

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Next Reso. No. HA 2026-001

Tuesday, March 24, 2026

2:00 PM

Steelworker's Auditorium

Housing Authority

Peter A. Garcia - Chairperson
John B. Roberts - Vice Chairperson
Jesus "Jesse" Sandoval - Authority Member
Phillip Cothran - Authority Member
Acquanetta Warren - Authority Member
Janet Koehler-Brooks - City Treasurer
Germaine Key - Authority Secretary

Welcome to the Meeting!

Welcome to the City of Fontana meeting. Meetings are held at the Steelworker's Auditorium 8437 Sierra Avenue, Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Steelworker's Auditorium is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

Para traducción en Español, comuníquese con la oficina, "City Clerk" al (909) 350-7602.

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the Steelworker's Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworker's Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworker's Auditorium, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

CALL TO ORDER/ROLL CALL:

- A. **Call the Meeting to Order**

PUBLIC COMMUNICATIONS:

This is an opportunity for citizens to speak to the members of the meeting for up to 3 minutes on items not on the Agenda, but within the Authority jurisdiction. The Authority is prohibited by law from discussing or taking immediate action on non-agendized items.

- A. **Public Communications**

CONSENT CALENDAR:

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below - there will be no separate discussion on these items prior to the time they are voted on, unless a member requests a specific item be removed from the Consent Calendar for discussion.

- A. **Approval of Minutes** [26-0893](#)

Approve the minutes of the February 24, 2026, Regular Housing Authority

Meeting.

Attachments: [Attachment No. 1- Housing Authority Meeting Minutes 02-24-2026.pdf](#)

- B. Resolution of the Fontana Housing Authority Approving a Grant of a Permanent Nonexclusive Utility Easement to Southern California Edison Company and Amendment to Lease with Sierra Housing Partners LP. [26-0895](#)**

Adopt **Resolution HA 2026-001**, of the Fontana Housing Authority Authorizing a Grant of a Permanent Nonexclusive Utility Easement to Southern California Edison Company and Amendment to Lease with Sierra Housing Partners LP.

Attachments: [Attachment No. 1- Fontana -Resolution Approving Utility Easement and Lease Amendment-c1.docx](#)
[Attachment No. 2- MAP26-00005 - SCE - GRANT OF EASEMENT - FONTANA HOUSING AUTH.pdf](#)
[Attachment No. 3- FIRST AMENDMENT TO LEASE- Sierra Housing Partners LP-c1.docx](#)

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

- A. Executive Director's Communications**

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

- A. Elected Officials Communications/Committee Reports**

ADJOURNMENT:

- A. Adjournment**

Adjourn to the next Regular Housing Authority Meeting at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

Housing Authority

File #: 26-0893

Agenda #: A.

Agenda Date: 3/24/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the February 24, 2026, Regular Housing Authority Meeting.

COUNCIL GOALS:

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

DISCUSSION:

The Housing Authority Board will consider approval of the minutes of the February 24, 2026, Regular Housing Authority meeting. The draft minutes are attached to this report for the Board's review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, February 24, 2026

2:00 PM

Steelworker's Auditorium

Housing Authority

Peter A. Garcia - Chairperson
John B. Roberts - Vice Chairperson
Jesus "Jesse" Sandoval - Authority Member
Phillip Cothran - Authority Member
Acquanetta Warren - Authority Member
Janet Koehler-Brooks - City Treasurer
Germaine Key - Authority Secretary

CALL TO ORDER/ROLL CALL:

A. Call the Meeting to Order

A Regular Meeting of the Fontana Housing Authority was held in the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, February 24, 2026.

Chairperson Garcia called the meeting to order at 2:05 p.m.

ROLL CALL:

PRESENT: Chairperson Garcia, Vice-Chairperson Roberts, Authority Members Cothran, Sandoval, and Warren.

City Treasurer Koehler-Brooks and Authority Secretary Key were also in attendance.

ABSENT: None

PUBLIC COMMUNICATIONS:

A. Public Communications

No public communications were received.

CONSENT CALENDAR:

ACTION: Motion was made by Vice-Chairperson Roberts, seconded by Authority Member Cothran, and passed unanimously by a vote of 5-0 to approve Consent Calendar Item "A." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

- A. Approval of Minutes 26-0823**
Approve the minutes of the October 28, 2025, Regular Housing Authority Meeting.

NEW BUSINESS:

- A. Fiscal Year 2025-26 Midyear Budget Status Report - Fontana Housing Authority 26-0795**
Approve the recommended Fiscal Year 2025-26 Midyear Budget adjustments.

Chief Financial Officer Jessica Brown provided the staff report.

ACTION: Motion was made by Chairperson Garcia, seconded by Authority Member Cothran, and passed unanimously by vote of 5-0 to approve New Business Item "A." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

A. Executive Director's Communications

No Executive Director's Communications were received.

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

A. Elected Officials Communications/Committee Reports

No Elected Officials Communications were received.

ADJOURNMENT:

A. Adjournment

Chairperson Garcia adjourned the meeting at 4:02 p.m.

Peter Garcia
Chairperson

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA HOUSING AUTHORITY ON MARCH 24, 2026.

Germaine Key
Authority Secretary



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

Housing Authority

File #: 26-0895

Agenda #: B.

Agenda Date: 3/24/2026

Category: Consent Calendar

FROM:

Housing

SUBJECT:

Resolution of the Fontana Housing Authority Approving a Grant of a Permanent Nonexclusive Utility Easement to Southern California Edison Company and Amendment to Lease with Sierra Housing Partners LP.

RECOMMENDATION:

Adopt **Resolution HA 2026-001**, of the Fontana Housing Authority Authorizing a Grant of a Permanent Nonexclusive Utility Easement to Southern California Edison Company and Amendment to Lease with Sierra Housing Partners LP.

COUNCIL GOALS:

- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

The City owns certain real property located at 16839 Ramona Avenue, Fontana, California 92336 (the "City Property"), which is part of the City's affordable housing portfolio. Sierra Housing Partners LP ("Tenant") currently leases a portion of the City Property pursuant to that certain Lease dated December 12, 2019 (the "Lease"). Jamboree Housing Corporation ("Developer") is the City's development partner for the affordable housing project located on the City Property.

SDLT VII Investments ("Requesting Developer") is the developer of the housing community located north of the Sierra Fountains project ("Requesting Developer") has requested that the City grant a permanent, nonexclusive utility easement over a portion of the City Property (the "Easement Area"), including areas within the leased premises. The requested easement is necessary to support the completion of SDLT VII Investment's project and will allow for the installation, operation, maintenance, and repair of utility equipment and infrastructure (the "Easement").

Because the Easement Area is located within the premises subject to the Lease, the City has requested the Tenant's consent prior to granting the Easement. Accordingly, the City and Tenant propose to enter a First Amendment to the Lease to formally document the Tenant's consent and to clarify the relationship between the Easement and the Tenant's leasehold rights.

Following approval of the Lease amendment, the City will be authorized to grant the Easement to the Requesting Developer.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve Staff's Recommendation

RESOLUTION NO. FHA 2026-001

**RESOLUTION OF THE FONTANA HOUSING AUTHORITY APPROVING
A GRANT OF A PERMANENT NONEXCLUSIVE UTILITY EASEMENT
TO SOUTHERN CALIFORNIA EDISON COMPANY AND AMENDMENT
TO LEASE WITH SIERRA HOUSING PARTNERS LP.**

WHEREAS, the Fontana Housing Authority (“City”) is the fee owner of that certain real property located at 16839 Ramona Avenue, Fontana, California 92336 more particularly described in **Exhibit A** attached hereto and incorporated herein (“City Property”); and

WHEREAS, Sierra Housing Partners LP (“Tenant”) holds a leasehold interest in a portion of the City Property pursuant to that certain lease dated December 12, 2019 (“Lease”); and

WHEREAS, SOUTHERN CALIFORNIA EDISON COMPANY (“Grantee”) desires to obtain from the City, a permanent nonexclusive utility easement over, under and across a portion of the City Property (“Easement Area”) for the installation, operation, maintenance, and repair of utility equipment and facilities, as more particularly described in the Grant of Permanent Nonexclusive Utility Easement attached hereto as **Exhibit A** and incorporated herein (“Easement”); and

WHEREAS, the City desires to grant to SOUTHERN CALIFORNIA EDISON COMPANY an Easement over, under, and across the Easement Area; and

WHEREAS, the Easement Area is located within a portion of the City Property that is subject to the Lease; and

WHEREAS, the Easement is subordinate to the Lease and Tenant’s leasehold rights; and

WHEREAS, the Tenant is willing to provide its consent to the grant of the Easement and to the amendment of the Lease to reflect the same; and

WHEREAS, the proposed Grant of Permanent Nonexclusive Utility Easement is attached hereto as **Exhibit A** and the proposed First Amendment to the Ground Lease is attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED by the Fontana Housing Authority, as follows:

Section 1. Recitals. The above recitals are true, correct and by this reference incorporated herein.

Section 2. The proposed action, specifically the issuance of a utility easement with no environmental impacts, is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations). Section

15305 of the State CEQA Guidelines exempts minor alterations in land use limitations in areas with an average slope of less than 20% which do not result in any changes in land use or density. This easement action does not expand the operational footprint of the development project which is in an area with an average slope of less than 20%, nor does it introduce new land uses or densities. Further, none of the exceptions identified under CEQA Guidelines Section 15300.2 apply.

Section 3. Approval of Lease Amendment. The Fontana Housing Authority hereby approves the First Amendment to Lease with Sierra Housing Partners LP, attached hereto as **Exhibit B** and incorporated herein.

Section 4. Approval of Easement. The Fontana Housing Authority approves the Grant of Permanent Nonexclusive Utility Easement to SOUTHERN CALIFORNIA EDISON COMPANY, attached hereto as **Exhibit A**, subject to Tenant's leasehold rights. The Easement and all rights granted under the Easement Agreement shall be and remain subordinate to Tenant's leasehold interest in the Premises, including the Easement Area, and Tenant's use and enjoyment of the Easement Area under the Lease shall remain primary.

Section 5. Execution. The City Manager is hereby authorized to execute the Easement Agreement and Lease Amendment, and to take all other actions necessary to effectuate the purposes of the aforementioned agreements, including making such minor revisions or modifications as the City Manager, in consultation with the City Attorney, may deem necessary or appropriate to finalize the agreements for execution and recordation.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 7. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 16868 Valencia Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 24th day of March, 2026.

READ AND APPROVED AS TO LEGAL FORM:

General Counsel

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the Fontana Housing Authority, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the Fontana Housing Authority at a regular meeting on the 24th day of March, 2026, by the following vote to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Secretary of the Fontana Housing Authority

Chairperson of the Fontana Housing Authority

ATTEST:

Secretary of the Fontana Housing Authority

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00.</u>		DISTRICT Foothill	SERVICE ORDER TD2345142	SERIAL NO.	MAP SIZE
_____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME		FIM MT-5975-H4 APN 0241-081-34	APPROVED: REAL PROPERTIES	BY SLS/BT	DATE 02/13/2026

FONTANA HOUSING AUTHORITY, a public body, corporate and politic (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

FONTANA HOUSING AUTHORITY, a public body,
corporate and politic

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, 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)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, 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
APN: 0241-081-34

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 19956, AS PER MAP FILED IN BOOK 255, PAGES 13 THROUGH 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RAMONA AVENUE, 30.00 FOOT HALF-WIDTH, WITH THE CENTERLINE OF SIERRA AVENUE, 56.00 FOOT HALF-WIDTH, AS SAID INTERSECTION IS SHOWN ON SAID PARCEL MAP NO. 19956;

THENCE ALONG THE CENTERLINE OF SAID SIERRA AVENUE, SOUTH 00°02'31" EAST 136.18 FEET;

THENCE LEAVING THE CENTERLINE OF SAID SIERRA AVENUE, SOUTH 89°57'29" WEST 56.00 FEET TO THE WESTERLY LINE OF SAID SIERRA AVENUE AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 44°29'07" WEST 11.93 FEET;

THENCE SOUTH 00°02'31" EAST 19.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY IN THE WESTERLY LINE OF SAID SIERRA AVENUE AND TO JOIN AT THE ANGLE POINT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

Prepared by me or under my supervision:

Dated: Feb. 9, 2026



Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2027

EXHIBIT "B"

SHEET 1 OF 1

RAMONA AVENUE

P.O.C.



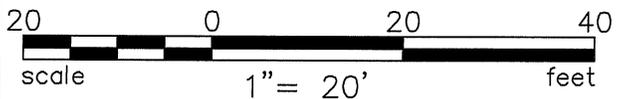
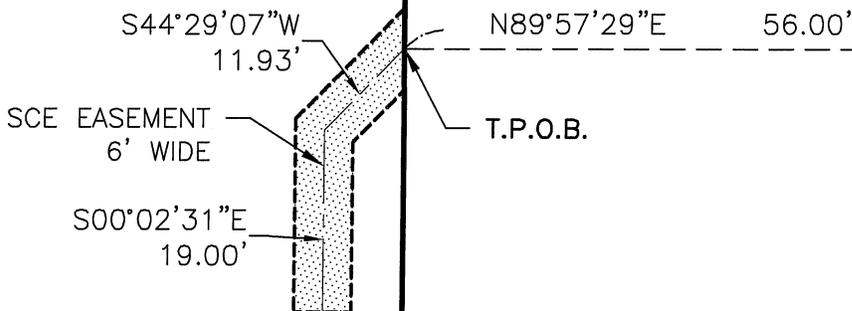
**PARCEL 1 OF
PARCEL MAP NO. 19956
P.M.B. 255/13-15**

APN: 0241-081-34



Dated Febr 9, 2026

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-27



SCE EASEMENT	
802519302	TD2345142
SLS/BT	02/05/2026

LEGEND	
	DENOTES SCE EASEMENT AREA
P.O.C.	= POINT OF COMMENCEMENT
T.P.O.B.	= TRUE POINT OF BEGINNING
P.O.T.	= POINT OF TERMINUS

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (“Amendment”) is made as of _____, 2026, by and between the Fontana Housing Authority, a California state housing authority (“Landlord”), and Sierra Housing Partners LP, a California limited partnership (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease dated December 12, 2019 (the “Lease”), covering certain real property located at 16839 Ramona Avenue, Fontana, California 92336 (the “Premises”); and

WHEREAS, Landlord desires to grant a permanent nonexclusive utility easement over, under, and across a portion of the Premises to SOUTHERN CALIFORNIA EDISON COMPANY and

WHEREAS, Tenant’s consent is required to permit the grant of such easement and to modify the Lease accordingly; and

WHEREAS, Tenant is willing to consent to and permit Landlord’s grant of such easement, subject to the terms and conditions set forth herein, and acknowledges that certain rights in the Easement Area will be limited pursuant to the Easement; and

WHEREAS, because the Easement Area is within the Premises, the Lease must be amended to reflect Tenant’s consent and the relationship between the Easement and Tenant’s leasehold rights.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Easement Area.

Effective upon the recordation of that certain Grant of Permanent Nonexclusive Utility Easement by and between Landlord and SOUTHERN CALIFORNIA EDISON COMPANY (the “Easement Agreement”), a portion of the Premises, as more particularly described and depicted on **Exhibit A** attached hereto (the “Easement Area”), shall be subject to the Easement granted thereunder.

The Easement and all rights granted under the Easement Agreement, including any rights granted subject to the Tenant, any tax credit investor, or any lender (collectively, the “Required Consents”), shall be and remain subordinate to Tenant’s rights under the Lease. Tenant’s use and enjoyment of the Premises, including the Easement Area, shall at all times take priority over the Easement, and Grantee shall exercise its rights under the Easement in a manner that does not unreasonably interfere with Tenant’s Leasehold Rights.

2. Tenant Consent to Easement.

Tenant hereby irrevocably consents to the grant, execution, delivery, existence and recordation of the permanent nonexclusive utility easement (the "Easement") affecting the Easement Area, pursuant to that certain Grant of Nonexclusive Utility Easement (the "Easement Agreement") attached hereto as **Exhibit A**, and agrees that Landlord may execute and deliver the Easement Agreement and any related documents without further notice to or consent from Tenant.

3. Non-Interference.

Tenant, subtenants, and residents shall not, and shall not permit its agents, employees, contractors, or invitees to, use the Easement Area in any manner that would interfere with or impair the rights granted under the Easement Agreement, including, without limitation, the installation, operation, maintenance, repair, and replacement of utility facilities, provided that Tenant's rights under the Lease shall remain primary.

4. No Default; No Rent Adjustment.

Tenant agrees that the granting of the Easement and the exercise of rights thereunder shall not constitute a breach or default by Landlord under the Lease and shall not entitle Tenant to any abatement of rent or other compensation.

5. Coordination of Work.

Landlord shall use reasonable efforts to cause any work performed within the Easement Area to be conducted in a manner that minimizes material interference with Tenant's use of the Premises.

6. Exhibits.

All exhibits and attachments attached to or referenced in this Agreement are hereby incorporated herein by this reference and made a part of this Agreement as though fully set forth herein.

7. Ratification of Lease.

Except as expressly amended hereby, the Lease remains unchanged and in full force and effect. In the event of any conflict between the Lease and this Amendment, this Amendment shall control.

8. Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LANDLORD:

Fontana Housing Authority

By: _____

Name: Matthew Ballantyne

Title: Executive Director

APPROVE AS TO FORM:

Ruben Duran, Authority Attorney

ATTEST:

Germaine Key, Authority Secretary

TENANT:

Sierra Housing Partners LP, a California limited partnership

By: _____

Name: _____

Title: _____