

AGREEMENT REGARDING LYTLE CREEK ROAD EXCHANGE

This Agreement Regarding Lytle Creek Road Exchange (“**Agreement**”) is entered into as of November __, 2024 (“**Effective Date**”), by and between the City of Fontana, a municipal corporation (“**City**”), and HDO4 LLC, a New Mexico limited liability company (“**Land Owner**”). City and Land Owner are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

- A. Land Owner owns that certain real property commonly known as the Ventana Specific Plan (the “**VSP Property**”), which Land Owner purchased from the City on November 5, 2020, pursuant to a Disposition and Development Agreement, dated July 2, 2020 (the “**DDA**”).
- B. Land Owner processed various entitlements through the City as related to the VSP Property under Master Case Number 20-099, including Specific Plan Amendment (SPA) No. 21-004, Tentative Parcel Map (TPM) No. 21-003, and Design Review (DR) No. 21-004 for site and architectural design for the proposed 257 multi-family attached units within Planning Area 6 of the Ventana Specific Plan, all of which were approved by the City Council on July 27, 2021, and under Master Case No. 20-099R1, including General Plan Amendment (GPA) No. 21-006, and Specific Plan Amendment (SPA) No. 21-001 to amend land use designations for portions of the subject site (approximately 102 adjusted gross acres) from Medium Density Residential and General Commercial to Medium Density Residential, Multi-Family Medium/High General Commercial, and Regional Mixed-Use, all of which were approved pursuant to a certified Supplemental Environmental Impact Report (“**SEIR**”) under the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. (“**CEQA**”), on July 26, 2022 (each, an “**Entitlement**” and together, the “**Entitlements**”).
- C. Lytle Creek Road starting from Duncan Canyon Road through its endpoint, at which there is no through access (“**Lytle Creek Road**”), is (i) currently owned or controlled by the City; and, (ii) runs adjacent to the VSP Property as described and depicted in Exhibit “A”.
- D. After the City transferred legal title of the VSP Property to Land Owner, City and Land Owner agreed that Land Owner would dedicate a portion of the VSP Property to the City for the purpose of relocating the Lytle Creek Road from its current location. The relocated Lytle Creek Road now bisects the VSP Property and was subsequently renamed by the City to “John Previti Avenue” as depicted in Exhibit “B”.

- E. The Parties have agreed that Lytle Creek Road, which is adjacent to the VSP Property and is currently controlled by the City, shall be legally transferred by the City to Land Owner resulting in the incorporation of the same into the VSP Property.
- F. The Parties have further agreed that the property transfer described in Recital “E” above shall occur by: (1) City’s execution of a quitclaim deed, in the form attached hereto as Exhibit “C” (“Quitclaim Deed”) to transfer Lytle Creek Road; and (2) City’s recordation of the Quitclaim Deed with the County of San Bernardino Recorder’s Office, within thirty (30) calendar days following the final execution of this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated by reference as if fully set forth herein, the Parties hereto agree as follows:

1. Existing City Property Interests. City owns or controls Lytle Creek Road as shown in Exhibit “A.”
2. Existing Land Owner Interests. Land Owner is the owner of certain real property located within the City commonly known as the VSP Property, with Tax Assessor’s Parcel Numbers (APNs) 1107-262-06 and 07, which are located adjacent to Lytle Creek Road.
3. Transfer of Lytle Creek Road. Within thirty (30) days of the final execution of this Agreement: (1) City shall execute the Quitclaim Deed; and (2) City shall record the Quitclaim Deed with the County of San Bernardino Recorder’s Office.
 - a. Proposed Lytle Creek Road Street Improvements. Commencing at a future date as determined by Land Owner and City, Land Owner shall, at its sole cost and expense, construct the full-width street improvements and landscaping for John Previti Ave. in accordance with the various Entitlements. Furthermore, the construction of the improvements shall be done in accordance with Article 4 of the DDA between City and Land Owner.
4. Acceptance of Property “As Is”. Land Owner acknowledges, warrants, and represents that it is acquiring the Lytle Creek Road “as is.”
5. HCD Compliance and Proper Approvals. Land Owner and City agree that the transfer of Lytle Creek Road, as contemplated herein, shall be conditioned upon the City receiving a determination from the California Department of Housing and Community Development (“HCD”) that the transfer complies with the Surplus Land Act (Government Code Section 54220 et seq.), and that the City receives all necessary approvals, authorizations, consents, and authority from the City Council and Planning Commission to transfer Lytle Creek Road.
6. Counting Days. When counting days pursuant to any term of this Agreement, the first day shall not be included, and the last day shall be included. If the last day falls on a Saturday, Sunday, or holiday when the City is closed, the last day shall be deemed the first day after such Saturday, Sunday, or holiday, when the City is open for business.

7. Notices.

If to Land Owner:

c/o HDO4, LLC
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
Attn: Andrew Wennerstrom
Telephone: (909)354-8010
awennerstrom@frontier-enterprises.com

With Copy and Email To:
Steven B. Imhoof, Esq.
HDO4, LLC
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
(909) 354-8085
simhoof@frontier-enterprises.com

If to City:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Gia Kim, City Engineer
Telephone: (909) 350-7613
gkim@fontanaca.gov

With a Copy to:
Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Ruben Duran, City Attorney Telephone: (909) 989-8584
ruben.duran@bbklaw.com

8. Integration; Modification; Waiver. This Agreement represents and contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement, as of the Effective Date, and supersedes any and all prior written and oral agreements and understandings. This Agreement may be amended or modified only through a writing executed by all the Parties. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the waiving party. Notwithstanding the foregoing, except as specifically provided for herein, this Agreement is not intended to amend or modify any terms, conditions or obligations of the DDA. The Parties agree that, except as specifically provided herein, the DDA remains in full force and effect, and that this Agreement shall be subject to and governed by the terms of the DDA.

9. Governing Law and Venue. This Agreement shall be deemed executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of San Bernardino.

10. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect, unless imposing the any remaining terms of the Agreement would deprive a Party of a material benefit or consideration under this Agreement.

11. No Presumption Against Drafting Party. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that this Agreement documents a negotiated agreement and it shall not be construed or interpreted in favor of any Party due to the fact that one of the Party's attorneys drafted this Agreement.

12. Further Assurances. From and after the Effective Date, the Parties shall cooperate in good faith with each other in taking such actions and executing such instruments as may be reasonably necessary to effectuate the purposes of entering into this Agreement and to perfect the rights granted hereunder.

13. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Duly executed signatures to this Agreement may be delivered by facsimile or e-mail, and signature pages delivered by such methods shall be deemed equivalent to, and of the same force and effect as, original signature pages.

14. Assignment. Land Owner shall have the right to freely assign this agreement, at its sole and absolute discretion, to a subsequent party provided assignee executes and delivers to City an assumption agreement assuming the rights and obligations of assignor set forth in this Agreement.

(Signatures on Following Page)

**SIGNATURE PAGE FOR
AGREEMENT REGARDING LYTLE CREEK ROAD TRANSACTION**

IN WITNESS WHEREOF, City and Land Owner have entered into this Agreement as of the date first set forth hereinabove.

CITY OF FONTANA

HDO4, LLC

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Richard Munkvold
Chief Financial Officer

Attest:

By: _____
Germaine Key, City Clerk

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Phillip Burum, Deputy City Manager
Development Services Organization

By: _____
Gia Kim
Director of Public Works/City Engineer

Exhibit "A"
Lytle Creek Road Alignment

EXHIBIT A

LEGAL DESCRIPTION LYTLE CREEK ROAD VACATION

THAT CERTAIN PORTION OF LYTLE CREEK ROAD IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED PER RELINQUISHMENT RECORDED FEBRUARY 5, 1979 IN BOOK 9615 PAGES 1084 AND 1085 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24 AS SHOWN ON PARCEL MAP NO. 20327 IN BOOK 258 PAGES 37 THROUGH 40, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SECTION 24 AS SHOWN PER SAID PARCEL MAP SOUTH 89°21'51" WEST 1475.62 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 4477 RECORDED MARCH 17 1975 IN BOOK 8636 PAGE 3 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 4477, SOUTH 00°38'03" EAST, 15.97 FEET AND SOUTH 53°47'30" WEST, 24.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET SOUTH FROM SAID NORTH LINE OF SECTION 24, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE AS DESCRIBED IN SAID PARCEL 4477 AND AS DESCRIBED IN PARCEL 4423-1 RECORDED SEPTEMBER 10, 1976 IN BOOK 9009 PAGE 656 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THROUGH THE FOLLOWING COURSES:

SOUTH 53°47'30" WEST 23.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,033.11 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 56°54'22" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, 594.11 FEET, THROUGH A CENTRAL ANGLE OF 32°56'56";

THENCE SOUTH 66°02'34" WEST, 424.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,967.33 FEET;

EXHIBIT A

LEGAL DESCRIPTION LYTLE CREEK ROAD VACATION

THENCE SOUTHWESTERLY ALONG SAID CURVE, 305.10 FEET, THROUGH A CENTRAL ANGLE OF 05°53'28" TO THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 00°59'55" WEST, 68.30 FEET TO THE NORTHERLY LINE OF SAID LYTLE CREEK ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3,027.34 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 29°13'29" WEST;

THENCE ALONG SAID NORTHERLY LINE AND SAID CURVE NORTHEASTERLY ALONG SAID CURVE, 248.29 FEET, THROUGH A CENTRAL ANGLE OF 04°41'57" TO THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 15 PER HARD COPY RIGHT OF WAY MAP NO. RW000096 AND AS SHOWN ON RECORD OF SURVEY NO. 16-064 IN BOOK 158 PAGES 50 THROUGH 56 INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 15 THROUGH THE FOLLOWING COURSES:

NORTH 74°26'13" EAST, 357.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 349.04 FEET;

THENCE EASTERLY ALONG SAID CURVE, 177.15 FEET, THROUGH A CENTRAL ANGLE OF 29°04'49";

THENCE NORTH 45°21'24" EAST, 277.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,000.11 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 44°37'22" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, 51.26 FEET, THROUGH A CENTRAL ANGLE OF 02°56'12";

THENCE NORTH 45°38'29" EAST, 93.83 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 00°38'00" WEST, 41.16 FEET TO SAID PARALLEL LINE LYING 30 FEET SOUTH OF SAID NORTH LINE OF SECTION 24;

THENCE ALONG SAID PARALLEL LINE NORTH 89°21'51" EAST, 108.59 FEET TO THE **TRUE POINT OF BEGINNING**;

EXHIBIT A

**LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION**

THE ABOVE DESCRIBED PARCEL CONTAINS 57,731 SQUARE FEET OR 1.325 ACRES, MORE OR LESS.

AS SHOWN ON PLAT, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

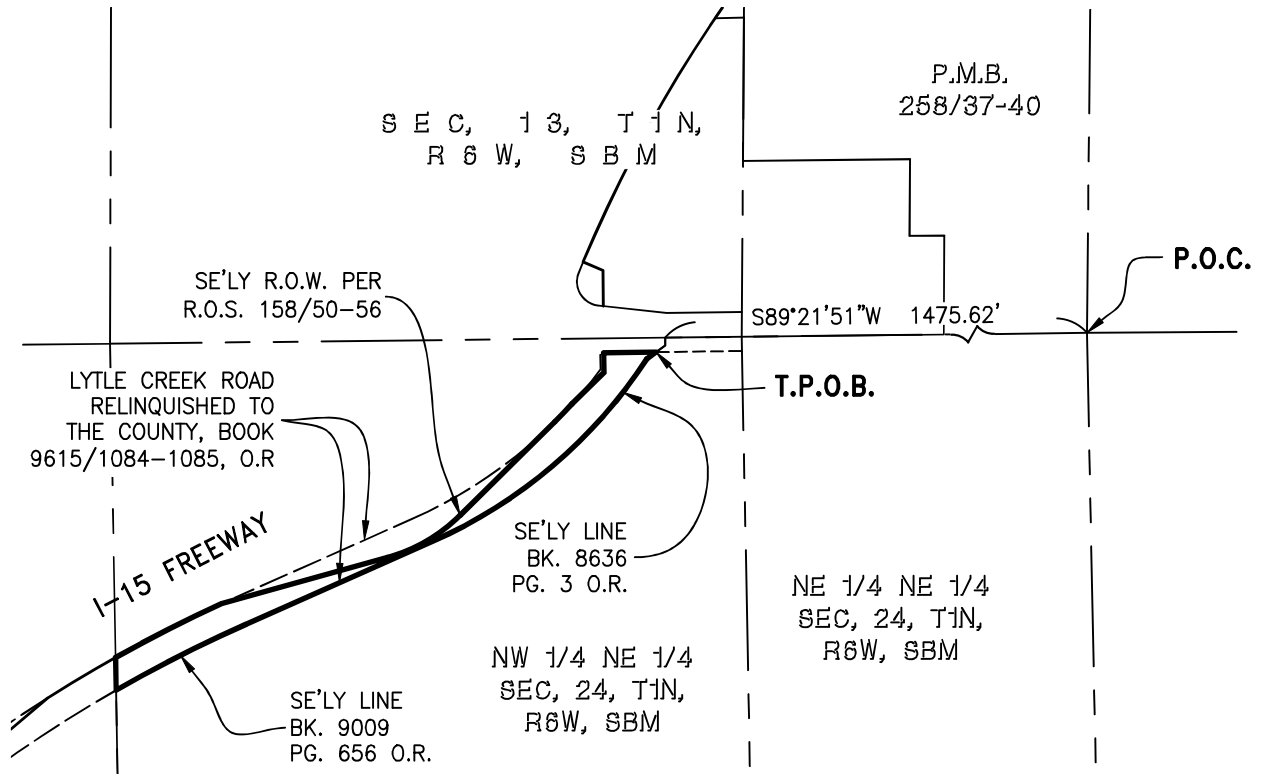
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.




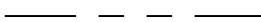

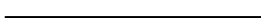
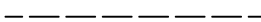
KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 8/29/2023



EXHIBIT A

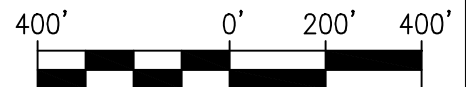


LINE LEGEND:

-  TO BE VACATED
-  SECTION LINES
-  CALTRANS R.O.W.
-  EXISTING PARCEL BOUNDARY
-  FORMER LYTLE CREEK ROAD



8/29/2023



SCALE: 1" = 400'



15535 Sand Canyon Ave 949.474.1960
Suite 100
Irvine, California 92618 fuscoe.com

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD VACATION

DATE: August 29, 2023

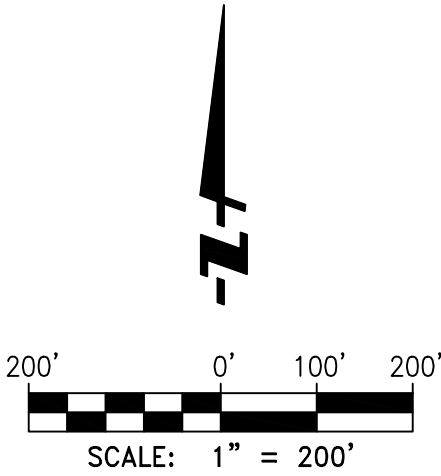
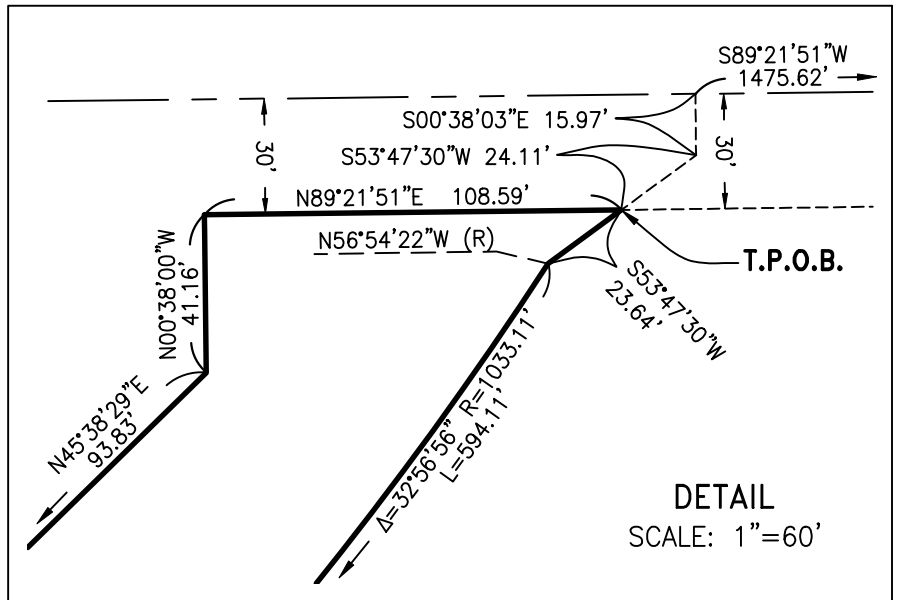
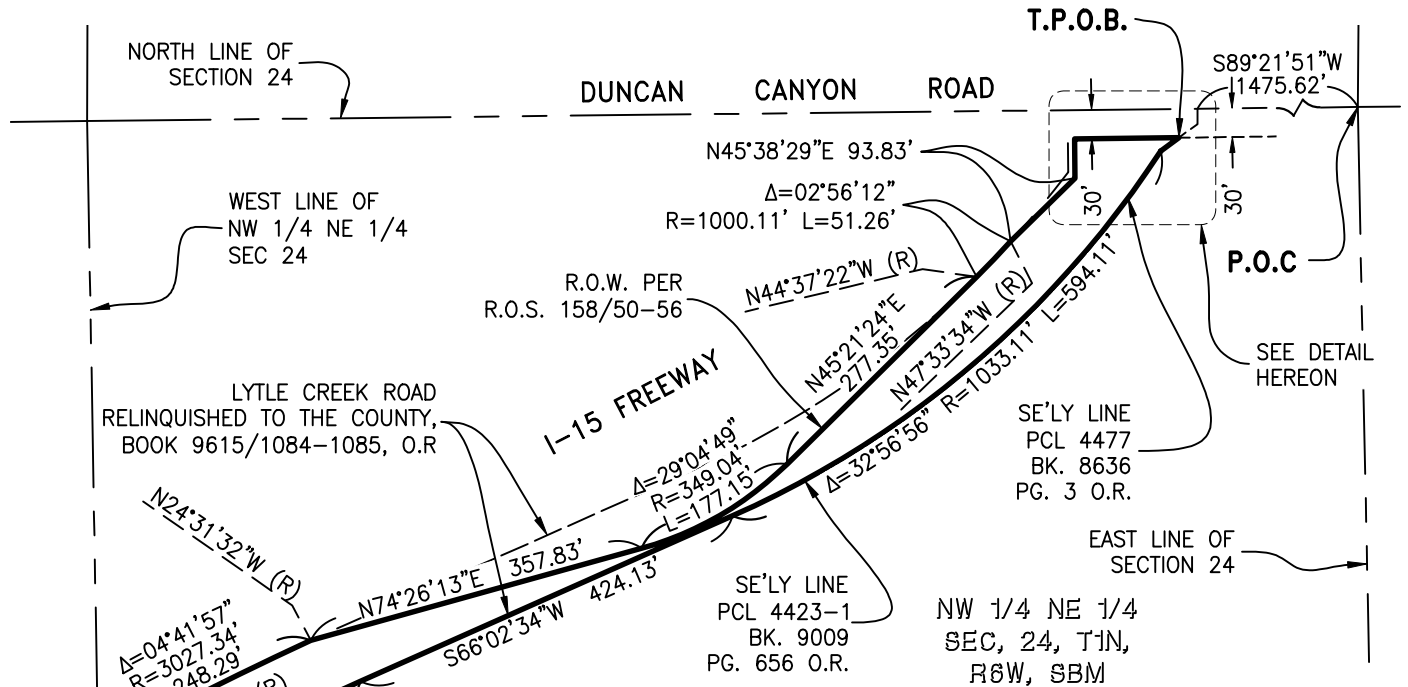
JN: 1655-004

DRAWN BY: PC

CHECKED BY: KRT

SHEET 4 OF 5

EXHIBIT A



LINE LEGEND:

- TO BE VACATED
- SECTION LINES
- CALTRANS R.O.W.
- FORMER LYTLE CREEK ROAD
- TIE LINES



15535 Sand Canyon Ave 949.474.1960
 Suite 100
 Irvine, California 92618 fuscoe.com

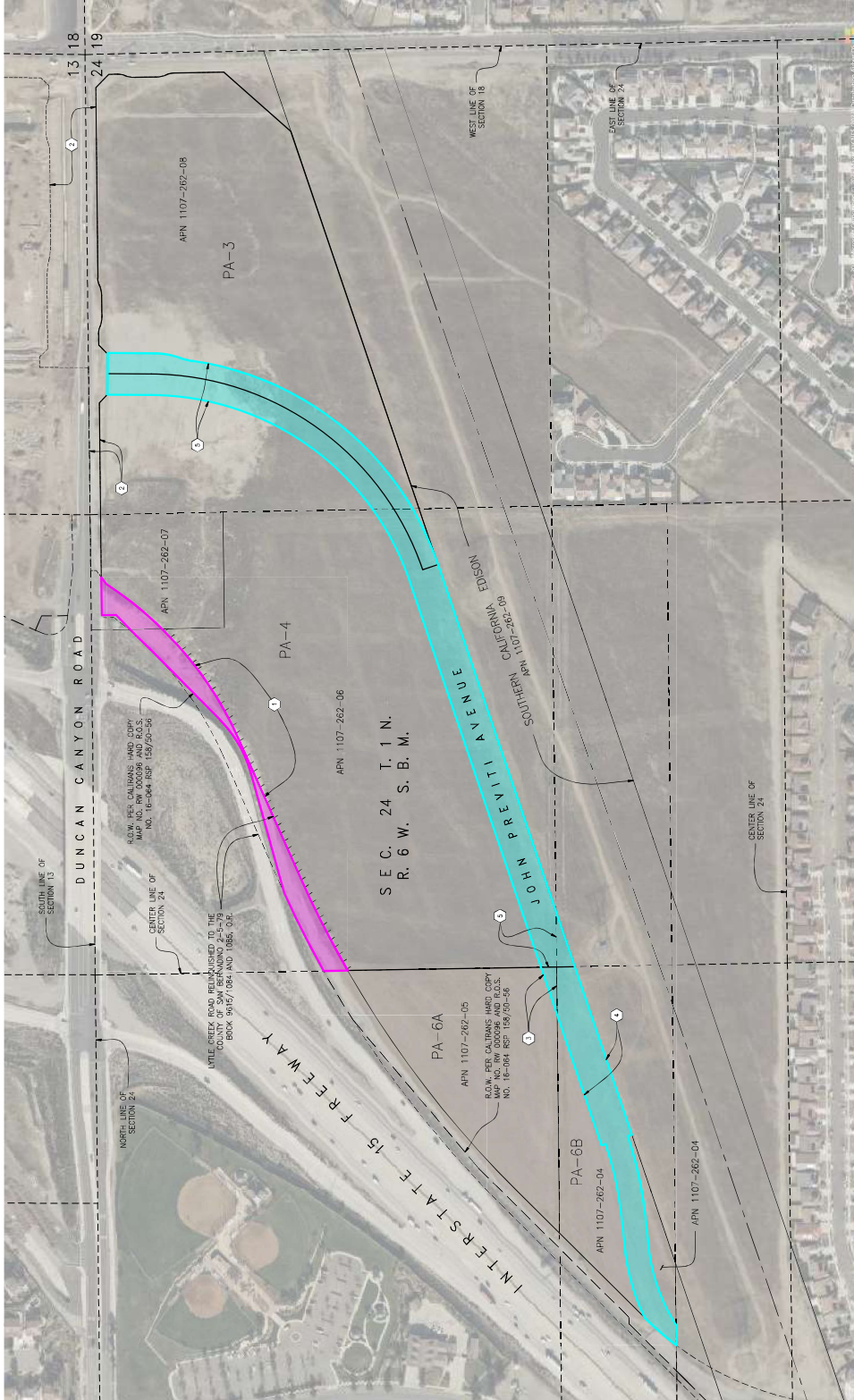
EXHIBIT A
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 of: LYTLE CREEK ROAD VACATION

DATE: August 29, 2023
 JN: 1655-004
 DRAWN BY: PC
 CHECKED BY: KRT
 SHEET 5 OF 5

Exhibit "B"

JOHN PREVITI AVENUE ALIGNMENT

EXHIBIT "B"



EASEMENT NOTES:

- ① RESTRICTED ACCESS EPP INSTRUMENT RECORDED SEPTEMBER 15, 1976 IN BOOK 5509 PAGE 036 OF OFFICIAL RECORDS.
- ② RESTRICTED ACCESS EPP INSTRUMENT RECORDED SEPTEMBER 15, 1976 IN BOOK 5509 PAGE 036 OF OFFICIAL RECORDS.
- ③ RESTRICTED ACCESS EPP INSTRUMENT RECORDED SEPTEMBER 15, 1976 IN BOOK 5509 PAGE 036 OF OFFICIAL RECORDS.
- ④ STREET EXHIBIT TO THE CITY PER INST. NO. 2021-034740.
- ⑤ STREET EXHIBIT TO THE CITY PER INST. NO. 2021-035070.
- ⑥ STREET EXHIBIT TO THE CITY PER INST. NO. 2022-007348.

LEGEND:

- PLANNING AREA BOUNDARIES
- CALTRANS RIGHT OF WAY
- APN BOUNDARIES
- SECTION LINES
- EASEMENT LINES
- TTTTTT RESTRICTED ACCESS
- TTTTTT RESTRICTED ACCESS TO BE WIDDED
- EXISTING JOHN P. LITTLE AVENUE (REQUIRE LITTLE OBER ROAD)
- 312.24 S. (7.28 AC)
- 312.24 S. (7.28 AC)

EXCHANGED AREA	PLANNING AREA	SQUARE FEET	ACRES
EXISTING JOHN P. LITTLE AVENUE	PA-3	57,744	1.33
EXISTING JOHN P. LITTLE AVENUE	PA-4	56,558	1.26
EXISTING JOHN P. LITTLE AVENUE	PA-6A	172,322	3.96
EXISTING JOHN P. LITTLE AVENUE	PA-6B	3,109	0.07
EXISTING JOHN P. LITTLE AVENUE	PA-69	84,825	1.93

DATE: 8/28/2023
 DRAWN BY: PC
 CHECKED BY: KBT
 SHEET 1 OF 1

FUSCOE ENGINEERING
 15000 Canyon Ave 9404741960
 Suite 100
 Irvine, California 92618 fuscoe.com

NO.	DATE	REVISION

RIGHT OF WAY EXCHANGE
 EXHIBIT "B"
 CITY OF FONTANA
 JOHN P. LITTLE AVENUE
 VENTANA

Exhibit "C"

QUITCLAIM DEED

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME

STREET ADDRESS

CITY, STATE & ZIP CODE

TITLE ORDER NO.

ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

APN:

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$

computed on full value of property conveyed, or

computed on full value less liens and encumbrances remaining at time of sale.

Unincorporated Area City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We)

hereby remise, release and quitclaim to

the following described real property in the City of _____, County of _____ State of California, with the following legal description:

Date

Signature of Grantor

Typed or Printed Name of Grantor

Signature of Grantor

Typed or Printed Name of Grantor

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

STATE OF _____

COUNTY OF _____

On _____ before me, _____, (Date) (Name and title of the officer)

personally appeared _____, who proved to me on the basis of (Name of person signing)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer

(Seal)

*There are various types of deed forms depending on each person's legal status. Before you use this form you may want to consult an attorney if you have questions concerning which document form is appropriate for your transaction.

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION LYTLE CREEK ROAD VACATION

THAT CERTAIN PORTION OF LYTLE CREEK ROAD IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED PER RELINQUISHMENT RECORDED FEBRUARY 5, 1979 IN BOOK 9615 PAGES 1084 AND 1085 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 4477, SOUTH 00°38'03" EAST, 15.97 FEET AND SOUTH 53°47'30" WEST, 24.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET SOUTH FROM SAID NORTH LINE OF SECTION 24, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE AS DESCRIBED IN SAID PARCEL 4477 AND AS DESCRIBED IN PARCEL 4423-1 RECORDED SEPTEMBER 10, 1976 IN BOOK 9009 PAGE 656 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THROUGH THE FOLLOWING COURSES:

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THENCE SOUTHWESTERLY ALONG SAID CURVE, 594.11 FEET, THROUGH A CENTRAL ANGLE OF 32°56'56";

THENCE SOUTH 66°02'34" WEST, 424.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,967.33 FEET;

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THENCE ALONG SAID WEST LINE NORTH 00°59'55" WEST, 68.30 FEET TO THE NORTHERLY LINE OF SAID LYTLE CREEK ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3,027.34 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 29°13'29" WEST;

THENCE ALONG SAID NORTHERLY LINE AND SAID CURVE NORTHEASTERLY ALONG SAID CURVE, 248.29 FEET, THROUGH A CENTRAL ANGLE OF 04°41'57" TO THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 15 PER HARD COPY RIGHT OF WAY MAP NO. RW000096 AND AS SHOWN ON RECORD OF SURVEY NO. 16-064 IN BOOK 158 PAGES 50 THROUGH 56 INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

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THENCE EASTERLY ALONG SAID CURVE, 177.15 FEET, THROUGH A CENTRAL ANGLE OF 29°04'49";

THENCE NORTH 45°21'24" EAST, 277.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,000.11 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 44°37'22" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, 51.26 FEET, THROUGH A CENTRAL ANGLE OF 02°56'12";

THENCE NORTH 45°38'29" EAST, 93.83 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 00°38'00" WEST, 41.16 FEET TO SAID PARALLEL LINE LYING 30 FEET SOUTH OF SAID NORTH LINE OF SECTION 24;

THENCE ALONG SAID PARALLEL LINE NORTH 89°21'51" EAST, 108.59 FEET TO THE **TRUE POINT OF BEGINNING**;

EXHIBIT A

**LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION**

THE ABOVE DESCRIBED PARCEL CONTAINS 57,731 SQUARE FEET OR 1.325 ACRES, MORE OR LESS.

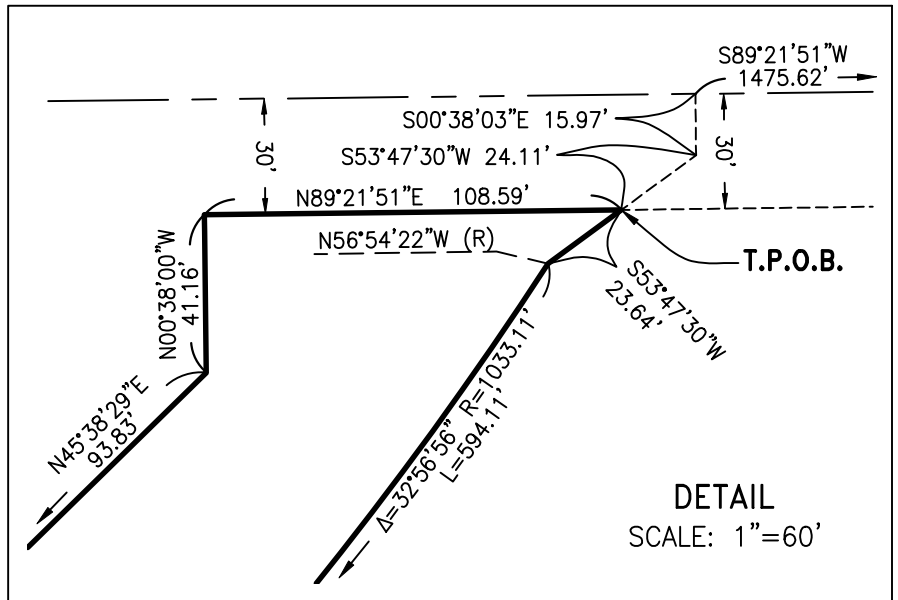
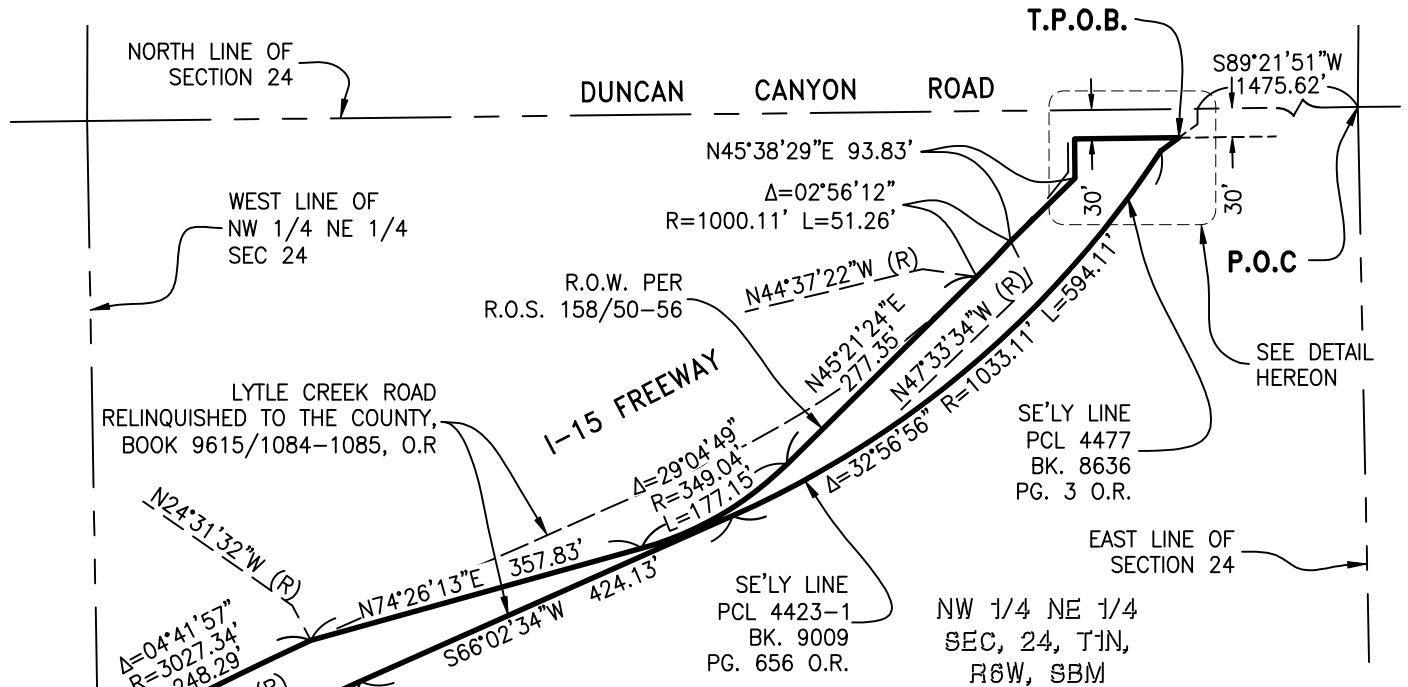
AS SHOWN ON PLAT, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 8/29/2023



EXHIBIT B



DETAIL
SCALE: 1"=60'



LINE LEGEND:

- TO BE VACATED
- SECTION LINES
- CALTRANS R.O.W.
- FORMER LYTLE CREEK ROAD
- TIE LINES

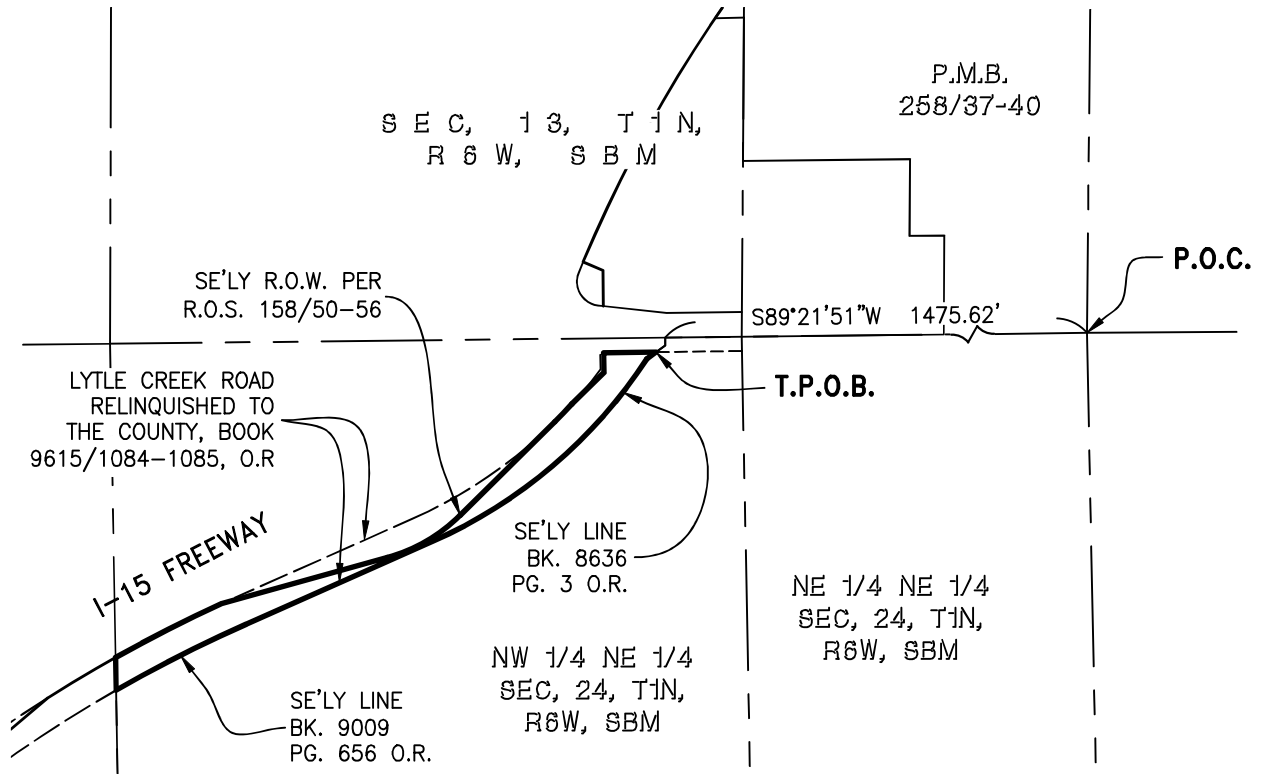


15535 Sand Canyon Ave 949.474.1960
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Irvine, California 92618 fuscoe.com






EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: LYTLE CREEK ROAD VACATION

DATE: August 29, 2023
JN: 1655-004
DRAWN BY: PC
CHECKED BY: KRT
SHEET 7 OF 7

EXHIBIT B

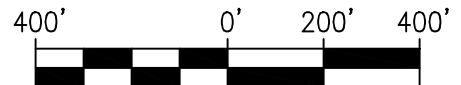


LINE LEGEND:

-  TO BE VACATED
-  SECTION LINES
-  CALTRANS R.O.W.
-  EXISTING PARCEL BOUNDARY
-  FORMER LYTLE CREEK ROAD



8/29/2023



SCALE: 1" = 400'



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SHEET 6 OF 7

CITY INDEX NO. 6246