

RECORDING REQUESTED BY:

Fontana Public Facilities Financing Authority

AND WHEN RECORDED MAIL TO:

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Vanessa S. Legbandt, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE BECAUSE THE ASSIGNOR IS A GOVERNMENTAL AGENCY. LEASE TERM LESS THAN 35 YEARS.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

MEMORANDUM OF LEASE AGREEMENT

by and between

CITY OF FONTANA

and

FONTANA PUBLIC FACILITIES FINANCING AUTHORITY

Dated as of November 1, 2021

Relating to

\$_____

**FONTANA PUBLIC FACILITIES FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2021A**

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (the “Memorandum”) is made and entered into as of the 1st day of November, 2021, by and between the CITY OF FONTANA, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and the laws of the State of California (the “City”) and the FONTANA PUBLIC FACILITIES FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

The City has pursuant to a Ground Lease, dated as of November 1, 2021 (the “Ground Lease”), by and between the City and the Authority, which Ground Lease is being recorded currently herewith, leased all of the real property legally described in Exhibit A attached hereto to the Authority.

FOR VALUABLE CONSIDERATION, the Authority hereby leases to the City, and the City hereby leases back from the Authority, all of the real property legally described in Exhibit A attached hereto and made a part hereof, subject to the terms and conditions of that certain unrecorded Lease Agreement, dated as of November 1, 2021 (the “Lease”), by and between the City and the Authority, which by this reference is incorporated herein. All capitalized terms in this Memorandum not otherwise defined herein shall have the same meaning as set forth in the Lease.

The Authority’s rights under the Lease, including the right to receive and enforce payment of the Rental Payments to be made by the City under the Lease, have been assigned and transferred to U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, as trustee pursuant to the Indenture (the “Trustee”), without recourse for the benefit of the Owners of the Bonds pursuant to the Assignment Agreement, dated as of November 1, 2021, by and between the Authority and the Trustee, to which assignment, transfer and sale the City hereby consents.

The term of the Lease shall commence on the Delivery Date and shall end on (i) November 1, 2042 with respect to the portion of the Property designated as Fire Station No. 71 on Exhibit A hereto, and (ii) November 1, 2051 with respect to the portion of the property designated as the 2051 Termination Parcels in the Lease, which consists of the parcels described as the Ben L. Abernathy Police Facility, Fire Station No. 81 and the Fire Protection District Training Facility on Exhibit A hereto, unless such term is extended as provided in the Lease. If on November 1, 2051 the Bonds shall not be fully paid, or provision therefor made in accordance with the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments shall remain due and payable or shall have been abated at any time and for any reason, then the term of the Lease shall be extended until the date upon which (i) all Bonds shall be fully paid, or provision therefor made in accordance with the Indenture, or (ii) the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full. Notwithstanding the foregoing, the term of the Lease shall in no event be extended more than ten years beyond November 1, 2051. Such extended date being the “Maximum Lease Term.” If prior to November 1, 2051 all Bonds shall be fully paid, or provision therefor made in accordance with the Indenture, the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full, the term of the Lease shall end simultaneously therewith.

Furthermore, pursuant to the terms and conditions set forth in the Lease, the City may substitute additional real property for the property described in Exhibit A or delete portions of the real property described therein from the Lease.

IN WITNESS WHEREOF, each of the parties hereto has executed this Memorandum of Lease as of the day and year first hereinabove written.

CITY OF FONTANA

By: _____
Mark Denny
City Manager

ATTEST:

Tonia Lewis
City Clerk

FONTANA PUBLIC FACILITIES FINANCING
AUTHORITY

By: _____
Mark Denny
Executive Director

ATTEST:

Tonia Lewis
Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the City of Fontana, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Fontana, pursuant to authority conferred by resolution of the said City Council adopted on September 28, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2021

CITY OF FONTANA

By: _____
Mark Denny
City Manager

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.

)

)

COUNTY OF _____

)

On _____ before me, _____, 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 OF NOTARY PUBLIC

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Ben L. Abernathy Police Facility

PARCEL NO. 1:

THE SOUTH 7.13 FEET OF LOT 20, ALL OF LOT 21, AND THE NORTH 42.67 FEET OF LOT 22, BLOCK 9, FONTANA TOWNSITE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19, PAGES 53 AND 54 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS AS DESCRIBED IN THAT CERTAIN RESOLUTION NO. 86214 OF THE CITY COUNCIL OF THE CITY OF FONTANA ORDERING THE VACATION OF CITY STREET APPROVED AND ADOPTED ON THE 18TH DAY OF NOVEMBER, 1986 BY THE MAYOR OF THE CITY OF FONTANA AND RECORDED ON THE 24 DAY OF NOVEMBER, 1986 AS INSTRUMENT NO. 86-355438, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL NO. 2:

LOT 8 AND THE NORTH 42.93 FEET OF LOT 9 AND THE SOUTH 7.07 FEET OF LOT 7, BLOCK 9, FONTANA TOWNSITE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19, PAGES 53 AND 54 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS AS DESCRIBED IN THAT CERTAIN RESOLUTION NO. 86214 OF THE CITY COUNCIL OF THE CITY OF FONTANA ORDERING THE VACATION OF CITY STREET APPROVED AND ADOPTED ON THE 18TH DAY OF NOVEMBER, 1986 BY THE MAYOR OF THE CITY OF FONTANA AND RECORDED ON THE 24 DAY OF NOVEMBER, 1986 AS INSTRUMENT NO. 86-355438, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL NO. 3:

THE NORTH 42.87 FEET OF LOT 20 AND THE SOUTH 7.13 FEET OF LOT 19, BLOCK 9, FONTANA TOWNSITE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19, PAGES 53 AND 54 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS AS DESCRIBED IN THAT CERTAIN RESOLUTION NO. 86214 OF THE CITY COUNCIL OF THE CITY OF FONTANA ORDERING THE

VACATION OF CITY STREET APPROVED AND ADOPTED ON THE 18TH DAY OF NOVEMBER, 1986 BY THE MAYOR OF THE CITY OF FONTANA AND RECORDED ON THE 24 DAY OF NOVEMBER, 1986 A 55438, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL NO. 4:

THE NORTH 42.87 FEET OF LOT 19 AND THE SOUTH 7.13 FEET OF LOT 18, BLOCK 9, FONTANA TOWNSITE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19, PAGES 53 AND 54 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS AS DESCRIBED IN THAT CERTAIN RESOLUTION NO. 86214 OF THE CITY COUNCIL OF THE CITY OF FONTANA ORDERING THE VACATION OF CITY STREET APPROVED AND ADOPTED ON THE 18TH DAY OF NOVEMBER, 1986 BY THE MAYOR OF THE CITY OF FONTANA AND RECORDED ON THE 24 DAY OF NOVEMBER, 1986 AS INSTRUMENT NO. 86-355438, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL NO. 5:

THE SOUTH 7.07 FEET OF LOT 9 AND ALL OF LOTS 10 AND 11, BLOCK 9, FONTANA TOWNSITE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19, PAGES 53 AND 54 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS AS DESCRIBED IN THAT CERTAIN RESOLUTION NO. 86214 OF THE CITY COUNCIL OF THE CITY OF FONTANA ORDERING THE VACATION OF CITY STREET APPROVED AND ADOPTED ON THE 18TH DAY OF NOVEMBER, 1986 BY THE MAYOR OF THE CITY OF FONTANA AND RECORDED ON THE 24 DAY OF NOVEMBER, 1986 AS INSTRUMENT NO. 86-355438, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 192-031-10

APN: 192-031-11

APN: 192-031-12

APN: 192-031-13

APN: 192-031-14

Fire Station No. 71:

THAT PORTION OF BLOCK 17 OF TRACT NO. 2266, FONTANA, TOWNSITE, IN THE CITY OF FONTANA, PER MAP RECORDED IN BOOK 32, PAGES 43 THROUGH 53, INCLUSIVE, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 17, SAID POINT BEING SOUTH 89°44'00" WEST, 862.67 FEET OF THE SOUTHEAST CORNER OF

SAID BLOCK 17; THENCE NORTH 00°14'00" WEST PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 17, 247.57 FEET; THENCE NORTH 89°23'47" EAST, 240.55 FEET; THENCE SOUTH 00°14'00" EAST PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 17, 248.98 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 17; THENCE SOUTH 89°44'00" WEST ALONG SAID SOUTHERLY LINE, 240.55 FEET TO THE POINT OF BEGINNING.

APN: 0192-042-26

APN: 0192-042-27

Fire Protection District Training Facility

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;
THENCE ALONG THE NORTH LINE OF SAID SECTION 35, SOUTH 89°55'12" EAST, 950.74 FEET TO THE NORTHWESTERLY LINE OF THE LAND CONVEYED IN A DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN RECORDED JULY 31, 1991 AS INSTRUMENT NO. 91-290525, OFFICIAL RECORDS;
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 44° 23' 30" WEST, 579.12 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 44° 23' 30" WEST, 663.27 FEET;
THENCE NORTH 43° 47' 30" WEST, 31.95 FEET;
THENCE NORTH 00° 01' 56" EAST, 363.73 FEET;
THENCE NORTH 79° 49' 49" EAST, 493.66 FEET TO THE TRUE POINT OF BEGINNING.

APN: 0228-021-46

Fire Station No. 81

LOT E OF TRACT NO. 20213-1, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, AS PER MAP FILED ON JULY 9, 2019, IN BOOK 353, PAGES 55 THROUGH 60, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM 1/2 INTEREST IN AND TO ALL OIL, MINERALS, ASPHALTUM AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM JAMES R. JOHNSON AND MILDRED E. JOHNSON, HUSBAND AND WIFE TO BERRY INVESTMENT CORPORATION, RECORDED NOVEMBER 25, 1957 IN BOOK 4376, PAGE 206 OF OFFICIAL RECORDS.

APN: 0239-932-37