

RESOLUTION NO. 2023-28

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT AND A FIRST AMENDMENT TO SITE LEASE; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF ALL NECESSARY DOCUMENTS AND OTHER RELATED ACTIONS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY CURRENTLY LEASED IN CONNECTION WITH THE LEASE AGREEMENT OF THE DISTRICT

WHEREAS, the Phelan Piñon Hills Community Services District, a community services district duly organized and validly existing under and pursuant to the laws of the State of California (the "*District*") entered into a lease agreement in the original aggregate principal amount of \$6,040,000, payment of which is provided by lease payments made by the District under the Lease Agreement, dated as of January 1, 2023 (as amended, the "*Lease Agreement*") by and between the District and the Municipal Finance Corporation (the "*Corporation*"), a corporation duly organized and existing under and by virtue of the laws of the State of California and in concordance with that certain Site Lease, dated as of January 1, 2023 (as amended, the "*Site Lease*") by and between the District and the Corporation; and

WHEREAS, pursuant to the Site Lease, the District leased to the Corporation certain real property, including all buildings and improvements thereon and to be located thereon (the "*Property*") and the Corporation, pursuant to the terms of the Lease Agreement, leased the Property back to the District; and

WHEREAS, the District and the Corporation desire to release a certain portion of real property from the lien of the Lease Agreement and the Site Lease (the "*Released Property*"); and

WHEREAS, Section 4.6 of the Lease Agreement enables the District to release the Released Property from the lien of the Lease Agreement and the Site Lease; and

WHEREAS, the District and the Corporation propose to amend the Lease Agreement and the Site Lease to effect the release of the Released Property from the lien of the Lease Agreement and the Site Lease; and

WHEREAS, the District and the Corporation propose to enter into a First Amendment to Lease Agreement and Memorandum of Lease Agreement dated as of December 1, 2023 by and between the Corporation and the District (the "*First Amendment to Lease Agreement*") in order to effect the release of the Released Property from the lien of the Lease Agreement; and

WHEREAS, the District and the Corporation propose to enter into a First Amendment to Site Lease dated as of December 1, 2023 (the "*First Amendment to Site Lease*") by and between

the District and the Corporation in order to effect the release of the Released Property from the lien of the Site Lease; and

WHEREAS, there have been made available (by filing with the Secretary of the Board) or presented to the Board of Directors of the District (the "**Board**") proposed forms of (collectively the "**Transaction Documents**") (a) the First Amendment to Lease Agreement; and (b) the First Amendment to Site Lease; and

WHEREAS, the Board desires to authorize and direct the execution of such documents and the consummation of such transaction; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transaction for the purpose, in the manner and upon the terms herein provided.

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

SECTION 1. The proposed forms of the Transaction Documents presented to this meeting and on file with the Secretary of the Board is hereby approved. The members of the Board, and the General Manager, or any designee thereof, (the "**Authorized Representatives**") are each hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver to the District said Transaction Documents, in substantially said forms, with such changes therein as the Authorized Representatives executing the same on behalf of the District may approve, such approval to be conclusively evidenced by such Authorized Representative's execution and delivery thereof and the Secretary of the Board is authorized to attest to the Transaction Documents, as needed.

SECTION 2. The Authorized Representatives of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, but not limited to, terminating and releasing the existing Property, preparation of title reports and/or purchase of a title insurance policy, certificates required in connection with any consent or approval needed prior to the completion of the transaction, engagement of professionals and other consultants as are necessary or desirable to accomplish the purposes of this transaction and to execute and delivery the Transaction Documents and other related documents. The appropriate officers of the District are hereby authorized and directed to execute and deliver any and all certificates, written requests and other certificates necessary or desirable to accomplish the transaction contemplated herein and to take such actions and to execute such documents as may be necessary to effectuate the purposes of the agreements referenced herein and of this Resolution.

SECTION 3. All actions heretofore taken by any Authorized Representatives of the District, with respect to the execution and delivery or in connection with or related to any of the agreements referenced herein, are hereby approved, confirmed and ratified.

[Signatures on the following page]

PASSED, APPROVED, and ADOPTED at a regular meeting of the Board of Directors of the Phelan Piñon Hills Community Services District, this 13th day of December, 2023.

AYES: Hays, Kujawa, Philips, Roberts, Snyder

NOES:

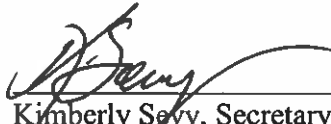
ABSENT:

ABSTAIN:



Rebecca Kujawa, President
Board of Directors

Attest:



Kimberly Sevy, Secretary
Board of Directors

RECORDING REQUESTED BY:
County of San Bernardino

AND WHEN RECORDED
RETURN TO:
Kutak Rock LLP
5 Park Plaza, Suite 1500
Irvine, California 82614-8595
Attention: Albert R. Reyes, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT (this "First Amendment"), dated for convenience as of December 1, 2023, is between Phelan Piñon Hills Community Services District, a community services district organized and existing under the Constitution and laws of the State of California (the "District"), as lessor, and the Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessee.

BACKGROUND:

1. The Corporation and the District entered into a Lease Agreement dated as of January 1, 2023, a memorandum of which was recorded on January 13, 2023, as Document No. 2023-0009942 in the official records of the County of San Bernardino (the "County"), as amended by this First Amendment to Lease Agreement and Memorandum of Lease Agreement dated as of December 1, 2023, and recorded concurrently herewith (as amended, the "Lease Agreement").

2. In connection with the execution and delivery of the Lease Agreement, the District and the Corporation also executed a Site Lease dated as of January 1, 2023, and recorded on January 13, 2023, as Document No. 2023-0009941 in the official records of the County (the "Site Lease").

3. The Lease Agreement was executed and delivered in order to finance the construction and improvement of certain real property owned by the District.

4. Pursuant to and in accordance with Section 4.6 of the Lease Agreement, the District and the Corporation now desire to release a certain portion of the Property (as defined in the Lease Agreement) from the Lease Agreement (the "Released Property").

5. The District and the Corporation desire to amend Exhibit A to the Lease Agreement to replace the legal description of the Property for the legal description, which is identified as Appendix A attached hereto, in order to release the Released Property from the lien of the Lease Agreement.

6. The conditions specified in Section 4.6 of the Lease Agreement to be satisfied prior to such release of the Released Property have been satisfied.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the District and the Corporation do hereby agree as follows:

SECTION 1. *Released Property.* The District and the Corporation hereby agree to amend Exhibit A to the Lease Agreement to replace the legal description of the Property for the legal description, which is identified as Appendix A attached hereto, in order to release the Released Property from the lien of the Lease Agreement.

SECTION 2. *Authority.* This First Amendment is being executed pursuant to and in accordance with Section 4.6 of the Lease Agreement.

SECTION 3. *Lease Agreement Continues in Effect.* Except as amended and supplemented by this First Amendment, the Lease Agreement shall remain in full force and effect and capitalized terms used but not defined herein shall have the meanings set forth in the Lease Agreement.


SECTION 4. *Execution in Counterparts.* This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same agreement. It is also agreed that separate counterparts of this First Amendment may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the District and the Corporation.

SECTION 5. *Effective Date.* This First Amendment shall become effective upon the recordation hereof in the official records of the County.

IN WITNESS WHEREOF, the Corporation and the District have caused this First Amendment to be executed in their respective names by their duly authorized officers, all as of the date first above written.

Attest

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT,
as Lessor

By 
Name Kimberly Sevy
Title District Clerk

By 
Donald Bartz,
General Manager

Attest

MUNICIPAL FINANCE CORPORATION,
as Lessee

By _____
Name
Title

By _____
William A. Morton,
President

APPENDIX A

DESCRIPTION OF PROPERTY REMAINING AFTER RELEASE OF RELEASED PROPERTY

RECORDING REQUESTED BY
Land Use Services
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME George Cardenas
STREET ADDRESS 4176 Warbler Road
CITY, STATE & ZIP CODE Phelan, CA 92371



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0315821

12/21/2023
10:39 AM
SAN
J6748

Titles: 1 Pages: 4

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

SPACE ABOVE FOR RECORDER'S USE ONLY

CERTIFICATE OF COMPLIANCE

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

PLANNING DIVISION
LAND USE SERVICES DEPARTMENT

AND WHEN RECORDED MAIL TO:

ATTN TO: George Cardenas
Phelan Pifion Hills Community Services District
4176 Warbler Road
Phelan, CA 92371

Exempt from recording fees per Govt Code 6103

PLANNING DIVISION
LAND USE SERVICES DEPARTMENT
385 N. Arrowhead Ave., San Bernardino CA 92415

NO: S2023-013
CERTIFICATE OF COMPLIANCE

APN: 0457-161-84

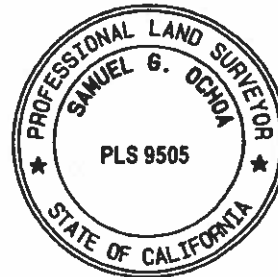
Property Owner(s): Phelan Pifion Hills Community Services District

Pursuant to Sections 66499.34 and 66499.35 of the Government Code of the State of California, the Land Use Services Department of the San Bernardino County hereby declares that a finding has been made that the following described real property complies with the California Subdivision Map Act and local ordinances adopted pursuant to that act. This finding does not supersede, modify, or affect any requirement or provisions of the San Bernardino County Code pertaining to land use regulations. Conditions below have been met to the satisfaction of the Land Use Services Department.

Legal Description: See attached Exhibit "A" & "B"

CONDITIONS OF APPROVAL: None

Legal Description Approved by: _____ Deputy
Thomas P. Herrin, County Surveyor
San Bernardino County - Public Works



Dated: 12/15/2023

By: _____
Heidi Duron, Planning Director
Land Use Services Department, San Bernardino County

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 SAN BERNARDINO)

On 12/15/23 before me, Rosie Griffith, Notary Public, personally appeared Heidi Duron who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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)

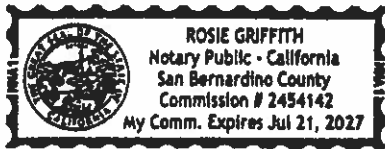


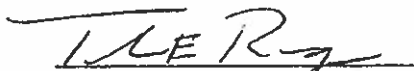
Exhibit "A"
PARCEL "C"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SAID SECTION 26;
2. THENCE SOUTH 89° 54' 55" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 150.00 FEET;
3. THENCE LEAVING SAID NORTH LINE SOUTH 00° 02' 59" EAST A DISTANCE OF 160.00 FEET;
4. THENCE SOUTH 89° 54' 55" WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 470.00 FEET;
5. THENCE SOUTH 00° 02' 59" EAST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 540.00 FEET;
6. THENCE NORTH 89° 54' 55" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 620.00 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4;
7. THENCE NORTH 00° 02' 59" WEST ALONG SAID EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING;

PARCEL "C" CONTAINS 8.24 ACRES MORE OR LESS

LEGAL DESCRIPTION PREPARED BY:


THOMAS E. RAGEN L.S. 6205; EXPIRES 03/30/2024

DATE: 12/7/23



RECORDING REQUESTED BY:
County of San Bernardino

AND WHEN RECORDED
RETURN TO:
Kutak Rock LLP
5 Park Plaza, Suite 1500
Irvine, California 92614-8595
Attention: Albert R. Reyes, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO SITE LEASE

This FIRST AMENDMENT TO SITE LEASE (this "First Amendment"), dated for convenience as of December 1, 2023, is between the Phelan Piñon Hills Community Services District, a community services district organized and existing under the Constitution and laws of the State of California (the "District"), as lessor, and Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessee.

BACKGROUND:

1. The Corporation and the District entered into a Lease Agreement dated as of January 1, 2023, a memorandum of which was recorded on January 13, 2023, as Document No. 2023-0009942 in the official records of the County of San Bernardino (the "County"), as amended by a First Amendment to Lease Agreement and Memorandum of Lease Agreement dated as of December 1, 2023, and recorded concurrently herewith (as amended, the "Lease Agreement").
2. In connection with the execution and delivery of the Lease Agreement, the District and the Corporation also executed a Site Lease dated as of January 1, 2023, and recorded on January 13, 2023, as Document No. 2023-0009941 in the official records of the County (the "Site Lease").
3. The Lease Agreement was executed and delivered in order to finance the construction and improvement of certain real property owned by the District.
4. Pursuant to and in accordance with Section 4.6 of the Lease Agreement, the District and the Corporation now desire to release a certain portion of the Property (as defined in the Lease Agreement) from the Lease Agreement (the "Released Property").

5. The District and the Corporation to amend Exhibit A to the Lease Agreement to replace the legal description of the Property for the legal description, which is identified as Appendix A attached hereto, in order to release the Released Property from the lien of the Site Lease.

6. The conditions specified in Section 4.6 of the Lease Agreement to be satisfied prior to such release of the Released Property have been satisfied.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the District and the Corporation do hereby agree as follows:

SECTION 1. *Released Property.* The District and the Corporation hereby agree to amend Exhibit A to the Site Lease to replace the legal description of the Property for the legal description, which is identified as Appendix A attached hereto, in order to release the Released Property from the lien of the Site Lease.

SECTION 2. *Authority.* This First Amendment is being executed in furtherance of the substitution of property being undertaken by the District and the Corporation in accordance with Section 4.6 of the Lease Agreement.

SECTION 3. *Site Lease Continues in Effect.* Except as amended and supplemented by this First Amendment, the Site Lease shall remain in full force and effect.

SECTION 4. *Execution in Counterparts.* This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same agreement. It is also agreed that separate counterparts of this First Amendment may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the District.

SECTION 5. *Effective Date.* This First Amendment shall become effective upon the recordation hereof in the official records of the County.

IN WITNESS WHEREOF, the District and the Corporation have caused this First Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

Attest

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT,
as Lessor

By 
Name Kimberly Seung
Title District Clerk

By 
Donald Bartz,
General Manager

Attest

MUNICIPAL FINANCE CORPORATION,
as Lessee

By _____
Name
Title

By _____
William A. Morton,
President

RECORDING REQUESTED BY
Land Use Services
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME George Cardenas
STREET ADDRESS 4176 Warbler Road
CITY, STATE & ZIP CODE Phelan, CA 92371



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0315821

12/21/2023
10:39 AM
SAN

Titles: 1 Pages: 4

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

SPACE ABOVE FOR RECORDER'S USE ONLY

CERTIFICATE OF COMPLIANCE

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

PLANNING DIVISION
LAND USE SERVICES DEPARTMENT

AND WHEN RECORDED MAIL TO:

ATTN TO: George Cardenas
Phelan Pifon Hills Community Services District
4176 Warbler Road
Phelan, CA 92371

Exempt from recording fees per Govt Code 6103

PLANNING DIVISION
LAND USE SERVICES DEPARTMENT
385 N. Arrowhead Ave., San Bernardino CA 92415

NO: S2023-013
CERTIFICATE OF COMPLIANCE

APN: 0457-161-84

Property Owner(s): Phelan Pifon Hills Community Services District

Pursuant to Sections 66499.34 and 66499.35 of the Government Code of the State of California, the Land Use Services Department of the San Bernardino County hereby declares that a finding has been made that the following described real property complies with the California Subdivision Map Act and local ordinances adopted pursuant to that act. This finding does not supersede, modify, or affect any requirement or provisions of the San Bernardino County Code pertaining to land use regulations. Conditions below have been met to the satisfaction of the Land Use Services Department.

Legal Description: See attached Exhibit "A" & "B"

CONDITIONS OF APPROVAL: None

Legal Description Approved by: _____ Deputy
Thomas P. Herrin, County Surveyor
San Bernardino County - Public Works



Dated: 12/15/2023

By: _____
Heidi Duron, Planning Director
Land Use Services Department, San Bernardino County

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 SAN BERNARDINO)

On 12/15/23 before me, Rosie Griffith, Notary Public, personally appeared Heidi Duron who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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)

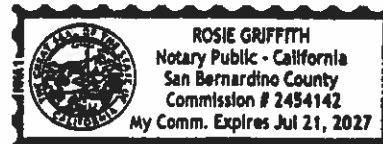


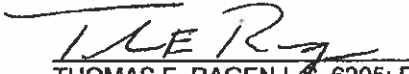
Exhibit "A"
PARCEL "C"

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PARCEL "C" CONTAINS 8.24 ACRES MORE OR LESS

LEGAL DESCRIPTION PREPARED BY:


THOMAS E. RAGEN L.S. 6205; EXPIRES 03/30/2024

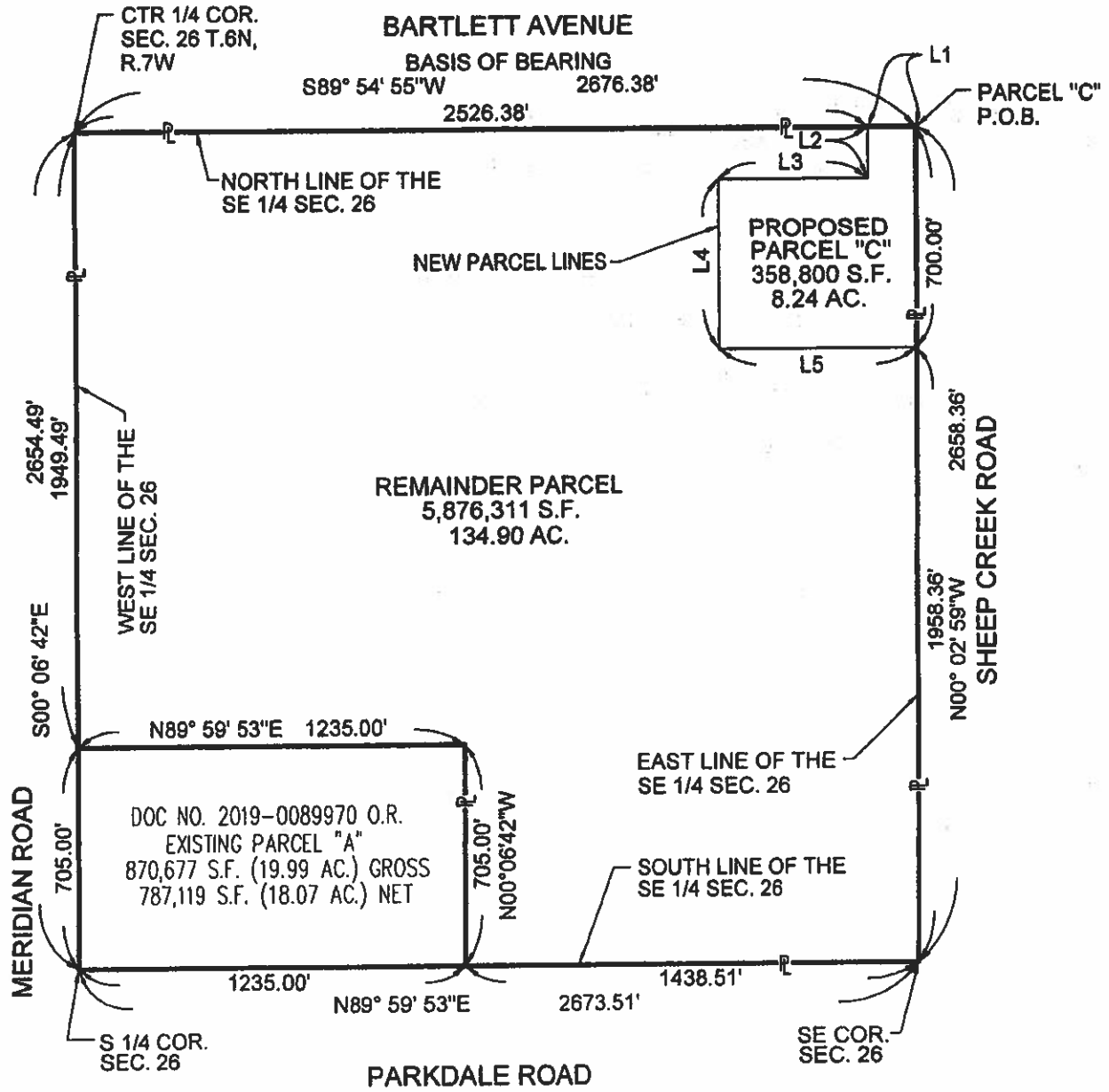
DATE: 12/7/23



EXHIBIT B

PARCEL "C"

SE 1/4 SECTION 26, T.6N, R.7W



P.O.B. = POINT OF BEGINNING



SCALE 1"=500'

LINE TABLE

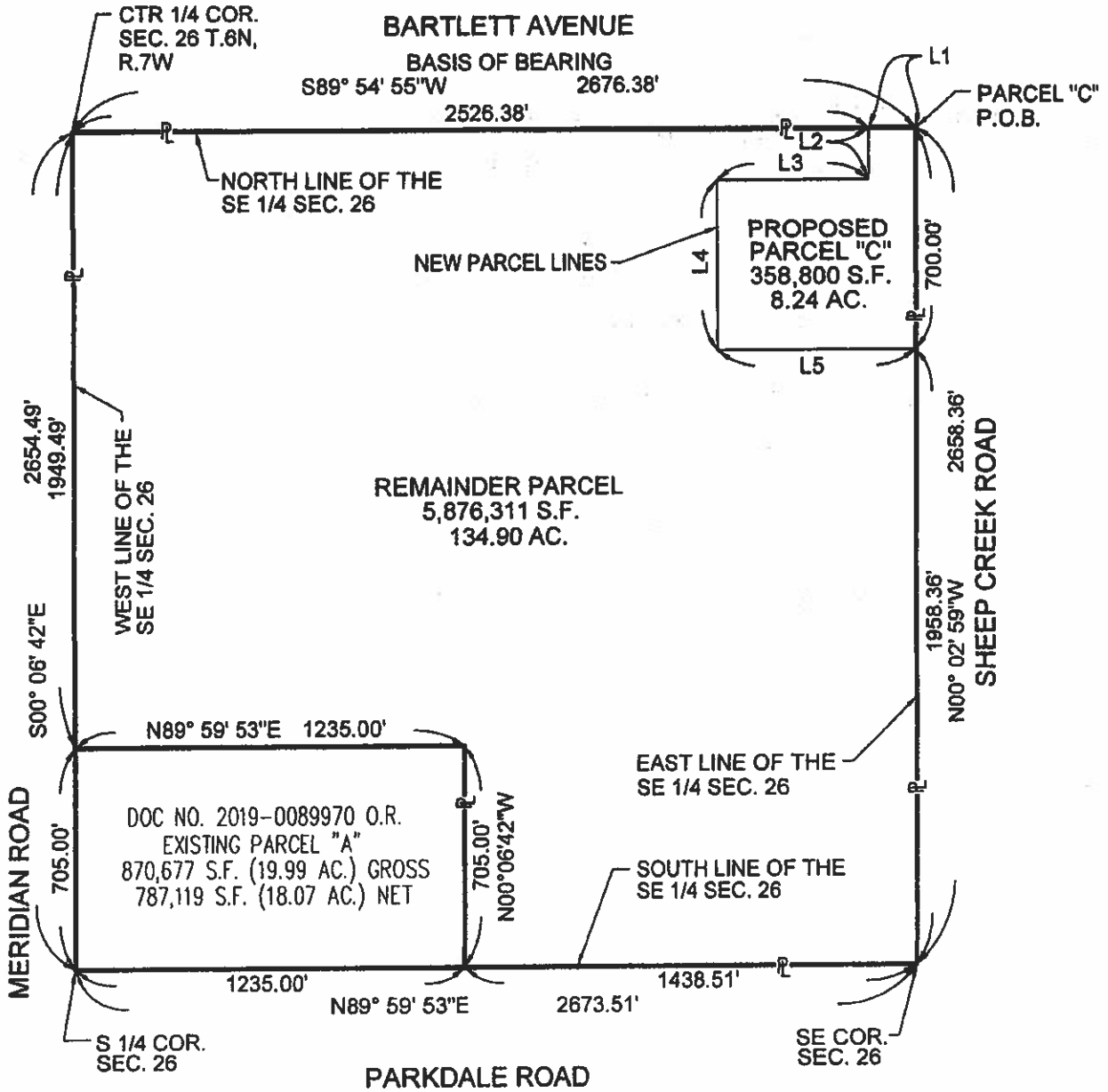
#	BEARING	DISTANCE
L1	S89°54'55"W	150.00'
L2	S00°02'59"E	160.00'
L3	S89°54'55"W	470.00'
L4	S00°02'59"E	540.00'
L5	N89°54'55"E	620.00'



EXHIBIT B

PARCEL "C"

SE 1/4 SECTION 26, T.6N, R.7W



P.O.B. = POINT OF BEGINNING



SCALE 1"=500'

LINE TABLE

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L2	S00°02'59"E	160.00'
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L5	N89°54'55"E	620.00'

