Development Impact Fee Payment Agreement No. 2021-02 between the District and the City and find the action exempt from CEQA.

ATTACHMENTS:

- Resolution 2021-07
- Property Transfer Contract Approval - Agreement 2021-02

RESOLUTION NO. 2021-07

**A RESOLUTION OF THE
BOARD OF DIRECTORS OF THE CHINO VALLEY
INDEPENDENT FIRE DISTRICT APPROVING A PROPERTY TRANSFER AND
PUBLIC FACILITY DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT WITH
THE CITY OF CHINO HILLS AND FINDING THE ACTION EXEMPT FROM CEQA**

WHEREAS, the Chino Valley Independent Fire District (“District”) owns certain real property, located at 4040 Eucalyptus Avenue, Chino Hills, County of San Bernardino, California, that consists of .62 acres of land, improved with a former fire station facility; and

WHEREAS, the City of Chino Hills (“City”) owns certain real property located at the intersection of Soquel Canyon Parkway and Pipeline Avenue, and an adjoining City parcel, both in Chino Hills, County of San Bernardino, California, that would constitute approximately 4 acres of land once merged; and

WHEREAS, the Parties seek to transfer their respective properties so District may consider the construction of an additional fire station facility from which it can provide fire protection, public safety, and related services to the City of Chino Hills and surrounding communities (“Fire Station 68”); and

WHEREAS, the property transfer is in the public interest and for the common benefit of the community; and

WHEREAS, the District finds that the property transfer contemplated between the parties furthers an agency use for the District. Specifically, the District finds that the proposed Fire Station 68 contemplated by this Agreement furthers the express purpose of the District’s agency work and operations, by ensuring the District can continue to provide adequate fire suppression services that reflect the needs of its residents; and

WHEREAS, the District and City seek to enter into the Property Transfer and Public Facility Development Impact Fee Payment Agreement (“Agreement”) subject to the conditions and terms contained therein, attached as Exhibit A; and

WHEREAS, the District acknowledges that the Agreement does not commit the District to completing a particular project or the granting of any approval under the California Environmental Quality Act (“CEQA”), and that District shall conduct any environmental review required pursuant to CEQA, and comply with other applicable laws before District takes any action with respect to any entitlements for Fire Station 68; and

WHEREAS, in addition to the transfer of the properties, for which there is no property purchase price, City intends to provide District with a \$8,000,000 payment to be used for the purpose of designing and developing Fire Station 68, provided the property transfer is completed following the completion of a due diligence period, and the conditions of the Agreement are met; and

WHEREAS, the District Board has determined that this action is necessary and prudent to protect the public interest and further an agency use.

NOW, THEREFORE, the Board of Directors of the Chino Valley Independent Fire District resolves as follows:

SECTION I. Incorporation of Recitals. The Board of Directors of the Chino Valley Independent Fire District (“Board”) hereby adopts the Recitals set forth above as its factual findings supporting this Resolution.

SECTION II. Approval of Agreement. The Board hereby approves the Agreement attached hereto as Exhibit A, which may be revised by the City Manager and District Fire Chief for purposes of its implementation.

SECTION III. CEQA. The Board finds that this action is exempt from CEQA in that the Agreement does not constitute approval by the District or City of any particular development on the property subject to transfer under the Agreement, and that the Agreement itself does not have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA (See 14 C.C.R. §§ 15060(c); 15378(b).)

REVIEWED, APPROVED AND ADOPTED at Board Meeting held on the 28th day of January, 2021, by the following vote, to wit:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

SARAH RAMOS-EVINGER, PRESIDENT

ATTEST:

SANDRA HENEY, CLERK OF THE BOARD

EXHIBIT A
Property Transfer and Public Facility Development Impact Fee Payment Agreement

**PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT IMPACT FEE
PAYMENT AGREEMENT**

THIS PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT (“Agreement”) is made between the CITY OF CHINO HILLS, a California municipal corporation (“City”), and CHINO VALLEY INDEPENDENT FIRE DISTRICT, a California fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800 et seq.) (“District”), (together, the “Parties” or “Party”) and is dated _____, 2021 for reference purposes only.

RECITALS

A. City owns certain real property located at the intersection of Soquel Canyon Parkway and Pipeline Avenue, Chino Hills, County of San Bernardino, California, as set forth in Exhibit A and Exhibit A-1 (the “City Property”), of which the City desire to transfer up to 4 acres to the District, and the Parties are in the process of identifying the dimensions and size under consideration, for possible construction of a new fire station and ancillary uses , which City wishes to transfer to District at no monetary cost as set forth in this Agreement (“Fire Station 68”).

B. The District owns certain real property, located at 4040 Eucalyptus Avenue, Chino Hills, County of San Bernardino, California that consists of .62 acres of land, legally described in Exhibit B attached to this Agreement, and that is improved with a former fire station facility (the “Eucalyptus Property”).

C. The City Property is unimproved and vacant. The City Property was previously conveyed to the City by the County of San Bernardino.

D. City wishes to transfer the City Property to the District, and the District desires to acquire the City Property from City, so that the District may potentially construct an additional fire station facility from which it can provide fire protection, public safety, and related services to the City of Chino Hills and surrounding communities.

E. The transfer of the City Property to the District and the transfer of the District Property to City is in the public interest and for the common benefit of the community, and effectuates an agency use for both the District and City.

F. The City maintains a General City Facilities Fee Fund, a development impact fee collected to finance the construction and maintenance of public facilities needed to serve new development. The General City Facilities Fee Fund, along with other development impact fees, replaced the prior County of San Bernardino development impact fees in or about 1998.

G. In addition to the transfer of the City Property, City desires to provide District with a payment from the City’s General City Facilities Fee Fund or any other permissible City funding source, to be used by the District for the purpose of developing the City Property with a fire station facility.

In exchange for the City Property and funds to potentially construct Fire Station 68, the District desires to transfer the Eucalyptus Property to the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. All initially capitalized terms in this Agreement, including, in the Recitals above, that are not otherwise defined in this Agreement shall have the following meanings:

1.1 “Adjoining City Parcel” shall mean the portion of APN: 1017-241-28-0000, with a legal description inserted as Exhibit A-1, that will be transferred to the District pursuant to this Agreement, as part of City Property, and further described pursuant to Section 3.1.

1.2 “CEQA” means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

1.3 “City Property” shall mean that certain real property located at the intersection of Soquel Canyon Parkway and Pipeline Avenue, Chino Hills, County of San Bernardino, California (APN 1030-341-68-0000), more particularly described in Exhibit A, in addition to the portion of the Adjoining City Parcel (APN 1017-241-28-0000), that will be transferred to District pursuant to this Agreement, with a legal description inserted as Exhibit A-1 pursuant to Section 3.1.

1.4 “City Property Grant Deed” means the grant deed conveying the City Property from City to District, at the Close of Escrow, substantially in the form of Exhibit C attached to this Agreement.

1.5 “City Permitted Exceptions” means, pursuant to Section 4.3.2, (i) any and all items shown in Schedule B of the Preliminary Report as exceptions from coverage under the proposed District Title Policy; (ii) non-delinquent property taxes and assessments; (iii) this Agreement; (iv) the Eucalyptus Grant Deed; and (v) any other document or encumbrance expressly required to be recorded against the Eucalyptus Property pursuant to the terms of this Agreement.

1.6 “City Property Title Policy” means a standard CLTA owners’ policy of title insurance issued by the Title Company, with coverage in a reasonable amount agreed to by both Parties, showing title to the Eucalyptus Property vested in City, subject only to City Permitted Exceptions.

1.7 “Close of Escrow” or “Closing” means the recording of the City Property Grant Deed and Eucalyptus Grant Deed in the official records of the Recorder of the County, and completion of each of the actions set forth herein by the Escrow Holder for the City to transfer the City Property to the District and the District to acquire the City Property from the City.

1.8 “County” means the County of San Bernardino, California.

1.9 “District Permitted Exceptions” means, pursuant to Section 4.3.1, (i) any and all items shown in Schedule B of the Preliminary Report as exceptions from coverage under the proposed City Title Policy (ii) any non-delinquent property taxes and assessments; (iii) this Agreement; (iv) any existing improvements on the City Property; (v) the City Property Grant Deed; and (vi) any other document or encumbrance expressly required to be recorded against the City Property pursuant to the terms of this Agreement.

1.10 “District Title Policy” means a standard CLTA owners’ policy of title insurance issued by the Title Company, with coverage in a reasonable amount agreed to by both Parties, showing title to the City Property vested in District, subject only to District Permitted Exceptions.

1.11 “Escrow Closing Date” means, subject to extension due to Unavoidable Delay, the earlier of: (i) on or before the thirtieth (30th) day after the Escrow Holder’s receipt of written confirmation from both District and City of the satisfaction or waiver of all other conditions precedent to the Close of Escrow; or (ii) another date mutually agreed upon in writing between the Parties for the Close of Escrow, in the Parties’ respective sole and absolute discretion.

1.12 “Escrow Closing Statement” means a statement prepared by the Escrow Holder indicating, among other things, the Escrow Holder’s estimate of all funds to be deposited or received by City or District, respectively, and all charges to be paid by City or District, respectively, through the Escrow.

1.13 “Escrow Default” means the unexcused failure of a Party to submit any document or funds to the Escrow Holder as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.14 “Escrow Holder” means First American Title Insurance Company, Attn: Kelly Sinoneau, through its office located at 3281 East Guasti Road, Suite 440, Ontario, California 91761, or such other escrow holder mutually agreed upon in writing by both City and Developer.

1.15 “Escrow Opening Date” means the first date on which a copy of this Agreement signed by both District and City is deposited with the Escrow Holder and the property description for the City is agreed upon by the District and the City.

1.16 “Eucalyptus Grant Deed” means the grant deed conveying the Eucalyptus Property from District to City, at the Close of Escrow, substantially in the form of Exhibit D attached to this Agreement.

1.17 “Preliminary Report” means a preliminary report issued by the Title Company in contemplation of the issuance of a title policy for either of the Properties, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed title policy. The Parties acknowledge that each may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising their respective Properties. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of a

Party's Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

1.18 "Project" or "Station 68" means the proposed fire station facility to be developed on the City Property.

1.19 "Properties" means the City Property and Eucalyptus Property, together. When the term is used in the singular form of "Property", it shall mean either the City Property or the Eucalyptus Property as the context indicates.

1.20 "Purchase Price" means Eight Million Dollars (\$8,000,000) in consideration that City is paying to District to construct and operate the Project.

1.21 "Title Company" means First American Title Insurance Company, Attn: Roger W. Derilo, through its office located at 3281 East Guasti Road, Suite 440, Ontario, California 91761, or such other title company mutually agreed upon in writing by both City and District.

1.22 "Unavoidable Delay" means any delay that is caused in all material respects by the other Party or that is beyond the control of the City or the District, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, pandemics, quarantine restrictions, civil commotion, fire or similar causes, but excluding a Party's financial condition or insolvency.

2. District's Representations and Warranties. District hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

2.1 District enters into this Agreement solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by City; and

2.2 Neither City, nor its elected officials, officers, employees, representatives, agents or assigns has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof.

2.3 That any helipad constructed as part of the Project will be for emergency use only and will receive all required authorizations prior to its use. District further represents and warrants that any such helipad is subject to any required California Environmental Quality Act obligations; applicable City special use permit requirements and development standards, including landscaping; and will be designed to be compliant with applicable Federal Aviation Administration regulation.

3. Effective Date. This Agreement is dated _____, 2021 for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("Effective Date"): (a) this Agreement is approved by the Chino Hills City Council; (b) this

Agreement is approved by the District Board of Directors; and (c) this Agreement is executed by the authorized representatives of City and District.

3.1 As a condition precedent to the transfer of properties described under Section 4 herein, the Parties' designated representatives, the City Manager for the City and Fire Chief for the District, will have administratively approved, as evidenced in writing, the legal description for the Adjoining City Parcel, which will be inserted into this Agreement as Exhibit A-1. Any surveyor costs associated with determining the legal description for Exhibit A-1 will have been paid by the parties, as a condition precedent to close of escrow, and pursuant to Section 5.8.

4. Transfer of Properties.

4.1 Escrow. Subject to compliance with the terms and conditions of this Agreement, City will transfer the City Property to District and District will transfer the Eucalyptus Property to City. For the purposes of exchanging funds and documents to complete the cross-transfer of the Properties pursuant to the terms of this Agreement, the City and the District agree to open an escrow ("Escrow") with the Escrow Holder. The Parties shall cause the Escrow to be opened within two business (2) days following the administrative approval of Exhibit A-1 by the Parties' designated representatives, and more particularly described in Section 3.1. Escrow Holder shall promptly confirm the Escrow Opening Date in writing to each of the Parties. Section 6 of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for conducting the Escrow. The District and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

4.2 Payment for Construction of Public Facilities. City shall deposit into Escrow \$4,000,000.00, and any other amounts owing for escrow costs ("Initial Deposit"), at least one day before the Close of Escrow in immediately available funds. The City shall pay another \$4,000,000 to the District when the District awards the contract for the construction of the fire station. Payment will be made from the City's General City Facilities Fee Fund or any other permissible City funding source. City covenants and agrees that the Purchase Price will be paid out of City funds lawfully expendable for purposes of this Agreement. District covenants and agrees that said funds, once released to District by the Escrow Holder, will be deposited in a separate, interest-bearing account and not commingled with any other District funds. District further covenants and agrees that said funds may only be expended for the construction of a fire station facility and related accessory uses on the Property.

4.3 Title Approval. As soon as practicable following the opening of escrow under Section 4.1, each Party shall obtain from Title Company the Preliminary Report for their respective Properties and deliver a copy of the Preliminary Report to the other Party.

4.3.1 Subject to Subsection 4.3.3, if the District objects to any matter shown in the Preliminary Report for the City Property, and the City is unwilling or unable to remove the objectionable matter, the District may refuse to accept the title to and conveyance of the City Property, in which case either Party shall have the right to cancel the Escrow and terminate this

Agreement without liability to other Party or any other person, by delivering notice of termination to both the other Party and Escrow Holder.

4.3.2 Subject to Subsection 4.3.3, if the City objects to any matter shown in the Preliminary Report for the Eucalyptus Property, and the District is unwilling or unable to remove the objectionable matter, the City may refuse to accept the title to and conveyance of the Eucalyptus Property, in which case either Party shall have the right to cancel the Escrow and terminate this Agreement without liability to other Party or any other person, by delivering notice of termination to both the other Party and Escrow Holder.

4.3.3 Before exercising any right a Party may have under this Section 4 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Party in writing of its election to terminate and shall, upon the non-terminating Party's request, which must be delivered within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which is approved by both Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, the Escrow shall be cancelled and this Agreement shall be terminated without liability to any Party.

4.4 Subdivision Map Act Compliance. If necessary, District shall obtain City approval of a lot line adjustment or any other land use approval necessary to create the Property, including a formal legal description, as a lawful parcel under all applicable law. Evidence of such approval, including a formal legal description for the Adjoining City Parcel included as Exhibit A-1, shall be deposited into escrow to document satisfaction of this condition.

4.5 "AS-IS WHERE-IS" Acquisition. Except for the representations and warranties expressly set forth in this Agreement that survive the Close of Escrow, and subject to completion of its review under Section 5.2.2 of this Agreement, District accepts the City Property and City accepts the District Property in an "AS-IS WHERE-IS" PHYSICAL CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. District and City acknowledge, on behalf of themselves, that they has had the opportunity to inspect and investigate the Property, either independently or through agents of District's choosing, and that in accepting the Property, District and City is not relying on any statements or representations made by the other party and its respective officials, officers, employees or agents as to the physical condition of the Property, including but not limited to, soils, geology, the presence or absence of hazardous materials and/or other environmental contamination, lot size, or suitability of the Property for particular purposes. Other than matters relating to the title to the Property as set forth herein and the rights of the Parties with respect to the same, the Close of Escrow shall constitute an acknowledgment by District and City that the physical condition of the Property was accepted

without representation or warranty of any kind or nature and in an “As-Is Where-Is” condition based solely on the Parties’ own inspection, and that District and City shall have no further obligations, liabilities or responsibilities as to the physical condition of the Property under this Agreement.

4.6 No Commitment to Development. The Parties agree that nothing in this Agreement is intended to commit the District to completing a particular project or to commit the City or District to granting any approval. The City’s approval of this Agreement does not constitute approval by the City of any development of the City Property or of other activity on the City Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, the District’s future use or development of the City Property is expressly conditioned on the Parties’ CEQA compliance and other applicable requirements regarding allowing for the use of the Property for a fire station. The District shall conduct and pay the expenses of an environmental review, and for compliance with other applicable requirements, in accordance with CEQA and other applicable laws prior to taking any discretionary action with regard to any proposed development of the City Property. Nothing in this Agreement shall be construed to limit the District’s discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the City Property, as provided in Public Resources Code section 21002. Following completion of the District’s environmental review of any proposed development of the Property, the District shall file a notice of such approval as provided in Public Resources Code section 21152. District’s acquisition of the City Property will serve the current needs of the City. If the District determines that it will not proceed with construction of the fire station, including after the potential approval of CEQA and land use process, then the District shall return the City Property to the City and any amounts that the District and received from the City, and the City shall return the District Property to the City.

4.7 Future Proposals Subject to Review. The District shall conduct environmental review in accordance with CEQA and comply with other applicable laws regarding the use of the Property for a fire station before the District or City takes action on any plan or entitlement under this Agreement on City Property. The Parties may enter into a separate standalone CEQA Lead Agency agreement that sets forth the Parties’ CEQA responsibilities with respect to the Project, however, the District shall retain its discretion under CEQA to make findings and take actions required by CEQA and shall be responsible for costs associated therewith, including any other costs associated with land use approvals. The Parties agree and acknowledge that any proposed development of the City Property might change as a result of various environmental factors. The Parties confirm that they shall cooperate and coordinate with one another with regard to the CEQA process, and acknowledge the scope and location of proposed development and the design of the anticipated improvements might well change to account for needs of the District, including changes required by the CEQA process.

5. Joint Escrow Instructions.

5.1 Escrow Holder Authority. City and District authorize Escrow Holder to:

5.1.1 **Charges.** Pay and charge City and District for their respective shares of the applicable fees, taxes, charges and costs payable by either City or District regarding the Escrow;

5.1.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

5.1.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

5.1.4 **Counterpart Documents.** Utilize documents signed by City or District in counterparts, including attaching separate signature pages to one original of the same document.

5.2 District's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a default under this Agreement by District, District's obligation to transfer the Eucalyptus Property to City on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by District) of each of the following conditions:

5.2.1 **Adjoining City Parcel.** The Parties shall have agreed, via administrative approval, of Exhibit A-1 and the legal description of the Adjoining City Parcel more particularly described in Section 3.1;

5.2.2 **Title Policy.** Title Company is committed to issue the City Property Title Policy to District upon payment of Title Company's premium for such policy;

5.2.3 **Due Diligence.** District completes its Due Diligence Investigations of the City Property and delivers a notice of acceptance to City pursuant to Section 6;

5.2.4 **City Escrow Deposits.** City deposits all of the items into Escrow required by Section 5.5;

5.2.5 **Settlement/Closing Statement.** District reasonably approves District's Escrow Closing Statement;

5.2.6 **City Pre-Closing Obligations.** City performs all of the material obligations required to be performed by City pursuant to this Agreement prior to the Close of Escrow.

5.3 City's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a default under this Agreement by City, City's obligation to transfer the City Property to District on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by City) of each of the following conditions:

5.3.1 **Adjoining City Parcel.** The Parties shall have agreed, via administrative approval, of Exhibit A-1 and the legal description of the Adjoining City Parcel more particularly described in Section 3.1;

5.3.2 **Title Policy.** Title Company is committed to issue the Eucalyptus Title Policy to City upon payment of Title Company's premium for such policy;

5.3.3 **District Escrow Deposits.** District deposits all of the items into Escrow required by Section 5.4;

5.3.4 **Title Premium.** Payment of Title Company's premium for such policy;

5.3.5 **Due Diligence.** City completes its Due Diligence Investigations of the District Property and delivers a notice of acceptance to City pursuant to Section 6.

5.3.6 **Settlement/Closing Statement.** City reasonably approves City's Escrow Closing Statement;

5.3.7 **District Pre-Closing Obligations.** District performs all of the material obligations required to be performed by District pursuant to this Agreement prior to the Close of Escrow.

5.4 District's Escrow Deposits. District shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to City, at least one (1) business day prior to the Escrow Closing Date:

5.4.1 **Escrow Closing Statement.** District's Escrow Closing Statement signed by the authorized representative(s) of District; and

5.4.2 **Other Reasonable Items.** Any money or documents required to be delivered by District under the terms of this Agreement or as otherwise reasonably requested by Escrow Holder or Title Company in order to close the Escrow or comply with applicable law that have not previously been delivered by District.

5.5 City's Escrow Deposits. City shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to District, at least one (1) business day prior to the Escrow Closing Date:

5.5.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by City under the terms of this Agreement, including Section 4.2, to close the Escrow, all in immediately available funds;

5.5.2 **Escrow Closing Statement.** City's Escrow Closing Statement signed by the authorized representative(s) of City;

5.5.3 **Other Reasonable Items.** Any money or documents required to be delivered by City under the terms of this Agreement or as otherwise reasonably requested by Escrow Holder or Title Company in order to close the Escrow or comply with applicable law that have not previously been delivered by City.

5.6 Closing Procedure. Upon Escrow Holder’s receipt of written confirmation from both City and District that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Holder shall close the Escrow by doing all of the following:

5.6.1 **Recording and Distribution of Documents**. Cause the following documents to be filed with the Recorder of the County for recording in the official records of the County at Close of Escrow: (a) the City Property Grant Deed; (b) the Eucalyptus Grant Deed; and (c) any other documents to be recorded regarding the Properties through the Escrow upon the joint instructions of the Parties. Within three days of their recording, Escrow Holder shall deliver conformed copies of all documents filed with the County Recorder’s Office through the Escrow to District, City, and any other person designated in writing by either Party to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information.

5.6.2 **Funds**. Distribute all funds held by the Escrow Holder pursuant to the Escrow Closing Statements approved in writing by City and District, respectively; and

5.6.3 **Title Policy**. Obtain from the Title Company and deliver to City and District, respectively, the Eucalyptus Title Policy and the City Property Title Policy issued by Title Company.

5.7 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. If for any reason the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other person for such cancellation and termination, by delivering notice of termination to both the other Party and Escrow Holder. Following any such notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Holder shall proceed pursuant to Section 5.11. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 5.7, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 5.7 before the first date on which Escrow Holder notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

5.8 Escrow Costs. Escrow Holder shall notify District and City of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both City and District at least four (4) business days prior to the Escrow Closing Date. Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys’ and advisors’ fees, charges, and disbursements), except the following costs (the “Closing Costs”), which shall be allocated between the parties as follows:

5.8.1 Escrow fees and costs shall be paid one-half by City and one-half by District;

5.8.2 The combined cost of the City Property Title Policy and the Eucalyptus Title Policy shall be paid one-half by City and one-half by District;

5.8.3 Any surveyor costs associated with determining the legal description for the Adjoining City Parcel, Exhibit A-1 shall be paid one-half by City and one-half by District; and

5.8.4 All other closing fees and costs shall be charged to and paid by City and District in accordance with customary practices in the County.

5.9 Allocation of Taxes. Real estate taxes relating to the Properties, if any, shall be prorated between District and City as of 12:00 a.m. on the date prior to the Close of Escrow.

5.10 Escrow Cancellation Charges. If the Escrow fails to close due to District’s default under this Agreement, District shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Holder or Title Company, respectively, if any. If the Escrow fails to close due to City’s Default under this Agreement, City shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Holder or Title Company, respectively, if any. If the Escrow fails to close for any reason other than the default of either District or City, each Party shall pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Holder or Title Company, respectively, if any.

5.11 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement, the Parties shall do all of the following:

5.11.1 **Cancellation Instructions.** The Parties shall, within seven (7) business days following Escrow Holder’s written request, sign any reasonable Escrow cancellation instructions requested by Escrow Holder; and

5.11.2 **Return of Funds and Documents.** Within seven (7) business days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder (if any) or within seven (7) business days following notice of termination, whichever is earlier: (a) District or Escrow Holder shall return to City all documents previously delivered by City to District or Escrow Holder, respectively, regarding the Escrow; (b) City or Escrow Holder shall return to District all documents previously delivered by District to City or Escrow Holder, respectively, regarding the Escrow; (c) Escrow Holder shall, unless otherwise provided in this Agreement, return to City all funds deposited in Escrow by City, less City’s share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 5.10; and (d) Escrow Holder shall, unless otherwise provided in this Agreement, return to District all funds deposited in Escrow by District, less District’s share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 5.10.

6. District and City Investigation of Property. District and City shall have a period of one hundred eighty (180) days in which to investigate the physical condition and title of the City Property and the Eucalyptus Property, respectively (the “Due Diligence Period”) to determine

suitability for the development and operation of the Project, including, without limitation, the right to take soil samples (“Due Diligence Investigations”). Such investigations may include, but not be limited to, a Phase I investigation and, if recommended by such Phase I, a Phase II investigation. City shall provide District and its consultants with reasonable access to the City Property to conduct Due Diligence Investigations, and District shall provide City and its consultants with reasonable access to the Eucalyptus Property to conduct Due Diligence Investigations. The Due Diligence Investigations will be done at the sole cost and expense of the Investigating Party. Prior to the end of the Due Diligence Period, each Investigating Party shall provide the other Party with written notice of the Investigating Party’s acceptance or non-acceptance of the condition of the Property (“Due Diligence Notice”). Should the Investigating Party provide the other Party with a notice of non-acceptance, this Agreement shall terminate upon the effective date of the notice.

7. Approval of Deeds.

7.1 Upon agreement upon the legal description of the City Property and its insertion as Exhibit A-1, City will deliver a copy of the Grant Deed for the City to the District for review and approval, and following District’s approval, will provide the executed City Property Grant Deed to the Escrow Holder for recording on or before the later of the following dates: (a) _____, or (b) ten (10) days following the date that the District provides City with written notice of District’s acceptance of the City Property’s condition. Any recording fees, together with any other applicable fees and costs, will be borne solely by District. Escrow Holder will provide City with a conformed copy of the recorded deed within three business days of its recording.

7.2 District will deliver a copy of the Grant Deed to the City for review and approval, and following City’s approval, will provide the executed Eucalyptus Grant Deed to Escrow Holder for recording on or before _____. Any recording fees, together with any other applicable fees and costs, will be borne solely by City. Escrow Holder will provide District with a conformed copy of the recorded deed within three business days of its recording.

7.3 The Parties make no warranties, representations, or guarantees of any kind beyond those contained within their grant deeds or this Agreement with respect to the validity of each Party’s title, interest, or claim in and to the property conveyed. This Agreement is not merged into Grant Deeds described in Sections 7.1 and 7.2; the terms and conditions of this Agreement continue to be enforceable even after recordation.

8. Risk of Loss. The risk of loss related to the City Property and all third-party liability arising from or related to that property shall pass to District upon the recording of the City Property Grant Deed. Likewise, the risk of loss related to the Eucalyptus Property and all third-party liability arising from or related to that property shall pass to City upon the recording of the Eucalyptus Grant Deed. This section shall survive termination of this Agreement. Both Parties warrant and represent that as a condition precedent to this section, each Party has disclosed to the other Party any and all known or suspected threats of litigation or liability associated with the Property.

9. Termination. If, in the sole and absolute opinion of District, the City Property is not suitable for the District’s intended use, District shall have the right at any time prior to the Close of

Escrow to terminate this Agreement by sending written notice of termination to City and then following the procedures in Section 5.11. Neither Party shall be liable to the other if so terminated.

10. Remedies for Breach. In the event a Party, or its successor in interest or assign, breaches this Agreement, the non-breaching Party may exercise any and all rights under the applicable grant deed and California law. This section shall survive termination of this Agreement.

11. Indemnification.

11.1 District agrees to indemnify and fully protect, defend, and hold City, its elected officials, officers, employees, representatives, agents, attorneys, and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys’ fees and expenses of every kind and nature that may be sustained by or made against City, its officers, directors, employees, volunteers, agents, attorneys, successors or assigns, resulting from or arising out of:

11.1.1 inspections of the City Property made by District, its officers, directors, employees, volunteers, agents, or contractors prior to the close of escrow;

11.1.2 repairs or improvements on the City Property made by District, its officers, directors, employees, volunteers, agents, or contractors prior to close of escrow;

11.1.3 the use of the City Property by District, its officers, directors, employees, volunteers, agents, guests, customers, and invitees prior to close of escrow; and

11.1.4 any legal action brought based upon the California Environmental Quality Act to challenge this Agreement.

11.2 City agrees to indemnify and fully protect, defend, and hold District, its elected officials, officers, employees, representatives, agents, attorneys, and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys’ fees and expenses of every kind and nature that may be sustained by or made against District, its officers, directors, employees, volunteers, agents, attorneys, successors or assigns, resulting from or arising out of:

11.2.1 inspections of the Eucalyptus Property made by City, its officers, directors, employees, volunteers, agents, or contractors prior to the close of escrow;

11.2.2 repairs or improvements on the Eucalyptus Property made by City, its officers, directors, employees, volunteers, agents, or contractors prior to close of escrow; and

11.2.3 the use of the Eucalyptus Property by City, its officers, directors, employees, volunteers, agents, guests, customers, and invitees prior to close of escrow.

12. Development Impact Fees. At the time that all the following conditions are met: (i) development exceeds the current number of residential units and non-residential square footage that are provided for pursuant to the City’s adopted 2015 General Plan (see Table 1-5) and zoning designations in effect at the time this Agreement is executed, excluding residential units mandated

by the state for which the City cannot collect Developer Impact Fees (“DIF”); (ii) the City has been able to recoup \$3 million of the Purchase Price being paid to the District under this Agreement through the imposition of future DIF paid to the City, based on existing potential development allowed by the 2015 General Plan at the time this Agreement is executed (as these funds were designated for other purposes under the current DIF study and DIF program); and, (iii) the City has the legal authority to lawfully impose additional DIF for the benefit of the District, the City shall, concurrent with conducting other DIF fee studies, undertake a study for a potential DIF for fire facilities for the District (“FDIF”). As part of the FDIF study, the City shall meet with the District at least once: prior to undertaking, during, and after the FDIF study is completed, for purposes of seeking the District’s input on the study. The FDIF study must meet the requirements of Government Code Section 66000 et seq., as amended from time to time. The City Council shall be provided with a copy of the FDIF study and any comments or information provided by the District prior to its consideration of potential adoption of a FDIF.

The City may also as part of the California Environmental Quality Act review of proposed land use development projects, and other laws that allow for the City to impose mitigation measures and/or conditions of approval on particular developments, require developers to dedicate property or provide funding for District facilities in addition to or in lieu of DIF. If a FDIF is adopted by the City and the City intends to impose conditions on development in lieu of an entire or partial FDIF payment, the City must first receive the District’s consent to such condition on development. The District agrees that it shall be responsible for defending, with counsel of District’s choosing, against any legal challenges brought against City with respect to the imposition of a FDIF, or such related mitigation measures and/or conditions of approval, as well as any damages awards against the City, granted by a court of competent jurisdiction and that relate to the imposition of fees or conditions as described in this Section. District’s indemnification of City for FDIF allocated for fire facilities of the District will be contingent on District’s participation, as outlined above, prior to the time that proportionate FDIF is imposed by the City for fire facilities of the District. The City will provide Development Impact Fees to the District at the time of its collection and the District shall be restricted in using the funds for the specific purpose for which they were collected.

The City shall provide District an annual accounting of its collection of DIF, starting a year after the Effective Date of this Agreement, that shall include City’s collection of DIF as described in this Section.

13. Wildland Fire Protection. Upon the Close of Escrow, District will assume responsibility of any Wildland Fire Protection costs associated with acreage in the Chino Hills State Park within City. This includes any revisions made to this program but includes the same type of costs and fees, including without limitation changes to the name of the program or who is responsible for administering or paying for the program.

14. Unavoidable Delay; Extension of Time of Performance. Performance by either Party under this Agreement shall not be deemed or considered to be in default, where any such default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall notify the other Party: (a) within twenty (20) days after such Party knows of any such Unavoidable Delay; and (b) within twenty (20) days after such Unavoidable Delay ceases to exist. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable

Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall in no event be longer than ninety (90) days after written notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay; provided, however, that failure to perform by a Party due to the occurrence of an Unavoidable Delay shall not constitute a breach or default of this Agreement. Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

15. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.

16. Entire Agreement. This Agreement, together with the attached exhibits and other documents specifically referred to herein, constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, or agreements, either written or oral. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY CITY OR ANY PERSON ACTING ON BEHALF OF CITY SHALL BE DEEMED VALID OR BINDING UPON CITY UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. City is not obligated by any other written or verbal statements made by City’s officials, officers, employees, consultants, attorneys, representatives or volunteers.

17. Waiver. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

18. Modification. No provision, term or clause of this Agreement may be revised, modified or amended except by an instrument in writing signed by the District and the City. The City Manager for the City and the Fire Chief for the District, in consultation with legal counsel, shall administer this Agreement on behalf of the Parties, and shall have the authority to issue interpretations, waive provisions, extend deadlines, and enter into amendments of this Agreement on behalf of the Parties so long as such actions do not substantially amend the terms of this Agreement.

19. Attorney Review. Each Party acknowledges that it has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party.

20. Notices. All notices, requests, claims, demands and other communications between the Parties shall be in writing. All notices shall be given by either (i) personal service, (ii) overnight delivery by a nationally recognized overnight delivery service, or (iii) first class, registered, or

certified U.S. Mail service to the address of the Party set forth below or such other address as either Party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth day following mailing, whichever occurs first.

TO CITY:

City of Chino Hills
Attn: City Clerk
14000 City Center Drive
Chino Hills, CA 91709

TO DISTRICT:

Chino Valley Independent Fire District
Attn: Tim Shackelford, Fire Chief
14011 City Center Drive
Chino Hills, CA 91709

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

22. Governing Law/Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California and the exclusive venue for any dispute arising out of this Agreement shall be the Superior Court for the County of San Bernardino.

23. Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement. This Agreement shall not be merged into the grant deeds and the grant deeds shall include language acknowledging this.

24. Counterparts. This Agreement may be signed in multiple counterpart originals each of which is deemed to be an original and all of which shall constitute one agreement.

25. Authority. The undersigned represent that they have full power and authority to enter into this Agreement and to bind their respective Party. Each of the undersigned further represents that its respective Party has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and the grant deeds contemplated herein.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT
IMPACT FEE AGREEMENT**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

**CITY OF CHINO HILLS,
a California municipal corporation**

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT,
a California fire protection district**

**Brian Johsz
Mayor**

(Signature)

ATTEST:

(Printed name/Title)

**Cheryl Balz
City Clerk**

(Date)

(Date)

APPROVED AS TO FORM:

**Mark D. Hensley
City Attorney**

**EXHIBIT A
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT IMPACT
FEE AGREEMENT**

LEGAL DESCRIPTION OF CITY PROPERTY

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

APN: 1030-341-68-0000

Lot 154 of Tract No. 13295, as per map recorded in Book 198 of maps, pages 35 to 44, inclusive, records of said County.

Subject to all covenants, conditions, restrictions, reservations, and rights-of-way of record.

And:

The legal description for the portion of **APN: 1017-241-28-0000** agreed to by the Parties and attached herein as Exhibit A-1.

**EXHIBIT A-1
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT
IMPACT FEE AGREEMENT**

LEGAL DESCRIPTION OF ADJOINING CITY PARCEL, APN: 1030-341-68-0000

[To be inserted by the Parties]

**EXHIBIT B
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT
IMPACT FEE AGREEMENT**

LEGAL DESCRIPTION OF EUCALYPTUS PROPERTY

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

LOT: 64 DIST: 07 CITY: CITY OF CHINO HILLS SEC/TWN/RNG/MER: SEC 16 TWP 2S RNG 8W
RANCHO SANTA ANA DEL CHINO MAP D EXTENSION PTN LOTS 63 AND 64 SEC 16 TP 2S R
8W COM AT PT IN S LI SD LOT 64 SD PT BEING C/L

APN: 1022-582-01-0000

**EXHIBIT C
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT
IMPACT FEE AGREEMENT**

FORM OF CITY PROPERTY GRANT DEED

[attached behind]

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

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: [INSERT APN]

Grant Deed

The undersigned Grantor(s) declare(s): CITY OF CHINO HILLS is exempt from property taxes. (Rev & Tax Code 11922)

Documentary transfer tax is \$ -0-.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of Chino Hills, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CITY OF CHINO HILLS, a California municipal corporation

hereby GRANT(S) to

CHINO VALLEY INDEPENDENT FIRE DISTRICT, a California fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800 et seq.)

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

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

[INSERT LEGAL DESCRIPTION]

APN: [INSERT APN]

The provisions of that certain Property Transfer and Public Facility Development Impact Fee Payment Agreement made between the CITY OF CHINO HILLS and the CHINO VALLEY INDEPENDENT FIRE DISTRICT dated _____, 20____, shall not be merged into this Grant Deed.

Dated: _____, 20____ City of Chino Hills, a California municipal corporation

By: _____

(Name)
(Title)

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 _____)

, Notary

On _____ before me, Public

(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)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from the CITY OF CHINO HILLS, as Grantor thereunder, to CHINO VALLEY INDEPENDENT FIRE DISTRICT, a California fire protection district, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of CHINO VALLEY INDEPENDENT FIRE DISTRICT, pursuant to the authority conferred by Resolution No. _____, adopted by the Board of Directors of the Chino Valley Independent Fire District on _____, 20____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____ _____

By _____
_____ (Name)
_____ (Title)

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 _____)

, Notary

On _____ before me, Public _____
(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 D
TO
PROPERTY TRANSFER AND GENERAL CITY FACILITIES DEVELOPMENT
IMPACT FEE AGREEMENT**

FORM OF EUCALYPTUS GRANT DEED

[attached behind]

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

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1022-582-01-0000

Grant Deed

The undersigned Grantor(s) declare(s): CHINO VALLEY INDEPENDENT FIRE DISTRICT is exempt from property taxes. (Rev & Tax Code 11922)

Documentary transfer tax is \$ -0-.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of Chino Hills, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CHINO VALLEY INDEPENDENT FIRE DISTRICT, a California fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800 et seq.)

hereby GRANT(S) to

CITY OF CHINO HILLS, a California municipal corporation

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

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

LOT: 64 DIST: 07 CITY: CITY OF CHINO HILLS SEC/TWN/RNG/MER: SEC 16 TWP 2S RNG 8W RANCHO SANTA ANA DEL CHINO MAP D EXTENSION PTN LOTS 63 AND 64 SEC 16 TP 2S R 8W COM AT PT IN S LI SD LOT 64 SD PT BEING C/L

APN: 1022-582-01-0000

The provisions of that certain Property Transfer and Public Facility Development Impact Fee Payment Agreement made between the CITY OF CHINO HILLS and the CHINO VALLEY INDEPENDENT FIRE DISTRICT dated _____, 20____, shall not be merged into this Grant Deed.

Dated: _____, 20____

Chino Valley Independent Fire District, a California fire protection district

By: _____

_____ (Name)

_____ (Title)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____, Notary Public
(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)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from CHINO VALLEY INDEPENDENT FIRE DISTRICT, as Grantor thereunder, to CITY OF CHINO HILLS, a California municipal corporation, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of CITY OF CHINO HILLS, pursuant to the authority conferred by Resolution No. _____, adopted by the CITY OF CHINO HILLS CITY COUNCIL on _____, 20____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____ _____

By _____
_____ (Name)
_____ (Title)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____, Notary Public
(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)