

DOCKETED

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Project Title:	California Planning Library
TN #:	247067
Document Title:	Hills For Everyone Comments - Correction of solar and wind maps in Chino Hills region re biological resources
Description:	N/A
Filer:	System
Organization:	Hills For Everyone/Claire W. Schlotterbeck
Submitter Role:	Public
Submission Date:	10/28/2022 8:37:40 AM
Docketed Date:	10/28/2022

Comment Received From: Claire W. Schlotterbeck
Submitted On: 10/28/2022
Docket Number: 22-IEPR-02

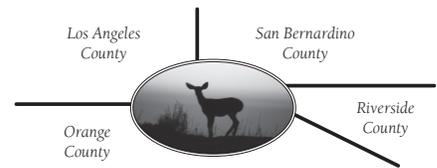
**Correction of solar and wind maps in Chino Hills region re
biological resources**

I am sending this again as I did not received any confirmation that my original submission was received.

Additional submitted attachment is included below.

H i l l s F o r E v e r y o n e

*Southern California comes
together at the Puente-Chino Hills*



October 28, 2022

Submitted via the Comment Letter Portal:

<https://efiling.energy.ca.gov/Ecomment/Ecomment.aspx?docketnumber=22-IEPR-02>

California Energy Commission (CEC)
715 P Street Sacramento
California 95814-5512

RE: Docket Unit, MS-4 Docket No. 22-IEPR-02
Comments on the Draft Staff Report for the Land-Use Screens for Electric System
Planning

To Whom It May Concern:

Hills For Everyone (HFE) is a regional non-profit organization that founded Chino Hills State Park (CHSP). Our work has and will continue to be focused on the preservation of natural lands in the Puente-Chino Hills Wildlife Corridor which spans from the 605 and 60 Freeways in Whittier across four Southern California Counties to the 91 and 71 Freeways in Corona. To date over 19,000 acres of protected lands exist within the Wildlife Corridor as a preserve with additional acreage conserved by neighboring cities.

We are in receipt of the Draft Staff Report for the Land-Use Screens for Electric System Planning and offer our comments on potential wind and energy siting within the Puente-Chino Hills Wildlife Corridor. In short, we'd like to bring your attention to five solar energy and one wind energy site outlined as viable locations in your Land-Use Screen 1 (Solar & Wind) Maps. We disagree with the categorization and provide justification for their entire removal from these screening maps as detailed below.

POTENTIAL SOLAR SITES

It is our understanding that the base potential maps were developed to include all possible solar photovoltaic sites in California. This base map had three screens applied to filter and therefore exclude certain lands. Land-Use Screen 1 Maps filter state policy priorities including: sustaining agriculture and protecting natural lands that support biodiversity (Draft Staff Report, pg. 17), but leave remaining potential energy sites on the map.

Protected Lands Wrongly Assigned Solar Energy Potential

City of Chino Hills (3 sites)

It is with this in mind, that we contest the inclusion of three locations on the Solar Photovoltaic Land-Use Screen 1 Map that presently are in protected status via ownership by the City of Chino Hills. Many of these lands were preserved as mitigation for development in the City and this designation thereby precludes them from future land use changes.

See **Attachment 1**:

- Location A – West side of CHSP Entrance
- Location B – East side of CHSP Entrance
- Location C – East of CHSP, west of the 71 Freeway

Proof of this conserved status is in two locations:

1. The [City of Chino Hills Public Maps Viewer](#)
Attachment 2 includes a screen capture of the Maps Viewer showing the land is public open space.
2. The [California Protected Areas Database](#) (CPAD)
Attachment 3 shows the lands protected as “City Ownership.”

We request removal of Locations A, B, and C as a potential solar photovoltaic energy sites.

Tres Hermanos Conservation Authority Lands (1 site)

We also contest the inclusion of one location on the solar photovoltaic Land-Use Screen 1 Map that is protected through a joint-powers authority (JPA) called the Tres Hermanos Conservation Authority (THCA). This JPA is made up of the Cities of Chino Hills, Diamond Bar, and Industry.

See **Attachment 1**:

- Location D – Tres Hermanos Ranch lands in the City of Chino Hills

Proof of this conserved status is in three locations:

1. The [Tres Hermanos Ranch Website](#)
Attachment 4 provides context for the location from a map provided by the City of Diamond Bar—one of the member agencies to THCA.
2. TCHA Resolution (2019-01)
Attachment 5 shows the intent behind the re-formation of THCA to be “overall conservation, use and the potential improvement of the Ranch through collaboration of its Members.”
3. The Purchase and Sale Agreement and Joint Escrow Instructions
Attachment 6 shows the Restrictive Covenants (Section 9) on the land as “open space, public uses, and preservation uses.” (Purchase and Sale Agreement, p. 10)

We request removal of Location D as a potential solar photovoltaic energy site.

Soon to Be Protected Lands Wrongly Assigned Solar Energy Potential

First National Investment Properties (1 site)

While we understand the intent behind determining potential siting locations for energy infrastructure, we believe it important to acknowledge that one of the proposed locations includes lands the California Department of Parks and Recreation (CDPR), The Conservation Fund, and our organization are actively conserving. These lands include ridgelines that have been on the acquisition wish list since CHSP's inception.

See **Attachment 1**:

- Location E – First National Investment Properties

Proof of this conservation action/intent includes:

1. [SB 266](#) (Chino Hills State Park Expansion Bill)

Attachment 7 includes a law chaptered in 2021 when it was signed by Governor Newsom that requires CDPR to add 1,530 acres into CHSP. These lands are included in that legislation. A map of the SB 266 lands is included as **Attachment 8**.

2. CHSP General Plan

Attachment 9 includes portions of the 115-page CHSP General Plan, adopted in 1999, which identifies conservation priorities for the State Park, including protection of adjacent ridgeline lands. See the following excerpted pages:

- Existing Conditions & Issues: Aesthetic Resources demonstrates an emphasis on acquiring the ridgelines (p. 35)
- Existing Conditions & Issues: Resource Management & Protection – Biocorridors and Core Habitat Areas shows a focus on protecting the ridgelines (p. 43 & 44)
- Parkwide Management Goals & Guidelines: Visitor Use & Development – Acquisitions emphasize inclusion of the ridgelines, watersheds, and buffer areas (pp. 71 & 72)

We request removal of Location E as a potential solar photovoltaic energy site.

POTENTIAL WIND SITES

It is our understanding that the base potential maps were developed to include all possible wind energy sites in California. This base map had three screens applied to filter and therefore exclude certain lands. Land-Use Screen 1 Maps filter state policy priorities including: sustaining agriculture and protecting natural lands that support biodiversity (Draft Staff Report, pg. 17), but leave remaining potential energy sites on the map.

Soon to be Protected Lands Wrongly Assigned Wind Energy Potential

First National Investment Properties (1 site)

Similar to our comments above on this same property, the subject land is in the process of being conserved and a potential wind energy site has been located on the land. The reasons described above in the solar maps apply to the wind energy maps as well.

See **Attachment 10:**

- Location F – First National Investment Properties

We request removal of Location F as a potential wind energy site.

Should you have any questions about our comments, please contact me directly at (714) 996-1572.

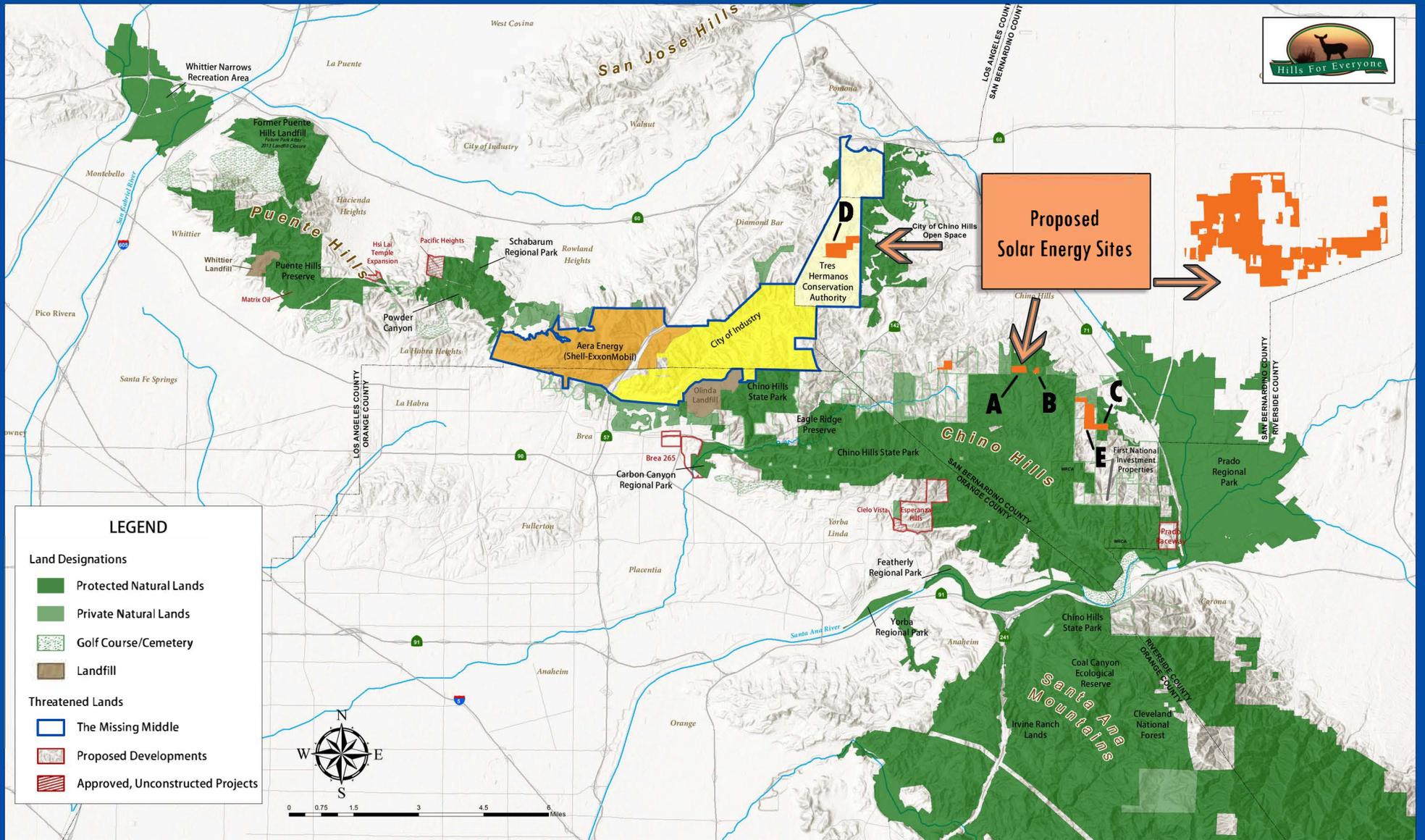
Sincerely,

Claire Schlotterbeck

Claire Schlotterbeck
Executive Director

Attachments: 1 – Areas Targeted for Solar PV Installation in the Puente-Chino Hills
 2 – City of Chino Hills Map Viewer (General Plan Designation)
 3 – California Protected Areas Database
 4 – Tres Hermanos Map
 5 – THCA Resolution 2019-01
 6 – THCA Purchase and Sale Agreement and Joint Escrow Instructions
 7 – SB 266 (Chino Hills State Park Expansion Bill)
 8 – SB 266 Map of Included Lands
 9 – CHSP General Plan excerpts
 10 – Areas Targeted for Wind Energy Installation in the Puente-Chino Hills

Areas Targeted for PV Solar Installation in the Puente-Chino Hills



Data Provided by First American Title.
Last Updated October 2022

Projection: Lambert Conformal Conic
Datum: North American 1983
Scale: 1:60,000

City of Chino Hills Map Viewer

The screenshot displays the City of Chino Hills Map Viewer interface. At the top left is the Chino Hills California logo. Below it is a navigation toolbar with icons for Pan, Full Extent, Zoom In, Zoom Out, Previous Extent, Next Extent, and Bookmarks. A 'Layers' panel on the left lists various map layers, with 'PUBLIC OPEN SPACE' highlighted by a red box and a red arrow. The main map area shows a land use map with various colored zones and labels such as 'STATE PARK', 'PUBLIC OPEN SPACE', 'PRIVATE OPEN SPACE', 'COMMERCIAL RECREATION', 'RURAL RESIDENTIAL', 'HIGH DENSITY RESIDENTIAL', 'VERY HIGH DENSITY RESIDENTIAL', 'COMMERCIAL', 'INSTITUTIONAL / PUBLIC FACILITY', 'MEDIUM DENSITY RESIDENTIAL', 'LOW DENSITY RESIDENTIAL', and 'AGRICULTURE / RANCHES'. Three white circles labeled 'A', 'B', and 'C' are placed on the map. A scale bar at the bottom indicates 0, 0.3, and 0.6 miles. The footer text reads 'County of Los Angeles, San Bernardino County, Bureau of Land Management'.

Layers Panel:

- COMMERCIAL RECREATION
- PUBLIC PARK**
- PRIVATE OPEN SPACE
- PUBLIC OPEN SPACE** ←
- CHINO HILLS STATE PARK
- Horse Properties
- Landscape and Lighting Districts
- Tracts
- Zoning
- PD Planned Developments
- SP Specific Plans
- Community Information
- Find Your Districts
- Business Centers
- 2019 2 inch

Map Labels:

- COMMERCIAL RECREATION
- PRIVATE OPEN SPACE
- PUBLIC OPEN SPACE
- RURAL RESIDENTIAL
- STATE PARK
- HIGH DENSITY RESIDENTIAL
- VERY HIGH DENSITY RESIDENTIAL
- COMMERCIAL
- INSTITUTIONAL / PUBLIC FACILITY
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- AGRICULTURE / RANCHES

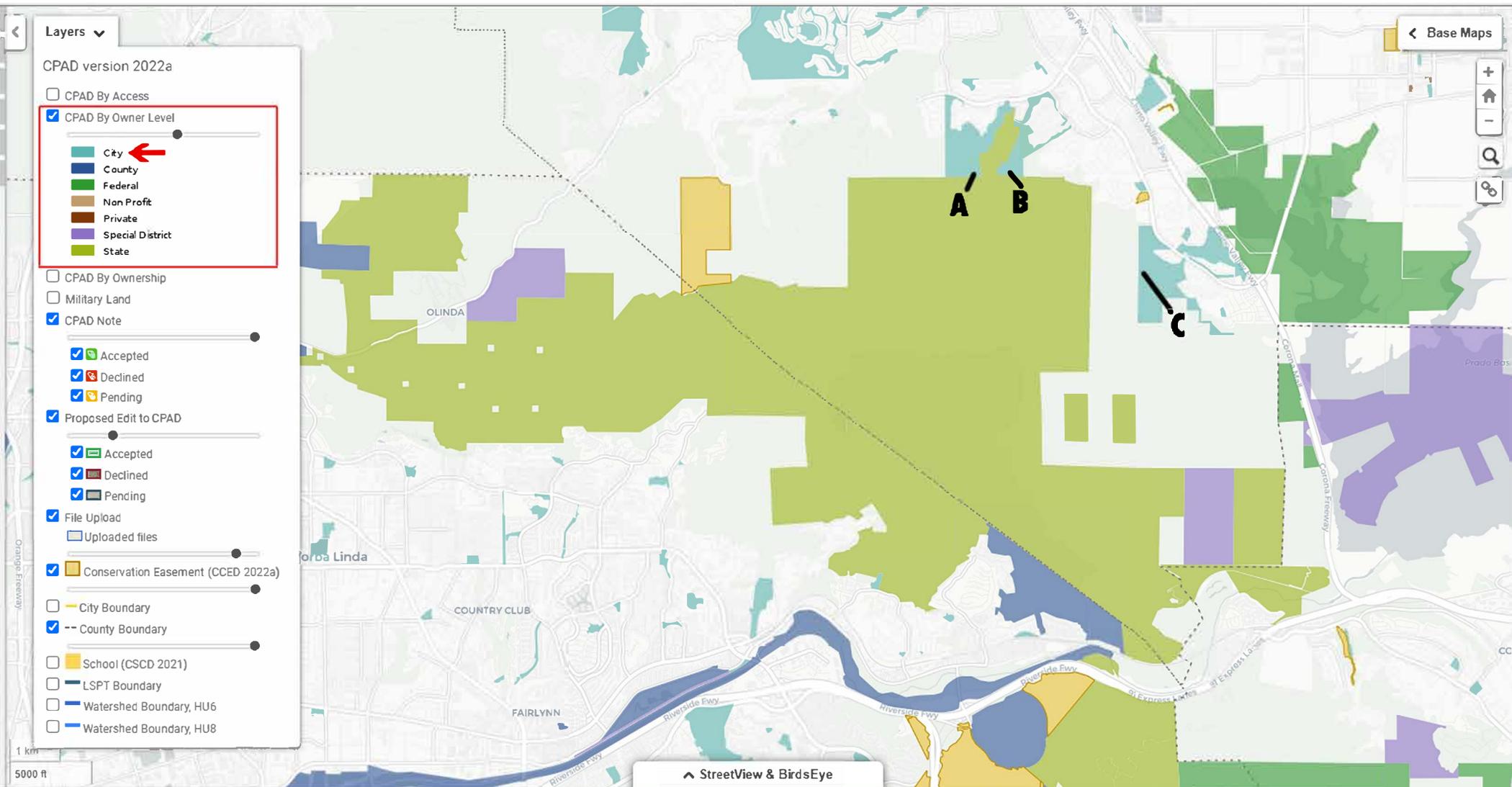
Navigation Tools: Pan, Full Extent, Zoom In, Zoom Out, Previous Extent, Next Extent, Bookmarks

Scale: 0 0.3 0.6mi

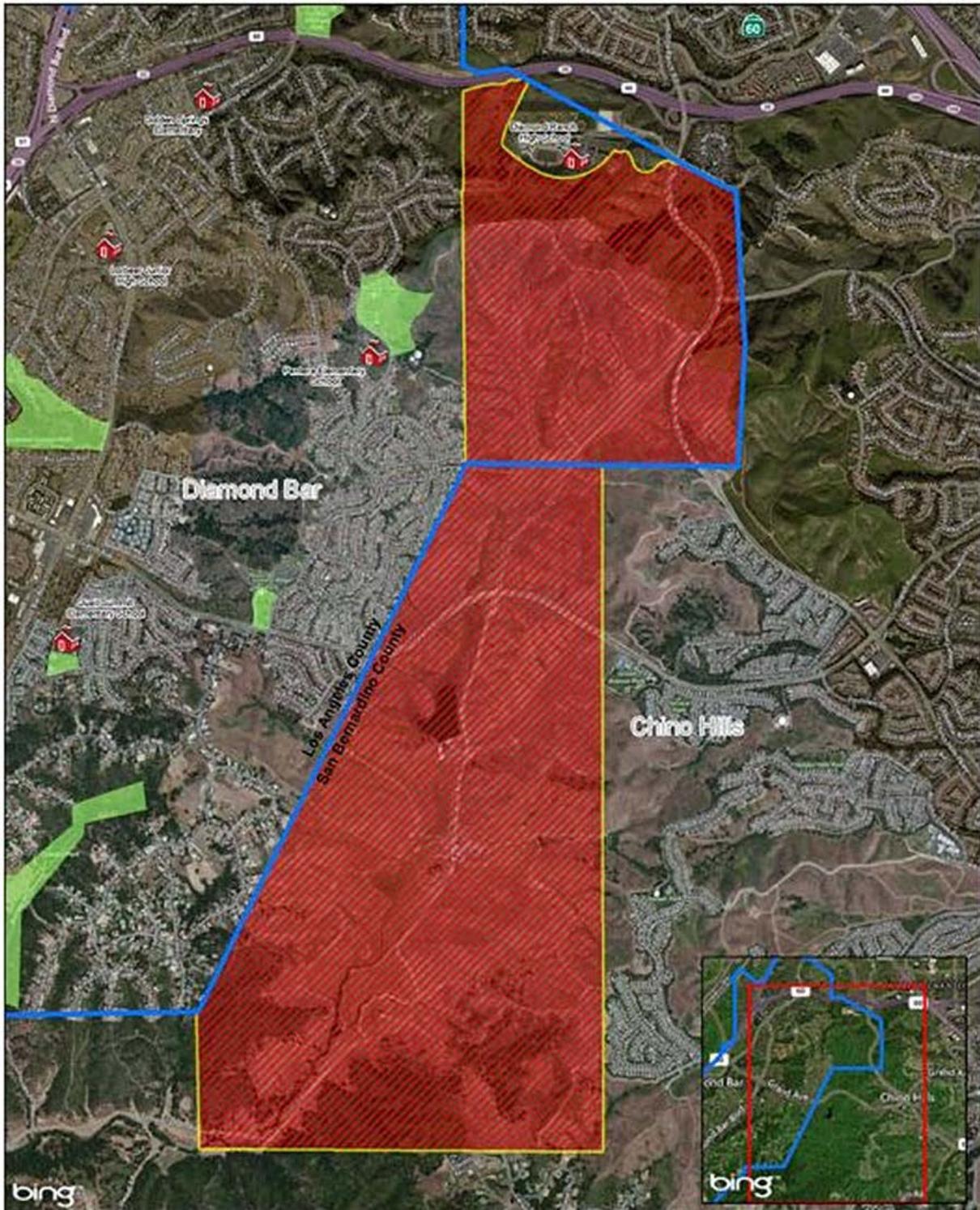
Footer: County of Los Angeles, San Bernardino County, Bureau of Land Management

California Protected Areas Database

MapCollaborator Editor



Tres Hermanos



-  Tres Hermanos
-  City Boundary
-  Parks
-  Schools



CITY OF
DIAMOND BAR
CALIFORNIA

0 2,500 5,000
Feet

RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH THE CITY OF INDUSTRY TO ACQUIRE THE TRES HERMANOS RANCH PROPERTY AND NOTICE OF CEQA EXEMPTION REGARDING SAME

WHEREAS, the Successor Agency to the Industry Urban-Development Agency (the "Industry Successor Agency") is the owner of certain real property which consists of Assessor Parcel Numbers: 8701-021-271, 8701-022-270 and 8701-022-273 in Los Angeles County, and 1000-011-19, 1000-011-20, 1000-011-21, 1000-011-22, 1000-021-13, 1000-021-14, 1000-031-14 and 1000-031-15 in San Bernardino County, commonly known as, and hereinafter referred to as, "Tres Hermanos Ranch;" and

WHEREAS, the Oversight Board of the Industry Successor Agency (the "Oversight Board") was established pursuant to California Health and Safety Code Section 34179 to review and make determinations regarding various actions taken by the Industry Successor Agency; and

WHEREAS, the Industry Successor Agency and Oversight Board approved the sale of Tres Hermanos Ranch to the City of Industry in the amount of \$41,650,000, and required as a condition of such approval that a deed restriction limiting the use of the Tres Hermanos Ranch to open space, public use, or preservation be included in the grant deed conveying Tres Hermanos Ranch from the Industry Successor Agency to the City of Industry (the "Deed Restriction"); and

WHEREAS, at special meetings held on February 5, 2019, the cities of Chino Hills, Diamond Bar, and Industry (collectively, the "Cities") approved the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement ("Tres Hermanos JPA"); and

WHEREAS, as is further set forth in that certain Settlement Agreement and Mutual Releases ("Settlement Agreement"), which is attached to this Resolution as Exhibit "1D" (without exhibits) the Cities and other parties resolved or conditionally resolved certain lawsuits filed by Chino Hills and Diamond Bar relating to Tres Hermanos Ranch; and

WHEREAS, the Settlement Agreement provides, among other things, that once the City of Industry acquires Tres Hermanos Ranch from the Successor Agency, the City of Industry shall immediately transfer title of Tres Hermanos Ranch to the Tres Hermanos Conservation Authority ("Conservation Authority") consistent with that certain Purchase and Sale Agreement/Escrow Instructions relating to Tres Hermanos Ranch.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Conservation Authority as follows:

Section 1. Recitals. The Board of Directors finds the recitals set forth in this Resolution to be true and correct and are incorporated herein by reference.

Section 2. Purchase and Sale Agreement/Joint Escrow Instructions. The Board of Directors approves that certain "Purchase and Sale Agreement and Joint Escrow Instructions (Tres Hermanos Ranch)", a true and correct copy of which is attached to this Resolution as Exhibit "1" (the "Purchase and Sale Agreement"), and authorizes the Deputy Executive Director of the Conservation Authority to execute same and to execute such other documents and take such further actions as may be necessary that are consistent with, and may be necessary to make effective and implement, the Purchase and Sale Agreement.

Section 3. Environmental Determination.

A. Pursuant to the Purchase and Sale Agreement the City of Industry will transfer the Tres Hermanos Ranch to the Conservation Authority subject to the Deed Restriction.

B. The Tres Hermanos Ranch includes approximately 2,445 acres of land, approximately 1,750 acres of which are located within the jurisdiction of the City of Chino Hills ("Chino Hills") and approximately 695 acres of which are located within the jurisdiction of the City of Diamond Bar ("Diamond Bar"). Tres Hermanos Ranch is primarily open space, with ancillary uses such as the Arnold Reservoir, residences for caretakers and cattle grazing. For over 40 years, Tres Hermanos Ranch has been owned by either the City of Industry, the Industry Urban-Development Agency or the Industry Successor Agency.

C. As set forth in the general plans of Diamond Bar and Chino Hills, Tres Hermanos Ranch consists of non-native grasslands used primarily for grazing and agriculture, a freshwater emergent wetland, Southern Willow Scrub, pockets of Coastal Sage Scrub, considered sensitive habitat by the California Department of Fish and Wildlife, Sycamore Alluvial Woodland and Coast Live Oak Woodland. In addition, the Chino Hills General Plan has identified the Western Pond Turtle as existing in proximity to the Arnold Reservoir and as a State species of concern. It also identifies several potential historical resources such as structures and/or artifacts associated with the Tres Hermanos Adobe, a multi-arch dam and the Arnold Reservoir. Although public access to Tres Hermanos Ranch has been limited, it is believed that Tres Hermanos Ranch is home to mule deer, mountain lions, bobcats and other animal and bird species native to this part of Southern California.

D. The Tres Hermanos Ranch will be transferred to the Conservation Authority subject to the Deed Restriction. As set forth in the Tres Hermanos JPA, the general purpose of the Conservation Authority is to "... coordinate the overall conservation, use

and potential improvement of the Ranch through collaboration by its Members....” As set forth more fully in the Tres Hermanos JPA, any proposed use of Tres Hermanos Ranch will require the approval of the Conservation Authority’s Board of Directors and must be consistent, as applicable, with the land use and zoning laws of Chino Hills and Diamond Bar, as well as the Deed Restriction. The Tres Hermanos JPA provides that the Conservation Authority will operate, repair and maintain Tres Hermanos Ranch and existing tangible property or facilities located thereon, in accordance with the Conservation Authority’s general purpose and the Deed Restriction. Administration of the Conservation Authority and funding therefore will be shared obligations of the Cities, which also comprise all the Members of the Conservation Authority.

E. There are no proposed new uses, new improvements or major alterations contemplated on the Tres Hermanos Ranch for the foreseeable future.

F. In considering this Resolution, the staff report, and all other documents, oral testimony and other evidence presented at the hearing on this Resolution, the Board of Directors finds that, consistent with the preceding discussion in this Resolution, the Board of Director’s adoption of this Resolution approving the Purchase and Sale Agreement is categorically exempt from the California Environmental Quality Act ("CEQA") for the following reasons. First, approval of this Resolution and the Purchase and Sale Agreement will result in (1) the transfer of ownership interests of Tres Hermanos Ranch to the Conversation Authority in order to preserve open space, habitat, or historical resources; (2) the acquisition, sale, and transfer of Tres Hermanos Ranch to preserve the existing natural conditions, including plant or animal habitats; and (3) the acquisition, sale, and transfer of Tres Hermanos to preserve open space or lands for park and/or recreational purposes, and as such, is categorically exempt from CEQA review pursuant to California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines"), Section 15325. This finding is supported by the findings in this Resolution and specifically, the findings set forth in Section 3, subparagraphs A-D. Second, approval of this Resolution and the Purchase and Sale Agreement will result in the operation, repair, maintenance or minor alteration of existing public structures, facilities, mechanical equipment or topographical features, with negligible or no expansion of the existing uses, which approval is categorically exempt from CEQA review pursuant to CEQA Guidelines Section 15301. This finding is supported by the findings in this Resolution and specifically the findings in Section 3, subparagraphs D and E herein. Based on the foregoing, the Board of Directors directs Staff to file a Notice of Exemption upon the adoption of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2019.

By: 
Printed Name: Cory C. Moss
Title: Chair, Board of Directors
Tres Hermanos Conservation Authority

Dated: February 7, 2019.

ATTEST:

I, Julie Gutierrez-Robles, Secretary of the Tres Hermanos Conservation Authority, do hereby certify that the foregoing Resolution was duly and regularly passed, approved and adopted by the Board of Directors of the Tres Hermanos Conservation Authority, at its special meeting held on the 7th day of February 2019, by the following Roll Call vote:

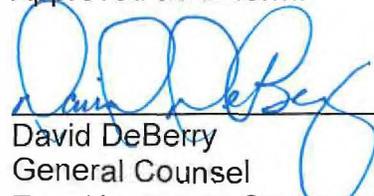
AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:


Julie Gutierrez-Robles
Secretary
Tres Hermanos Conservation Authority

Attachments:

Exhibit 1: Purchase and Sale Agreement/Joint Escrow Instructions

Approved as to form:


David DeBerry
General Counsel
Tres Hermanos Conservation Authority

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(TRES HERMANOS RANCH)**

This Purchase and Sale Agreement and Joint Escrow Instructions (Tres Hermanos Ranch) (this "**Agreement**"), dated as of February 7, 2019 (the "**Effective Date**"), is entered into by and between the **CITY OF INDUSTRY**, a municipal corporation ("**Seller**" or "**Industry**"), and the **TRES HERMANOS CONSERVATION AUTHORITY**, a joint exercise of powers authority established pursuant to Section 6500 et seq. of the California Government Code ("**Buyer**"), which authority is comprised of the City of Chino Hills ("**Chino Hills**"), the City of Diamond Bar ("**Diamond Bar**") and Industry (Seller and Buyer are hereinafter sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**"), with reference to the following facts:

RECITALS

A. Seller is in escrow (the "**First Escrow**") with First American Title Insurance Company (Escrow No. NCS-885653) to purchase that certain real property commonly known as Tres Hermanos Ranch, which consists of the following APNs: 8701-021-271, 8701-022-270 and 8701-022-273 (Los Angeles County) and 1000-011-19, 1000-011-20, 1000-011-21 and 1000-011-22, 1000-021-13 and 1000-021-14, 1000-031-14 and 1000-031-15 (San Bernardino County), as more particularly described on **Exhibit A** attached hereto, together with all of Seller's right, title and interest in and to any and all hereditaments, appurtenances, rights, permits, licenses, privileges, development rights and easements relating to such land, including without limitation Seller's right, title and interest in and to all streets, alleys and rights-of-way in, on, across, in front of, abutting or adjoining such real property and all water rights and mineral rights (collectively, the "**Land**").

B. On or about August 24, 2017, the Oversight Board (the "**Oversight Board**") of the Successor Agency approved Seller's purchase of the Property via adoption of Resolution No. OB 2017-05, for the total purchase price of \$41,650,000.

C. Seller, the City Council of the City of Industry (the "**Industry City Council**"), the Successor Agency, the Board of Directors of the Successor Agency to the Industry-Urban Development Agency, Chino Hills and Diamond Bar have entered into that certain Settlement Agreement and Mutual Releases (the "**Settlement Agreement**") dated as of February 5, 2019, an unexecuted copy of which (without exhibits) is attached hereto as **Exhibit D**, pursuant to which Chino Hills and Diamond Bar have agreed to dismiss certain lawsuits filed by Chino Hills and Diamond Bar against Seller, the Successor Agency and other parties relating to the Land upon the satisfaction of specified conditions precedent, including without limitation the execution of this Agreement and the transfer of the Property (as defined in Section 1, below) to Buyer pursuant to the terms and conditions hereof.

D. Therefore, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, the following property (collectively, the "**Property**"): (a) the Land ; and (b) all buildings, fixtures, structures, parking areas, landscaping and other improvements located on the Land (the "**Improvements**").

2. PURCHASE PRICE AND INDEPENDENT CONSIDERATION.

A. Purchase Price. The purchase price for the Property shall be Forty-One Million Six Hundred Fifty Thousand Dollars (\$41,650,000.00) (the "**Purchase Price**"), of which (a) Industry shall be credited with a payment of \$37,485,000.00, (b) Diamond Bar shall pay \$1,205,033.00 and (c) the Chino Hills shall pay \$2,959,967.00 (each, a "**Payment**" and, collectively, the "**Payments**"). With the exception of Industry's credit, the Payments shall be deposited into the Escrow (as defined in Section 3.A, below) at least one (1) business day prior to the Close of Escrow (as defined in Section 3.C, below) and the Purchase Price shall be paid to Seller in cash at the Close of Escrow. Notwithstanding the above, if any of the conditions precedent to closing set forth in Section 5, below, are not satisfied or waived, by the applicable Party and the Close of Escrow fails to occur as a result thereof, the Payments shall be fully refundable, and shall be refunded, to Chino Hills and Diamond Bar.

B. Independent Consideration. Upon the execution of this Agreement, Buyer shall pay the sum of One Hundred Dollars (\$100.00) (the "**Independent Consideration**") to Seller, which shall be completely nonrefundable to Buyer in all events, it being the intent of the Parties to recognize that such amount has been bargained for and agreed to as independent consideration for Buyer's exclusive right to purchase the Property and for Seller's execution and delivery of this Agreement.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow (the "**Escrow**") at the offices of First American Title Insurance Company ("**Escrow Holder**"). The principal office of Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Email: pbeverly@firstam.com. Upon mutual execution of this Agreement, Buyer and Seller shall deliver three fully executed originals of this Agreement to Escrow Holder and Escrow Holder shall promptly execute the attached Acceptance of Joint Escrow Instructions and shall thereupon be empowered to act under this Agreement and shall thereafter carry out its duties as Escrow Holder hereunder. The purchase and sale of the Property shall be completed through the Escrow. This Agreement, together with the provisions of **Exhibit B** attached hereto, shall constitute joint escrow instructions to Escrow Holder in connection with the Escrow. In the event of any inconsistency between the provisions in the main body of this Agreement and the provisions of **Exhibit B**, the provisions in the main body of this Agreement shall prevail.

B. Additional Instructions. Buyer and Seller hereby agree to execute such additional instructions not inconsistent with this Agreement as may be reasonably required by Escrow Holder in order to perform its obligations as Escrow Holder hereunder.

C. Closing of Escrow. The Escrow shall close (the "**Close of Escrow**") on or before February 13, 2019, after satisfaction of the conditions precedent to closing set forth in Sections 4, below, unless otherwise extended in writing by the Parties (the "**Closing Deadline**"). For purposes of this Agreement, the Close of Escrow shall mean the date on which the Grant Deeds (as defined in Section 5.A(iii), below) are recorded in the Los Angeles County Recorder's Office and the San Bernardino County Recorder's Office (the "**Official Records**").

4. **TITLE INSURANCE.**

A. Title Pro Forma. Buyer acknowledges receipt on February 7, 2019 of final pro forma policy No. 885653 for the Property (the "**Title Pro Forma**") prepared by First American Title Insurance Company (the "**Title Company**"). In the event that the Title Company delivers any supplement to the Title Pro Forma to Buyer after the date of this Agreement that includes any new title matter affecting the Property ("**New Title Matter**") that is not set forth in the original Title Pro Forma and would (i) have a material adverse effect on the value or contemplated use of the Property, then Buyer shall have the right to object to any such New Title Matter(s) within five business (5) days following Buyer's receipt of such supplemental title report by written notice to Seller and Escrow Holder, provided that (A) any New Title Matter that is a monetary lien encumbering all or a portion of the Property is deemed disapproved and (B) the Closing Deadline shall be extended as necessary to accommodate such five (5) business-day objection period and a period of five (5) business days thereafter for Seller to respond to any objection by Buyer. In the event that such New Title Matter(s) are not removed, or modified or endorsed in a manner reasonably acceptable to Buyer, prior to the Close of Escrow, Buyer shall have the right either to (A) waive its objection to such New Title Matter(s), in which case such New Title Matter(s) shall be conclusively deemed approved, or (B) cancel the Escrow by written notice to Seller and Escrow Holder, in which case the provisions in the final sentence of Section 2.A, above, and the final paragraph of Section 5.B, above, shall apply.

B. Title Insurance. Prior to the Close of Escrow, Buyer shall obtain from the Title Company an irrevocable and unqualified commitment to deliver to Buyer at the Close of Escrow an ALTA owner's extended coverage policy of title insurance, including the endorsements in the Title Pro Forma (the "**Title Policy**"), naming Buyer as insured, with a liability amount equal to the Purchase Price, showing title to the Property to be vested in Buyer, subject only to (a) the exceptions shown on the Title Pro Forma, (b) any New Title Matter(s) approved by Buyer pursuant to Section 4.A, above, (c) matters of title suffered or created by or with the written consent of Buyer and (d) the standard printed exceptions to coverage contained in the Title Policy (collectively, the "**Approved Exceptions**"). The Title Policy shall be conclusive evidence of good and indefeasible title as to all matters insured thereby. Escrow Holder shall provide the original Title Policy to Seller. Seller agrees to execute the Title Company's standard owner's affidavit if and to the extent required by the Title Company with respect to the issuance of the Title Policy.

5. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. The Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to the Close of Escrow:

(i) Seller's Acquisition of the Property. Seller shall have acquired fee title to the Property prior to the Close of Escrow.

(ii) Title Insurance. The Title Company shall have satisfied the condition relating to the Title Policy set forth in Section 4.B, above.

(iii) Delivery of Grant Deeds. Not less than one (1) business day prior to the Close of Escrow, Seller shall have deposited into the Escrow, two (2) originals of the Grant Deed in the form attached hereto as Exhibit C, each duly executed and acknowledged by Seller and in recordable form (collectively the "**Grant Deeds**" and each individually, a "**Grant Deed**").

(iv) Delivery of Additional Documents. Buyer shall have timely delivered to Escrow Holder such other instruments and documents that may be reasonably required by Escrow Holder to transfer the Property to Buyer.

(v) No Default. Seller shall not be in material default of Seller's obligations under this Agreement.

(vi) Representations and Warranties. All of the representations and warranties made by Seller in this Agreement or in any document, instrument or certificate that shall be delivered by Seller to Buyer under this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(vii) No Material Adverse Change. Following the execution of this Agreement, and until the Close of Escrow, no change shall have occurred with respect to the physical condition of the Property that (a) could have a material adverse effect on the value of the Property or its contemplated use or (b) renders untrue any representation or warranty of Seller under this Agreement in a material respect.

If any of the conditions precedent to Buyer's obligations set forth above fail to occur at or before the Close of Escrow through no fault of Buyer, then Buyer may either (A) waive such condition and proceed to close the Escrow or (B) cancel the Escrow and terminate this Agreement by written notice to Seller and Escrow Holder, in which case Escrow Holder shall return all of the Payments it has received, together with all interest earned thereon, to the parties who deposited the Payments into the Escrow.

B. Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement are subject to the satisfaction of the following conditions precedent at or prior to the Close of Escrow:

(i) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into the Escrow on or before the Closing Deadline.

(ii) Delivery of Certificate of Acceptance. Not less than one (1) business day prior to the Close of Escrow, Buyer shall have deposited into Escrow two originals of a certificate of acceptance in the form included in Exhibit C attached hereto, duly executed by Buyer.

(iii) Representations and Warranties. All of the representations and warranties made by Buyer in this Agreement or in any document, instrument or certificate that shall be delivered by Buyer to Seller under this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(iv) Delivery of Additional Documents. Buyer shall have timely delivered to Escrow Holder such other instruments and documents that may be reasonably required by Escrow Holder to transfer the Property to Buyer.

If any of the conditions precedent to Seller's obligations set forth above fail to occur at or before the Close of Escrow through no fault of Seller, then Seller may either (A) waive such condition and proceed to close the Escrow or (B) cancel the Escrow and terminate this Agreement by written notice to Buyer and Escrow Holder, in which case Escrow Holder shall return all of the Payments it has received, together with all interest earned thereon, to the parties who deposited the Payments into the Escrow.

6. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby, (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby, and (iii) no consent of any other party is required for Buyer to execute this Agreement and the instruments referenced herein and consummate the transaction contemplated herein.

B. Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required for Seller to execute this Agreement and the instruments referenced herein and consummate the transaction contemplated herein.

C. Buyer hereby represents and warrants to Seller that the execution, delivery and performance of this Agreement by Buyer does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (i) the joint powers agreement of Buyer, (ii) any applicable Law (as defined in Section 6.E, below) binding upon or applicable to Buyer or (iii) any material agreement to which Buyer is a party.

D. Seller hereby represents and warrants to Buyer that the execution, delivery and performance of this Agreement by Seller does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (i) the charter or incorporation documents of Seller, (ii) any applicable law binding upon or applicable to Seller or (iii) any material agreement to which Seller is a party.

E. Seller hereby represents and warrants to Buyer that (i) Seller has not released any Hazardous Materials (as defined below) on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials on the Property, (iii) Seller has not received any notice of any actual or alleged violation of any federal, State or local law, ordinance, rule, regulation or order ("**Law**") from any governmental authority pertaining to the Property, or any investigation relating thereto. and (iv) Seller does not have in its possession or control any report or study with respect to the environmental condition of the Property. For purposes of this Agreement, the term "**Hazardous Materials**" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

F. Seller hereby represents and warrants to Buyer that, other than the Approved Exceptions, (i) the only current occupants of the Property are Sherry Woods and Honorio Estrada Macias and his family (the "**Current Occupants**"), who occupy the Property based on non-written arrangements with the Successor Agency, (ii) the Property is not encumbered by any options to purchase, rights of first refusal or contracts for lease or sale of the Property, (iii) there are no liens or claims against the Property, (iv) there are no agreements that will affect the Property or bind Buyer following the Close of Escrow, and (v) there is no actual or threatened (in writing) litigation, proceeding, claim, appeal or arbitration against the Successor Agency or Seller that would, if adversely determined, materially and adversely affect Seller's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby.

G. Seller hereby represents and warrants to Buyer that Seller has not entered into any contract or other agreement with San Gabriel Valley Water and Power, LLC or any affiliate or member thereof relating to the Property, other than that certain Master Ground Lease dated as of May 17, 2016 and four (4) amendments thereto dated as of November 15, 2016, April 13, 2017, May 23, 2017 and June 30, 2017 (as amended, the "**Master Lease**"). It is acknowledged that, as required by the Master Lease, the Property was not acquired by Seller on or before December 31, 2018, and the Parties therefore believe that the Property cannot be added to the real property subject to the Master Lease.

H. The respective representations and warranties made by Seller and Buyer in this Section 6 shall survive the Close of Escrow for a period of two (2) years and shall not merge into the Grant Deeds. Each of the representations and warranties of Seller and Buyer that is to survive the Close of Escrow shall be deemed remade as of the Close of Escrow.

I. Subject to the two-year limitation on the survival of the representations and warranties specified in Section 6.G, above, Seller shall indemnify, defend, reimburse and hold harmless Buyer from and against any and all claims, demands, losses, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees and costs, whether or not any action is filed or prosecuted) arising from or relating to any untruth of any of the representations and warranties made by Seller pursuant to Section 6.G, above.

J. Subject to the two-year limitation on the survival of the representations and warranties specified in Section 6.G, above, Buyer shall indemnify, defend, reimburse and hold harmless Seller from and against any and all claims, demands, losses, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees and costs, whether or not any action is filed or prosecuted) arising from or relating to any untruth of any of the representations and warranties made by Buyer pursuant to Section 6.G, above.

7. CONDITION OF PROPERTY. Except as otherwise expressly and specifically provided in this Agreement, the Property shall be conveyed from Seller to Buyer on an "AS IS" condition and basis with all faults and Buyer agrees that Seller has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, Buyer and anyone claiming by, through or under Buyer hereby waives its right to recover from and fully and irrevocably releases Seller, its respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the City's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that Buyer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 7, excepting in all cases those costs, losses, liabilities, damages, expenses, actions and causes of action arising from or related to (a) a material matter known to Seller and not disclosed to Buyer, (b) a default by Seller under this Agreement, (c) the untruth of any representation and warranty by Seller to Buyer in Section 6, above, in any material respect or (d) the gross negligence or willful misconduct of Seller. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of the Released Parties. Subject to the limitations with respect to the release at the end of the first sentence of this Section, if the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of Buyer to take such action as may be necessary to place the Property in a condition suitable for the intended use. Except as otherwise expressly and specifically provided in this Agreement (which exception includes the representations and warranties of Seller in Section 6, above) and without limiting the generality of the foregoing, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE FOLLOWING: (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY;

(iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; AND (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Buyer's Initials _____

The waivers and releases by Seller herein contained shall survive the Close of Escrow and the recordation of the Grant Deeds and shall not be deemed merged into the Grant Deeds upon their recordation.

8. CLOSE OF ESCROW.

A. Delivery of Documents and Payment. Not less than one (1) business day prior to the Close of Escrow, Seller and Buyer shall deposit into Escrow the documents described in Section 5, above. Escrow Holder shall deliver to Seller the Purchase Price when (i) Escrow Holder has recorded the Grant Deeds in the Official Records, (ii) the Title Company is prepared to issue to Buyer the Title Policy as provided in Section 4.B, above, and (3) all of the conditions precedent specified in Section 5, above, have been satisfied or waived.

B. Recordation and Delivery. At the Close of Escrow, Escrow Holder shall (i) record or cause to be recorded the Grant Deeds in the Official Records, (ii) deliver the Title Policy as provided in Section 4.B, above, (iii) disburse all Payments deposited with Escrow Holder in payment of the Purchase Price and related closing and other costs associated with the Escrow, (iv) deliver or cause to be delivered to Seller conformed copies of the recorded Grant Deeds, and (v) deliver or cause to be delivered to Buyer conformed copies of the recorded Grant Deeds.

C. Obligation to Refrain from Discrimination. Seller covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and Seller (itself or any person claiming under or through Seller) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, upon the Close of Escrow, the City shall be relieved of any further responsibility under this Section 8.C as to the Property.

D. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale for all or any portion of the Property shall contain the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(iii) In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

9. **RESTRICTIVE COVENANTS.** Buyer's use of the Property shall be limited to open space, public uses and preservation uses. The foregoing restrictive covenant shall (i) remain in effect in perpetuity, (ii) be binding on the Property and Buyer and its successors and assigns and (iii) be set forth with particularity in any document of transfer or conveyance by Buyer.

10. ENVIRONMENTAL INDEMNITIES.

A. Buyer's Indemnity. Buyer shall indemnify, defend, reimburse and hold harmless Seller from and against any and all Environmental Damages (as defined below) arising from or relating to (i) the presence or release of Hazardous Materials in, on or under the Property, but only to the extent that such release occurs after the Close of Escrow, and (ii) any violation by Buyer of any Environmental Requirements (as defined below) pertaining to the Property and the activities thereon.

B. Seller's Indemnity. Seller shall indemnify, defend, reimburse and hold harmless Buyer from and against any and all Environmental Damages arising from or relating to (i) the presence or release of Hazardous Materials in, on or under the Property, but only to the extent

that such release occurred prior to the Close of Escrow, and (ii) any violation by Seller of any Environmental Requirements pertaining to the Property and the activities thereon.

C. Additional Indemnity Provisions.

(i) The indemnification obligations set forth in Sections 10.A and 10.B, above, shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons. The indemnified Party, at its sole expense, may employ additional counsel of its choice to associate with counsel representing the indemnifying Party.

(ii) The indemnification obligations set forth in in Sections 10.A and 10.B, above, shall not apply to (i) any costs or expenses not reasonably incurred by the indemnified Party or (ii) any Environmental Damages resulting from the gross negligence or willful misconduct of the indemnified Party.

(iii) The indemnification obligations under this Section 10 shall survive the Close of Escrow and shall not merge into the Grant Deeds.

D. Definitions.

"Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment approved by Seller, of whatever kind or nature, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of any Hazardous Materials in, on or under the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, and including:

(i) damages for personal injury, or injury to property or natural resources occurring on the Property or originating on the Property; and

(ii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including the preparation of any feasibility studies or reports or the performance of any remediation work required by any Governmental Authority.

"Environmental Requirements" means all Laws of any and all Governmental Authorities relating to the protection of human health or the environment, including (i) all requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials and other chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or

relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials and other chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature, and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

"Governmental Authority" means any federal, State, county, municipal or local governmental or quasi-governmental agency, body or authority, or any political subdivision, public corporation, district or other political or public entity or departments thereof, having jurisdiction over the Property or any portion thereof.

11. POSSESSION. Upon the Close of Escrow, (a) Seller shall deliver to Buyer possession of the Property free and clear of any and all current and future rights and interests of any and all persons and entities to occupy, possess or use all or any portion of the Property, other than whatever rights the Current Occupants possess to occupy the Property, and (b) Seller shall deliver to Buyer the keys to the Improvements.

12. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

13. GOVERNING LAW/VENUE. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California and venue shall be Los Angeles County to the extent permitted by law and in San Bernardino County to the extent required by law.

14. PROPERTY TAXES. To the extent required by law, Buyer shall be responsible for any property taxes or other taxes or assessments levied against the Property to the extent attributable to the period after the Close of Escrow, it being understood that Buyer does not believe that Buyer will be responsible for paying any such taxes. Seller shall be responsible for any property taxes or other taxes or assessments levied against the Property to the extent attributable to the period prior to the Close of Escrow.

15. CLOSING COSTS. Buyer and Seller shall split equally customary escrow fees and charges and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments (if any) and utility and other operating costs of the Property shall be prorated as of the Close of Escrow with expenses prorated on an "accrual" basis and income prorated on a "cash" basis.

16. NOTICES. All notices or other communications required or permitted hereunder (a "Notice") shall be in writing, and shall be (a) personally delivered, sent by national overnight courier service, or sent by registered or certified mail, first class postage prepaid, return receipt requested, or (b) sent by electronic mail, but only if either (i) the recipient of the Notice acknowledges receipt of such transmission by email or (ii) a confirming copy of the Notice is

sent by one of the methods set forth in clause (a), above, not later than the first business day following transmission. Personally and courier delivered notices shall be deemed given upon actual personal delivery to designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Electronically mailed notices shall be deemed given upon the date the email is transmitted if transmitted without indication of delivery failure prior to 5:00 p.m. local time for the recipient (and if transmitted without indication of delivery failure after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent business day). Any Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party or Parties at the following addresses:

To Buyer: Tres Hermanos Conservation Authority
 c/o City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765
 Attn: Daniel Fox, Deputy Executive Director

with copies to: City of Chino Hills
 14000 City Center Drive
 Chino Hills, CA 91709
 Attn: Rad Bartlam, City Manager

 City of Chino Hills
 14000 City Center Drive
 Chino Hills, CA 91709
 Attn: Mark Hensley, City Attorney

 City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765
 Attn: David DeBerry, City Attorney

 City of Industry
 15625 East Stafford Street
 City of Industry, CA 91744
 Attn: Troy Helling, City Manager

 City of Industry
 15625 East Stafford Street
 City of Industry, CA 91744
 Attn: James M. Casso, City Attorney

To Seller: City of Industry
 15625 East Stafford Street, Suite 100
 City of Industry, California 91744
 Attention: Troy Helling, City Manager

with a copy to: City of Industry
15625 East Stafford Street
City of Industry, CA 91744
Attn: James M. Casso, City Attorney

Any Party to this Agreement may change its address for receipt of notices by giving notice of such change to the other Party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

17. DEFAULT AND REMEDIES.

A. Buyer Default and Seller Exclusive Remedy. Seller hereby acknowledges and agrees that, in the event that the Close of Escrow does not occur at the time and in the manner provided in this Agreement due to the material failure of Buyer to comply with any of its obligations under this Agreement ("**Buyer Default**"), Seller shall be entitled, as its sole and exclusive remedy, to bring an action for specific performance of this Agreement against Buyer. Nothing in this Section 14.A shall limit the right of Seller to seek injunctive relief from a court of competent jurisdiction before, after or during the pendency of any proceeding with respect to its action for specific performance.

B. Seller Default and Buyer Exclusive Remedies. Buyer hereby acknowledges and agrees that, in the event that the Close of Escrow does not occur at the time and in the manner provided in this Agreement due to the material failure of Seller to comply with any of its obligations under this Agreement ("**Seller Default**"), including without limitation its failure to convey fee title to the Property to Buyer, Buyer shall be entitled, as its sole and exclusive remedies, to (i) Escrow Holder's return to Chino Hills and Diamond Bar of the Payments deposited by Chino Hills and Diamond Bar into the Escrow (less the Independent Consideration) and (b) an action for specific performance of this Agreement against Seller. Nothing in this Section 14.B shall limit the right of Buyer to seek injunctive relief from a court of competent jurisdiction before, after or during the pendency of any proceeding with respect to its action for specific performance.

C. No Damages. Neither Party shall be entitled to any damages of any kind or nature whatsoever with respect to a Seller Default or Buyer Default.

18. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement; Modifications. This Agreement, including the Exhibits attached hereto, together with the Settlement Agreement s and the other documents described and referred to herein, contain all of the agreements between the Parties pertaining to the subject matter hereof and fully supersede any and all prior agreements and understandings between the Parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the Parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the Parties agrees that it will, without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Close of Escrow, as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement, including, without limitation, such documents as shall be required to issue the Title Policy.

D. No Assignment. Neither Party shall be permitted to assign this Agreement, in whole or in part, and any purported assignment of this Agreement by either Party in violation of this sentence shall be void.

E. Severability. In the event that all or any portion of any provision in this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, such illegal or unenforceable provision or portion of a provision shall be severed from the other provisions and/or portions of a provision which shall remain in full force and effect as if the illegal or unenforceable provision or portion of provision was not a part of this Agreement, unless the illegal or unenforceable provision provided a material portion of the consideration to Buyer or Seller.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single original of this Agreement to physically form one document.

H. Seller's Operation of the Property. From the Effective Date until the Close of Escrow, Seller shall (a) operate the Property in substantially the same manner as it did prior to the Effective Date, (b) perform all Seller's obligations under the Approved Exceptions, (c) maintain the Property in good order, condition and repair, and (d) not execute any new lease, agreement, or any document that would constitute a new encumbrance on title, or modify any such existing agreement.

I. Legal Fees. Subject to the provisions of Section 14, above, if either Party brings any action or suit against the other Party for any matter relating to or arising out of this Agreement, then the prevailing Party in such action or dispute shall be entitled to recover from the other Party its reasonable costs and expenses of suit, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction.

J. No Third Party Benefited. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person, except that Chino Hills and Diamond Bar are third-party beneficiaries of this Agreement.

K. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, the waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver

in any subsequent instance. No waiver shall be binding unless executed in writing by the Party making such waiver.

L. Headings. The paragraph headings and captions in this Agreement are for convenience only and shall not limit or define the contents of this Agreement.

M. No Presumption re Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

"SELLER":

"BUYER":

CITY OF INDUSTRY, a municipal corporation

TRES HERMANOS CONSERVATION AUTHORITY a joint exercise of powers authority established pursuant to Section 6500 et seq. of the California Government Code

By _____
Troy Helling, City Manager

By _____
Daniel Fox,
Deputy Executive Director

ATTEST:

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
James M. Casso, City Attorney

By _____
David DeBerry, Authority Counsel

ACCEPTANCE OF JOINT ESCROW INSTRUCTIONS

The undersigned, as Escrow Holder in connection with the sale of the Property, hereby acknowledges the terms and conditions of the joint escrow instructions set forth in the Agreement and in **Exhibit B** attached thereto, and agrees to perform its obligations in connection therewith.

Dated as of February 7, 2019.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By _____

(Print Name and Title)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL I: (Los Angeles County)

A PORTION OF SECTION 1 AND ALL OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE EAST 80 CHAINS TO THE SOUTHEAST CORNER OF SECTION 12; THENCE NORTH 80 CHAINS TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ON A COURSE OF ABOVE NORTH 61° 28' WEST 90.83 CHAINS MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID SECTION 1, DISTANT 43.02 CHAINS NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINES OF SAID SECTION 1 AND 12 TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON JULY 05, 1968 AS INSTRUMENT NO. 399 IN BOOK D-4405 PAGE 993 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED ON NOVEMBER 17, 1971 AS INSTRUMENTS NO. 253 AND 254 IN BOOK D-5259 PAGES 626 AND 630 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED ON MARCH 07, 1975 AS INSTRUMENTS NO. 281 AND 282 IN BOOK D-6579 PAGES 1 AND 11 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL A, IN THE GRANT DEED TO POMONA UNIFIED SCHOOL DISTRICT, RECORDED APRIL 07, 1993 AS DOCUMENT NO. 93-653577, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 13350 AS PER MAP FILED IN BOOK 144 AT PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65° 33' 44" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3 NORTH 61° 55' 24" WEST 242.81 FEET TO THE MOST EASTERLY CORNER OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON NOVEMBER 17, 1971, AS INSTRUMENT NO. 254 IN BOOK D-5259 PAGE 630 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID DEED TO THE STATE OF CALIFORNIA, AS FOLLOWS:

SOUTH 80° 26' 22" WEST 357.29 FEET, NORTH 39° 50' 49" WEST 184.88 FEET; NORTH 08° 58' 26" WEST, 186.31 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 83 PAGES 62 AND 63 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE NORTH 61° 55' 24" WEST 2446.02 FEET; THENCE SOUTH 26° 04' 36" WEST 915.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00", AN ARC DISTANCE OF 392.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 78° 55' 24" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00", AN ARC DISTANCE OF 125.66 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 48° 55' 24" EAST 170.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 16° 02' 34", AN ARC DISTANCE OF 700.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1125.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 25° 02' 02" WEST; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73° 27' 26", AN ARC DISTANCE OF 1442.33 FEET; THENCE TANGENT TO SAID COMPOUND CURVE NORTH 41° 34' 36" EAST 225.00 FEET; THENCE SOUTH 61° 55' 24" EAST 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 104.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET; A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 55' 24" EAST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 30' 00" AN ARC DISTANCE OF 102.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 34' 36" EAST;

THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 137.44 FEET; THENCE TANGENT TO SAID LAST COMPOUND CURVE SOUTH 20° 55' 24" EAST 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112° 00' 00", AN ARC DISTANCE OF 518.01 FEET; THENCE TANGENT TO LAST MENTIONED CURVE NORTH 47° 04' 36" EAST 137.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 27' 44", AN ARC DISTANCE OF 235.49 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 65° 27' 40" EAST 38.64 FEET TO THE WESTERLY LINE OF CHINO HILLS PARKWAY (100.00 FEET WIDE) AS EXISTED ON APRIL 5, 1993, AND AS ESTABLISHED BY THE COUNTY ENGINEER OF SAN BERNARDINO; THENCE ALONG SAID CHINO HILLS PARKWAY, AS FOLLOWS:

NORTH 24° 32' 20" EAST 72.06 FEET AND NORTHERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET THROUGH A CENTRAL ANGLE OF 00° 06' 04", AN ARC DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THOSE PORTIONS THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS RW-1, RW-2, RW-3, RW-4 AND RW-5, BEING CHINO HILLS PARKWAY RIGHT-OF-WAY AND CUTBACK, CHINO AVENUE RIGHT-OF-WAY AND CUTBACKS, BY FINAL ORDER AND JUDGMENT IN CONDEMNATION, RECORDED AUGUST 25, 1995, INSTRUMENT NO. 95-1398248, OFFICIAL RECORDS.

PARCEL II (San Bernardino County)

REAL PROPERTY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 14 AND 23, IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SAID RANCHO LINE BETWEEN STATIONS 13 AND 14, AS SHOWN ON SAID MAP.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST 1/2 OF SECTION 13; THE WEST 1/2 OF SECTION 24; THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, ALL IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN THE RECORD OF SURVEYS, RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 83, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 92, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

APNs: 1000-011-19, 1000-011-20, 1000-011-21, 1000-011-22, 1000-021-13, 1000-021-14, 1000-031-14, 1000-031-15, 8701-022-270, 8701-021-271 and 8701-022-273.

Senate Bill No. 266

CHAPTER 760

An act to add Section 5015.8 to the Public Resources Code, relating to state parks.

[Approved by Governor October 9, 2021. Filed with Secretary of State October 9, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 266, Newman. State park system: Chino Hills State Park: expansion.

Existing law designates all parks, public campgrounds, monument sites, landmark sites, and sites of historical interest established or acquired by the state, or that are under its control, as the state park system, except as specified. Under existing law, the Department of Parks and Recreation controls the state park system, which is made up of units, one of which is the Chino Hills State Park.

This bill would require the department to provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring 3 specified properties into the state park system. The bill would require the department to manage the acquired properties and parcels with specified funds as part of the Chino Hills State Park, as provided.

The people of the State of California do enact as follows:

SECTION 1. Section 5015.8 is added to the Public Resources Code, to read:

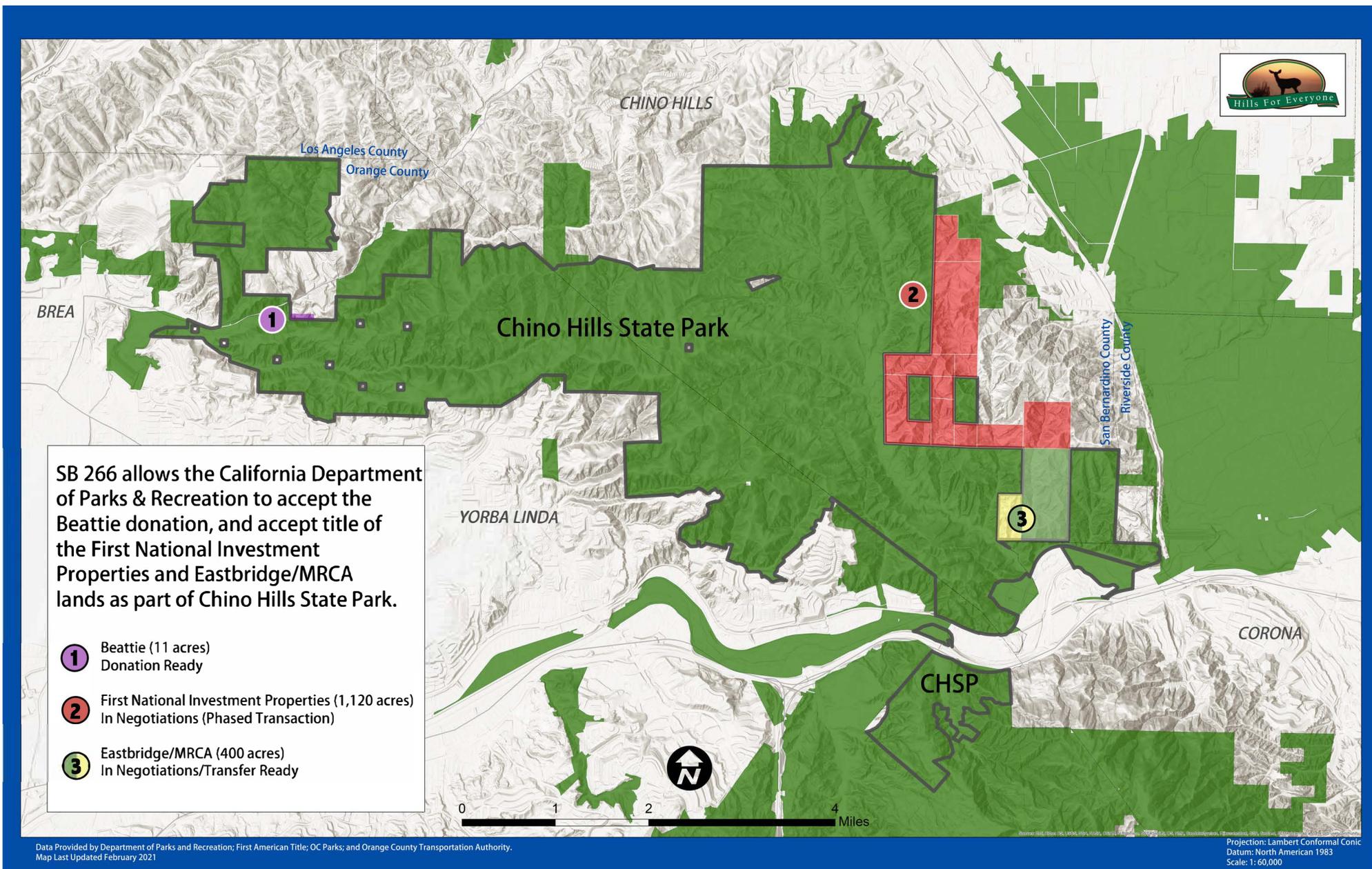
5015.8. (a) The department shall provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system. The properties are known as First National Investment Properties, which consists of nine parcels, Eastbridge, which consists of four parcels, and Beattie, which is one parcel. The department shall agree to accept and manage each of these properties as a part of the Chino Hills State Park. All acquisitions shall come from willing landowners.

(b) The department shall manage the properties and parcels acquired pursuant to subdivision (a) with funds held for that purpose or obtained through the Metropolitan Water District of Southern California settlement agreement. Only 131 acres, which shall consist of the Beattie property and the northern most 120-acre parcel of the First National Investment Properties, shall be managed as mitigation lands compliant with that settlement

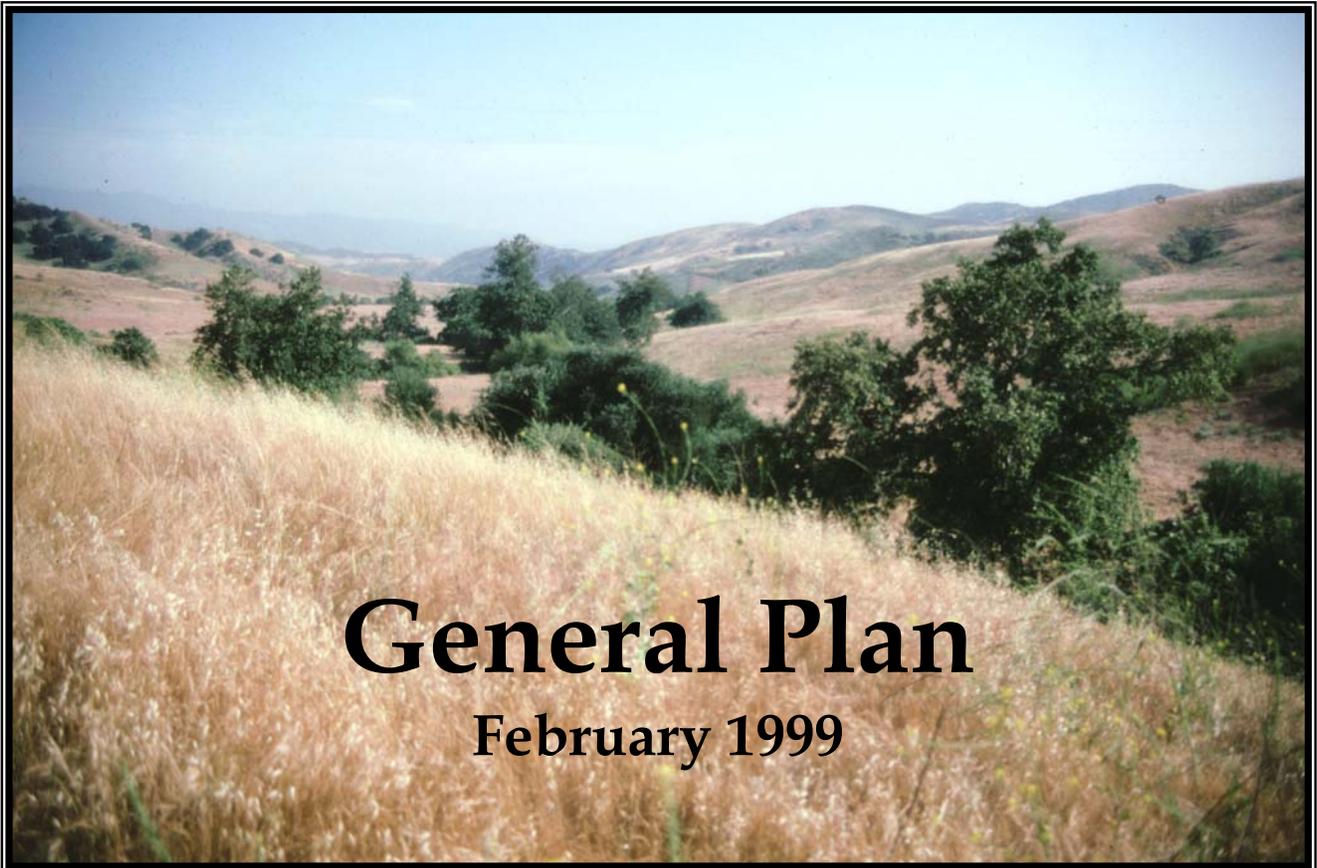
agreement. The remaining parcels of the First National Investment Properties and the Eastbridge parcels shall be managed simply as additional parklands.

O

Lands Included in SB 266 (Chino Hills State Park Expansion Bill)



Chino Hills State Park



AESTHETIC RESOURCES

Aesthetic value is attributed by park visitors to experiences, features, and qualities in harmony with natural, unmanipulated conditions and is perceived through the senses; by seeing, hearing, touching, smelling, and tasting. In addition to the tangible natural and cultural features such as plants, animals, waters, geologic features, buildings, and archaeological sites, Chino Hills State Park also offers many intangible qualities. These include natural quiet, solitude, space, scenery, a sense of history, sounds of nature, and clear night skies that are important components of people's enjoyment of the park.

The appearance of the landscape in Chino Hills State Park is relatively unaltered by the works of humans, especially when compared to the surrounding urban landscape. Long distance views of natural terrain and vegetation are available from selected locations. The acquisition plans for this park have emphasized the value of acquiring ridgetops to protect the viewsheds within the park. As a result, the relative pristine views of the hills from Telegraph and Aliso Canyons and from selected panorama points have been mostly protected from urban encroachments. Viewpoints of particular interest are San Juan Hill, Gilman Peak, and McLean Overlook.

A wide variety of more intimate natural scenes are available throughout the park. Densely wooded canyon bottoms offer dark shade, lush vegetation, and running water. Many species of wildflowers provide scenes of great beauty during the spring. The grassy hills are brilliant green during the spring and golden brown in the summer.

Due to the proximity to urban environments, the hills are interlaced with utility easements, roads, and other human-made works that are significant negative visual features in the park. By far the most prominent negative visual features are the many high-voltage electrical transmission lines that traverse the park. Other negative visual features include partially buried natural gas pipelines and the many unsurfaced roads. Also, some modern facilities such as a large cribbed retaining wall along the entrance road and modern site amenities at the overlook area near the Rolling M Ranch are not compatible with the rural scenery and detract from the visitor's experience of the natural landscape.



Electrical transmission lines - Telegraph Canyon

ISSUES

The *Issues Section* highlights the important issues derived from the *Park Summary* (beginning on Page 9) and from the *Planning Influences* (beginning on Page 37). The goals and guidelines of the *Plan Section* address these issues.

RESOURCE MANAGEMENT AND PROTECTION

BIOCORRIDORS AND CORE HABITAT AREAS

Urbanization within and surrounding the Puente-Chino Hills has resulted in the near biological separation of Chino Hills State Park from adjacent open-space areas. The remaining biological connections to these adjacent areas are tenuous. They are bisected by roads and reduced in size by the conversion of surrounding open space urban uses. In some cases, portions of remaining, viable habitat linkages are privately owned and unprotected. Development of these private parcels will jeopardize the diversity and integrity of the park's biological resources by eliminating or reducing wildlife movement through these corridors. The identification and management of areas containing representative, sensitive, or otherwise important habitats within the park and the biocorridors that link these habitats to those outside of the park, are essential to the maintenance of the park and regional ecosystems.

NATURAL RESOURCES

Increased awareness of the diversity and fragility of sensitive plant and animal species, as well as their supporting habitats has created greater need to protect and interpret these resources. Further guidance to direct resource management and conservation efforts at the park is needed to ensure the perpetuation of these values for future generations.

HISTORIC RESOURCES

Information acquired since the original general plan places new emphasis on the park's historic resources, particularly the historic ranching landscape and features associated with the Rolling M Ranch. Greater protection and interpretation of these historic resources is needed in order to preserve California's heritage and for the education and enjoyment of park visitors.

AESTHETIC RESOURCES

Aesthetic qualities of the park can be adversely impacted by man-made intrusions such as developments, activities, or land uses that are incompatible with the park's natural character. Increasing development and more intensive land uses surrounding the park place increased emphasis on protecting scenic features and preserving the visitor's experience of the park's aesthetic qualities.

INTERPRETATION

Current knowledge of natural and cultural resources at Chino Hills State Park places new emphasis on habitat connections, native plant and animal diversity and fragility, Native American involvement in the area, and historic ranching. Interpretive topics need to reflect this current knowledge and emphasis.

VISITOR USE AND DEVELOPMENT

VISITOR-USE FACILITIES

The original (1986) general plan proposed the development of a large number of campgrounds, picnic areas, and trailhead parking areas in the park, specifically within Lower Aliso Canyon and the Santa Ana River floodplain. Continuing resource inventory work within the park has increased the Department's understanding of the sensitivity of the resources located at these proposed campground sites. Also, the current demand for camping at the park places question on the need for many large, developed campgrounds. The placement of facilities at these sites is no longer considered appropriate, yet additional facilities to enhance the visitor's park experience may still be needed. Guidance for the development of both visitor-use and operations facilities is needed to accommodate new recreational opportunities and at the same time protect park resources.

PARK ACCESS

Public vehicle access into the park is limited to the Bane Canyon entrance. This entrance is accessed through a residential area. The location makes it difficult to access the park and causes off-site parking conflicts. Furthermore, the access into the park from this point is on a one-lane, steep, dirt road. This road cannot be upgraded to an acceptable condition because of the steepness of the grade and adjacent slopes.

The emergency vehicle access at Rim Crest Road (see Figure 2) is being used as a pedestrian access point and certain problems have developed because of it. There are no developed parking, restroom, or trash facilities at this location, and visitors are parking on residential streets. This situation points to the need for coordination with local jurisdictions in addressing access. Also, information on sensitive park resources indicates that some of the park's access points proposed in the original general plan may be inappropriate.

ACQUISITIONS

Acquisition plans for the park have, among other things, emphasized the value of acquiring ridgelines to protect the viewsheds within the park. However, additional guidelines are needed to help Department staff evaluate the desirability of proposed land acquisitions at Chino Hills State Park.

Pedestrian Access

Trailhead parking should be developed in appropriate locations to provide access to park facilities. On the other hand, when development occurs adjacent to the park, coordination and advance planning should avoid the creation of de facto trailheads that cause damage to park resources.

Goal: Create appropriate pedestrian access points to meet the needs of both the park and the local jurisdictions that are contiguous to the park boundary.

Guidelines:

- The Department will seek the input and cooperation of local jurisdictions to develop appropriate pedestrian access points and trailhead parking facilities, and in developing solutions to localized parking concerns.

The following criteria will be used to determine appropriate pedestrian access point locations. Designated access points should generally:

- Provide access to trails that offer scenic and panoramic views of the park
- Accommodate multiple trail uses (hikers, bikers, equestrians)
- Avoid adverse impacts to sensitive resources and important resource values (gnatcatchers, coastal sage scrub, raptor nests, archaeological sites, etc.)
- Be manageable with available park staff and reasonably accessible to park patrol and emergency vehicles
- Require minimum grading
- Have minimal affect on significant viewsheds and aesthetic resources
- Be in close proximity to trail loops and connectors
- Include parking that is limited in size to ensure that visitor use is within the park's carrying capacities (see Management Zone Matrix, Figure 7)
- Be spaced so that resources and visitor experiences are not adversely affected by overuse of an area
- Provide a connection to local or regional trail systems outside the park boundary to the extent feasible and appropriate. Efforts will be made to integrate the park's trail system with regional and local trail systems where feasible. These pedestrian access point criteria, where applicable, will be used in determining linkages to other trail systems.

ACQUISITIONS

Past land acquisitions have emphasized the inclusion of ridgelines, watersheds, and buffer areas. This practice helped to maintain views and protect resources as the park was formed and as new parcels were added.

Goal: Protect and enhance park resources and improve visitor's enjoyment and education in the park through appropriate land acquisitions.

When evaluating the desirability of proposed land acquisitions at the park, the Department will consider the following guidelines:

- The Department will evaluate each proposal of land dedication and accept only those dedications that are in keeping with the purposes of Chino Hills State Park. Land acquisitions will support the park's resource management goals by enhancing watershed protection and adding significant or unique resources, habitats, or features to the park. They will create buffer areas (areas between developments and park resources) and include ridgelines whenever possible, increase the size and improve the effectiveness of biocorridors, and establish park facilities outside of sensitive resource areas. Land acquisitions may also add to the park's recreational opportunities and establish links to regional trail systems.
- The Department must exercise caution when considering land adjacent to developed areas. Difficulties arise from illegal-refuse dumping, illegal off-highway vehicle activity, the spread of exotic plant species onto parkland, and wildlife predation and harassment by domestic animals.
- The Department will actively work towards acquisition of properties that contribute to biocorridors ensuring that key linkages will be preserved.
- In order to accomplish mutual goals such as resource protection, biocorridor enhancement, and providing recreational opportunities, partnerships with local and regional jurisdictions as well as state and federal agencies will be encouraged.

CONCESSIONS

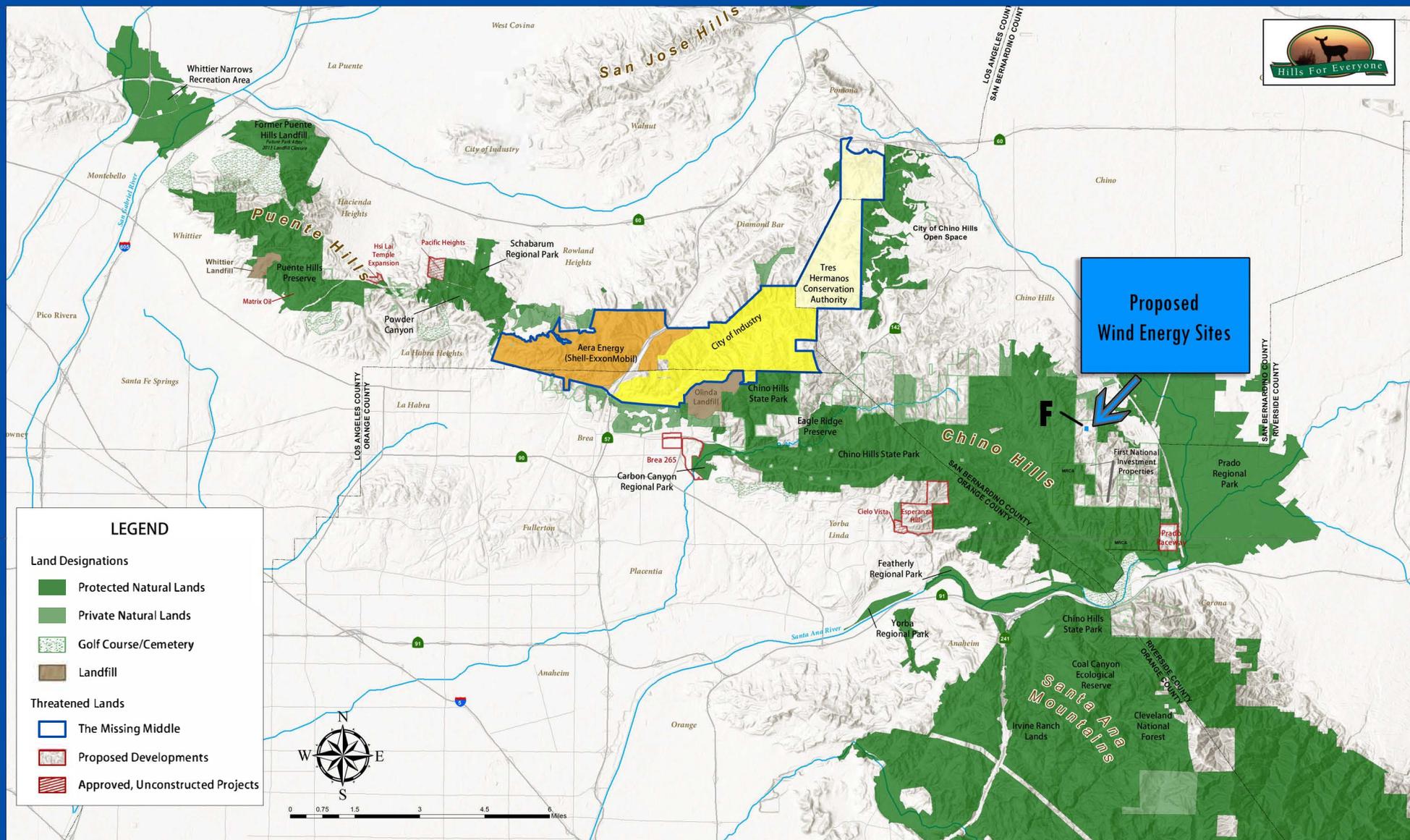
Concession operations in Chino Hills State Park are governed in part by Public Resources Code, Section 5080.02, by State Park and Recreation Commission policies, and the Department Operations Manual (DOM).

Goal: Concession operations will provide visitor services that enhance recreational and educational experiences at the park and at the same time will protect natural, cultural, and aesthetic resources.

Guideline:

- Concession operations will be consistent with the park's purpose and classification, and in conformance with the park's general plan. No concessions will be permitted in the Core Habitat Zone. Concessions will be compatible

Areas Targeted for Wind Energy Installation in the Puente-Chino Hills



Data Provided by First American Title.
Last Updated October 2022

Projection: Lambert Conformal Conic
Datum: North American 1983
Scale: 1:60,000