

## **AGENDA**

### **Transit Committee Meeting**

**November 10, 2021**

**9:00 AM**

**Location**

San Bernardino County Transportation Authority

*First Floor Lobby Board Room*

1170 W. 3rd Street, San Bernardino, CA 92410

### ***Transit Committee Membership***

**Chair**

Vice Mayor Ray Marquez  
City of Chino Hills

Mayor Pro Tem Alan Wapner  
City of Ontario

**Vice Chair**

Council Member David Avila  
City of Yucaipa

Mayor L. Dennis Michael  
City of Rancho Cucamonga

Mayor Frank Navarro  
City of Colton

Mayor Deborah Robertson  
City of Rialto

Mayor Acquanetta Warren  
City of Fontana

Mayor John Valdivia  
City of San Bernardino

Mayor Pro Tem Larry McCallon  
City of Highland

Council Member Rick Denison  
Town of Yucca Valley

Mayor John Dutrey  
City of Montclair

Supervisor Dawn Rowe  
County of San Bernardino

**San Bernardino County Transportation Authority  
San Bernardino Council of Governments**

**AGENDA**

**Transit Committee Meeting**

**November 10, 2021  
9:00 AM**

**Location**

**SBCTA Office**

**First Floor Lobby Board Room**

**1170 W. 3rd Street, San Bernardino, CA 92410**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

**CALL TO ORDER**

(Meeting Chaired by Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Betty Pineda

**Possible Conflict of Interest Issues**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

**1. Information Relative to Possible Conflict of Interest**

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**This item is prepared monthly for review by Board of Directors and Committee members.**

Pg. 9

## **CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

### **Consent - Transit**

- 2. Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company**

Pg. 11

Receive and file change order report.

**Presenter: Victor Lopez**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

## **DISCUSSION ITEMS**

### **Discussion - Transit**

- 3. Amendment No. 1 to Contract No. 21-1002621 with Nossaman, LLP for Legal Advisement Services for the Brightline West Lease and Revised Cucamonga Station Agreement**

Pg. 19

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$200,000 of Valley Local Transportation Funds to Task 0313, Transit Right of Way Management, to support the development of the Brightline West lease and revised Cucamonga Station Agreement.

B. Approve Amendment No. 1 to Contract No. 21-1002621 with Nossaman, LLP for legal advisement services related to the Brightline West lease and revised Cucamonga Station Agreement, increasing the contract amount by \$200,000, for a new not-to-exceed amount of \$250,000, to be funded with Local Transportation Funds – Rail, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

**Presenter: Carrie Schindler**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendment.**

- 4. Defer Shortway Subdivision Quiet Zone Project**

Pg. 25

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Defer the Shortway Subdivision Quiet Zone Project (Project) until the Southern California Regional Rail Authority identifies a schedule for the maintenance and rehabilitation work to be completed.

B. De-allocate the remaining estimated balance of \$3,240,000 of unexpended Local Valley Transportation Funds currently allocated to the Project.

**Presenter: Victor Lopez**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item.**

## **5. Purchase & Sale Agreements with WPH Holdings, LLC for Upland Surplus Properties** Pg. 27

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director, or his designee, to execute Purchase and Sale Agreements for the sale of Assessor's Parcel Numbers 1046-605-01, 1046-605-02, and 1046-605-03 in the City of Upland, known as the Upland Surplus Properties, to WPH Holdings, LLC, a California limited liability company, for a negotiated sale amount of \$1,600,000, upon approval as to from by counsel.

**Presenter: Ryan Aschenbrenner**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreements.**

### **Public Comment**

Brief Comments from the General Public

### **Comments from Board Members**

Brief Comments from Board Members

## **ADJOURNMENT**

### **Additional Information**

Attendance

Pg. 68

Acronym List

Pg. 69

Mission Statement

Pg. 71

**The next Transit Committee Meeting is scheduled for December 9, 2021.**

## **Meeting Procedures and Rules of Conduct**

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

**Accessibility** - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

**Closed Session Agenda Items** – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

## **General Practices for Conducting Meetings of Board of Directors and Policy Committees**

### **Attendance.**

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

### **Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

### **The Vote as specified in the SANBAG Bylaws.**

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

### **Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*



## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** November 10, 2021

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

***Background:***

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
2	16-1001531	Stadler US, Inc. <i>Martin Ritter</i>	None
2	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
2	19-1002070	Granite Construction Company Brad J. Williams	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc. PGC Construction, Inc. H & H Engineering

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

November 10, 2021

Page 2

2 Cont'd			Construction, Inc. CL Coatings, Inc. Crown Fence Co. Air & Lube Systems, Inc. Wine Gardner Masonry, Inc. Meadows Sheet Metal & Air Conditioning, Inc. Dba Meadows Mechanical
3	21-1002621	Nossaman, LLP Bernadette Duran-Brown	None
5	APN 1046-605-01, APN 1046-605-02 & APN 1046-605-03	WPH Holdings, LLC <i>Fariba Atighehchi</i>	None

**Financial Impact:**

This item has no direct impact on the annual budget.

**Reviewed By:**

This item is prepared monthly for review by Board of Directors and Committee members.

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail Programs

Approved  
Transit Committee  
Date: November 10, 2021

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** November 10, 2021

***Subject:***

Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company

***Recommendation:***

Receive and file change order report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) has two ongoing construction contracts and one vehicle procurement contract related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had the following CCOs executed since the last report:
  - 1) CCO 118.1: Orange Street landscaping revisions (\$19,967.48)
  - 2) CCO 123: Mountain View conduit repair (\$14,117.53)
  - 3) CCO 124: Contaminated soil at the new downtown parking lot (\$6,000.00)
  - 4) CCO 126: University of Redlands station revisions (\$39,089.14)
  - 5) CCO 128: Drainage System (DS) 18 unknown utility conflict (\$982.20)
  - 6) CCO 129: Excel Automotive retaining wall (\$40,616.18)
  - 7) CCO 130: Pier protection wall 62.37 footing modifications (\$9,460.39)
  - 8) CCO 131: Temporary storm drain connection Mill Street (\$25,114.83)
  - 9) CCO 132: Temporary storm drain connection Tippecanoe Avenue (\$25,114.83)
  - 10) CCO 133: Temporary storm drain connection Nevada Street-SCE facilities (\$25,114.83)
  - 11) CCO 134: Temporary storm drain connection Tennessee-Frontier facilities (\$25,114.83)
  - 12) CCO 135: Temporary storm drain connection 6<sup>th</sup> Street-Frontier facilities (\$25,114.83)
  - 13) CCO 136: Temporary storm drain connection Tippecanoe Avenue-Frontier facilities (\$25,114.83)
  - 14) CCO 137: Temporary storm drain connection 6<sup>th</sup> Street – SCE facilities (\$25,114.83)
  - 15) CCO 138: Temporary storm drain connection Nevada Street-SCG facilities (\$25,114.83)
  - 16) CCO 139: Waterman Avenue type A-4 ditch manmade object removal (\$9,785.48)

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

November 10, 2021

Page 2

17) CCO 140: Tippecanoe Avenue Reinforced Concrete Box (RCB) downstream erosion protection (\$32,600.24)

18) CCO 142: Ditch B-6 driveable grass revisions (\$69,611.30)

C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had the following CCOs executed since the last report:

1) CCO 022: Provide extension of armed-guard site security (\$81,000.00)

2) CCO 027: Vehicle Jack Disconnect installation (\$21,469.61)

3) CCO 028: Provide conduit/power to AC Variable Air Volume (VAV) or Constant Air Volume (CAV) units, and Hand Dryers (\$29,729.94)

4) CCO 030: Modifications to Mezzanine Working Platform (\$500,000.00)

5) CCO 032: Grid Line 1 Door Clearance Retrofit (\$500,000.00)

6) CCO 043: Provide manpower & equipment to support unloading of Stadler spare parts (\$15,000.00)

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Victor Lopez, Director of Capital Delivery

---

Approved  
Transit Committee  
Date: November 10, 2021

Witnessed By:

---

San Bernardino County Transportation Authority

## Rail and Transit Construction Contracts

<b>RPRP- Mainline Construction Flatiron West, Inc (17-1001705)</b>		
<b>Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1	No cost change order, adjusting insurance language for SCRRA's ROE req's	\$0.00
2	Increase Bid Item #23 - Removal and Disposal of contaminated soil with a not-to-exceed value of \$5,300,000 to compensate the contractor for unforeseen contaminated soil levels within the back 6 miles of the RPRP and anticipated levels of contaminated soil within the front 3 miles.	\$5,300,000.00
3	Railroad Signal (existing) at Arrowhead Avenue damaged due to 3rd party traffic incident.	\$4,394.91
4	Increase track subgrade compaction from 90% to 95% along the guideway to comply with SCRRA standards.	\$175,000.00
5	Increase pothole bid item for additional potholes required for the project. Original bid item included 200 potholes and amount of potholes needed has increased to approximately 860 potholes.	\$584,326.00
6	Modifications to the Best Management Practices (BMP) required by the Storm Water Pollution Prevention Plan (SSWPP) at 133 E Street (future parking lot).	\$26,511.09
7	CN 027 - Emergency repairs to Twin Creek Bridge following transient activity.	\$35,077.95
8	CN 027 - Upsize Casing for Pier Protection Wall CIDH due to unforeseen constructability issues.	\$41,650.83
9	CN 017 - Subsurface investigation at Santa Ana River Bridge Cast in Drilled Hole (CIDH) to determine extent of unsuitable material.	\$8,923.65
10	CN 039 - Alt Supplier for Wayside Messaging Server as previous Supplier no longer manufactures it.	\$30,703.15
11	CN 040 - Battery Chargers medel revisions.	\$9,435.76
12	CN 004 - Encasement of City of Riverside 36" Water Transmission Main to bring up to SCRRA standards.	\$131,249.27
13	CN 005 - Storm Drain DS17 Design Revision.	\$3,983.65
14	CN 020 - Revised Signal Vault Layout at Richardson Street.	\$6,863.27
15	CN 041 - Bid Item 532 Increase in QTY.	\$2,369.00
16	CN 015 - Temporary Construction Easement revision at Mad Atom/Pacific Desert Property due to access point change and revised TCE area from owner.	\$36,110.15
17	CN 003 - Flatiron West, Inc. to install 68 linear feet of casing for Frontier at Arrowhead Avenue.	\$71,235.58
18	CN 083 - Increase Bid Item 10 - Permit allowance.	\$90,000.00
19	CN 058 - Arrowhead Avenue SCE conduit and casing installation.	\$207,714.40
20	CN 092 - Increase Bid Item 23 - Removal and disposal of contaminated soil to eliminate remaining contaminated soil along the RPRP.	\$3,300,000.00
21	CN 024 - Confirmation and establishment of new survey control points due to variances and discrepancies with survey design.	\$89,672.02
22	CN 048 - Orange Show Road Utility Protection Slab.	\$32,867.10
23	CN 057 - Arrowhead Avenue sewer bypass and sewer line replacement.	\$26,232.96
25	CN 016 - Easement at Mad Atom Revised TCE.	\$4,151.63
26	CN 022 - Soil Sampling and Analysis at University Station.	\$9,845.51
27	CN 055 - Hanging Scaffolding at Twin Creek Bridge to allow work to commence prior to issuance of the 408 Environmental Permit.	\$51,802.36
24	CN 52 - Elimination of earthen ditch at Tennessee Street.	\$7,665.25
28	CN 89 - 6th Street SCE distribution facility relocation by FWI.	\$119,443.92
29	CN 79 - Install 20" steel casing for SCG at CP Redlands (Stoddard Ave).	\$13,590.42
30	CN 49 - FWI to construct return walls at each station per revised design.	\$39,524.11
31	CN 69 - Construct dry utility protection slab at D Street for SCE facility.	\$24,956.12
32	CN 70 - Construct dry utility protection slab at 5th Street for SCE facility.	\$25,254.81
33	CN 71 - SCE metering pedestal location revisions at Sierra Way.	\$1,957.71
34	CN 107 - Waterman 36" water main protection slab precast material costs .	\$96,273.62

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
Amounts shown in parentheses represent a credit to the Agency

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders to on-going Contracts with Stadler, Flatiron &

## Rail and Transit Construction Contracts

35	CN 51 & CN 56 - Welded wire mesh installation at two locations to fill in gaps for protection of ROW.	\$14,469.64
36	CN 073 - SCE metering pedestal location revisions at Orange Show Road.	\$6,882.01
37	CN 84 - Replace existing IJ at CP Redlands due to rail continuity test defect.	\$9,006.27
38	CN 29 - Install 2 headwalls at DS-6 per SCRRRA standards.	\$20,424.41
39	CN 59 - Revised grades at Colton due to changes in survey data.	\$1,800.22
40	CN 36 - Due to Esri adjacent project, increase depth of SCRRRA turnout wall at Downtown Redlands Station platform.	\$33,290.41
41	CN 28 - Revisions to Gage Canal Blow Off Line	\$18,188.39
42	CN 80 - SCE Metering revisions to 7th street	\$41,855.16
43	CN 43 - E Street paving revisions due to ADA compliance.	\$4,083.49
44	CN 132 - SCE Manhole construction at 6th street	\$59,199.57
45	CN 94 - VCP Sewer bypass at Arrowhead Avenue	\$27,384.35
46	CN 82 - Waterman Avenue Waterline Slab Protection	\$184,133.88
47	CN 76 - SCE metering provisions at Waterman Avenue.	\$27,248.73
48	CN 23 - Soil Sampling and Analysis for Front 3.	\$9,359.49
49	CN 116 - Commercial driveway Arrowhead Ave premium time.	\$4,408.05
50	CN 103 - Revised Fencing Alignment	\$33,704.20
51	CN 124 - E Street Signal vault elevation adjustment	\$3,090.07
52	CN 44 - City of Redlands Water Service and connection construction at Redlands stations.	\$34,040.49
53	CN 53 - Mountain View skeleton track construction during IVDA construction	\$64,034.97
54	CN 96 - Operator Change Engineering costs associated with communication systems redesign	\$453,945.69
54.1	CN 105 - Communication design changes, material costs	\$452,027.77
55	CN 101 - Replace Drivable grass with Rip Rap	\$483,544.88
56	CN 117 - Communication Ductbank and Slurry Bid Item #265 increase	\$132,975.00
57	CN 109 - Replace switch block ties for spur 2	\$11,028.03
58	CN 112 - Sta 266+00 Abandoned drainage structure	\$4,411.52
59	CN 035 - Field investigation to locate City of Riverside blow off	\$3,405.64
60	CN 118 - Increase BI 270	\$15,000.00
61	CN 119 - Increase BI 271	\$10,000.00
62	CN 104 - E Street waterline relocation	\$120,052.18
63	CN 145 - Mitten building roof drain erosion protection	\$1,953.99
64	CN 163 - DS-16 Repair Work (IVDA Damage)	\$9,843.25
65	CN 091 - Modifications to the Santa Ana River Bridge at SARTS abutment	\$130,126.33
66	CN 147- Anchor bolt inspection on existing light foundations	\$952.50
67	CN 067 - SCE Metering provisions Richardson Street	\$56,862.04
68	CN 143 - SCE Metering provisions Stoddard Street	\$23,664.29
70	CN 077 - SCE Metering provisions West Colton Avenue	\$31,040.13
71	CN 093 - Mill Street traffic incident	\$48,973.29
72	CN 072 - SCE Metering provisions Mill Street	\$16,758.16
73	CN 062 - Headblock ties for CP ZEMU	\$7,000.00
74	CN 155 - University Parking lot drainage revisions	\$22,811.14
75	CN 075 - Arrowhead Ave encase existing utilities	\$26,171.45
76	CN 139 - Esri Station Canopy Overhang Support	\$5,651.41
77	CN 159 - UD 29-2 Cleanout conflict with No 14 turnout	\$2,484.74
78	CN 078 - SCE Metering provisions Nevada Street	\$32,931.58
79	CN 064 - SCE Metering provisions University Street	\$45,000.00
80	CN 157 - SCE Metering provisions Orange Street	\$7,237.29
81	CN 081 - SCE Metering provisions Church Street	\$18,947.80

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
Amounts shown in parentheses represent a credit to the Agency

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders to on-going Contracts with Stadler, Flatiron &

## Rail and Transit Construction Contracts

82	CN 110 - Rip rap adjacent to DS-12	\$104,105.01
83	CN 042 - Revised signal WCNSS plans	\$75,000.00
84	CN 074 - SCE Metering provisions Alabama Street	\$36,500.00
85	CN 129 - SBTC Parking Lot Mods	\$99,000.00
86	CN 086 - Warm Creek Channel Revisions	\$14,000.00
87	CN 061 - Tippecanoe Station Frontier Conduit install	\$20,697.85
88	CN 106 - University Street Driveway at Apartments	\$14,000.00
89	CN 128 - Historic Warm Creek Bridge block wall	\$13,500.00
90	CN 046 - DS 24 Catch basin modification	\$3,700.00
91	CN 120 - Increase BI 434 (Continuous Welded Rail)	\$12,233.76
93	CN 090 - Nevada St SCE Mainline Relocation	\$155,000.00
94	CN 097 - Gage canal floodwall revisions	\$95,000.00
95	CN 133 - SARB Utility Hangars	\$110,000.00
96	CN 150 - SBTC Platform conduit revisions and installation	\$60,000.00
97	CN 102 - UOR Station Revisions	\$50,000.00
99	CN 111 - Install conduit needed for communications services at University of Redlands Station	\$25,500.00
100	CN 151 - Install conduit needed for communications services at Downtown Redlands Station	\$21,481.71
101	CN 135, SCRRA parking lot blow-off relocation	\$18,583.15
102	CN 162, Twin Creek guardrail expansion	\$11,170.00
103	CN 149, Arrowhead Avenue streetlight adjustment	\$11,000.00
104	CN 122, California Avenue traffic signal pole revisions	\$7,777.25
105	CN 012, Changes to gravity walls based upon field conditions	\$9,075.40
106	CN 154, Frontier conduit at Esri station	\$4,704.00
110	CN 169, Bryn Mawr guard panel	\$12,000.00
111	CN 174, City of Redlands water service Esri station	\$10,000.00
112	CN 063, Left hand switch ties #10 cross over at CP Zanja	\$8,000.00
113	CN 153 - Signal Shelter Battery Charging provisions	\$30,309.27
114	CN 166, CP Redlands signal house fence damage due to 3 <sup>rd</sup> party	\$9,197.40
115	CN 170, Santa Ana River Bridge flexible conduit protection	\$3,752.49
117	Bid item quantity reconciliation	\$98,066.41
118	CN 183 - Orange Street Drainage Revisions	\$49,493.43
<b>118.1</b>	<b>CN 183 - Orange Street Landscaping Revisions</b>	<b>\$19,967.48</b>
119	CN 144, Leaving signal MP 60.24 light aircraft damage and repair	\$31,276.01
120	CN 148, Sierra Way street light revisions	\$23,000.00
121	CN 172, SCE Metering revisions at Texas Street	\$8,428.38
122	CN 193, Central Avenue signal shelter retaining wall	\$13,165.23
<b>123</b>	<b>CN 214, Mountain View Conduit repair</b>	<b>\$14,117.53</b>
<b>124</b>	<b>CN 161, Contaminated soil at SCRRA parking lot</b>	<b>\$6,000.00</b>
125	Quantity reconciliation Bid Item 273 Fiber Optic	\$250,722.30
<b>126</b>	<b>CN 095, U of R station revisions</b>	<b>\$39,089.14</b>
<b>128</b>	<b>CN 213, Drainage System (DS-18) unknown utility conflict</b>	<b>\$982.20</b>
<b>129</b>	<b>CN 199, Excel automotive retaining wall</b>	<b>\$40,616.18</b>
<b>130</b>	<b>RFC 016, pier protection wall 62.37 footing mods</b>	<b>\$9,460.39</b>
<b>131</b>	<b>CN 006, Temporary storm drain connection Mill St</b>	<b>\$25,114.83</b>
<b>132</b>	<b>CN 006, Temporary storm drain connection Tippecanoe</b>	<b>\$25,114.83</b>
<b>133</b>	<b>CN 006, Temporary storm drain connection Nevada SCE</b>	<b>\$25,114.83</b>
<b>134</b>	<b>CN 006, Temporary storm drain connection Tennessee Frontier</b>	<b>\$25,114.83</b>
<b>135</b>	<b>CN 006, Temporary storm drain connection 6th Street Frontier</b>	<b>\$25,114.83</b>

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
Amounts shown in parentheses represent a credit to the Agency

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders to on-going Contracts with Stadler, Flatiron &

## Rail and Transit Construction Contracts

136	CN 006, Temporary storm drain connection Tippecanoe Frontier	\$25,114.83
137	CN 006, Temporary storm drain connection 6th St SCE	\$25,114.83
138	CN 006, Temporary storm drain connection Nevada SCG	\$25,114.83
139	CN 178, Waterman Avenue type A-4 ditch manmade object removal	\$9,785.48
140	CN 220, Tippecanoe Avenue RCB downstream erosion protection	\$32,600.24
142	CN 189, Ditch B-6 driveable grass revisions	\$69,611.30
<b>CCO TOTAL</b>		<b>\$15,342,777.73</b>
<b>APPROVED CONTINGENCY</b>		<b>\$15,423,207.19</b>
	<b>CONTINGENCY INCREASE</b>	<b>\$7,711,607.40</b>
<b>REMAINING CONTINGENCY</b>		<b>\$7,792,036.86</b>

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders with Stadler, Flatiron &

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
 Amounts shown in parentheses represent a credit to the Agency



## Rail and Transit Construction Contracts

<b>RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)</b>		
<b>Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
1	Increase to the contract permit allowance (bid item 3)	\$110,000.00
2	Demolish and rebuild two active junction structures. One structure was unknown and buried beneath the future location of the AMF building footing. The other structure was found in a location that varied from the as-builts and in conflict with a new storm drain construction.	\$127,069.75
3	Sanitary Sewer Relocation - Relocate existing sanitary sewer trunk line per SBMWD approved design revision.	\$470,000.00
4	36" Storm Drain Realignment & Water Quality Revisions.	\$25,727.85
5	Site Domestic & Fire Water Revisions - Implement revisions to site domestic and fire water lines, per design revision.	\$60,000.00
6	Building Footing & Slab Revisions - Increased some building footings and thickened slab dimensions.	\$118,107.28
7	Water quality plan check revisions.	\$649,083.54
8	Site lighting revisions.	\$230,610.38
9	Deductive Change - Deductive credit for elimination of Operations Building, vehicle lifts & landscaping.	(\$1,027,276.00)
11	RPRP Communication Site Redesign - Revisions in site communications due to change in operators (i.e. from Omnitrans to SCRRA).	\$297,393.47
12	Time Impact Analysis 1.2 (Sewer) - Increase time related overhead for sewer delays.	\$300,000.00
13	Modifications to asphalt concrete paving limits & utility adjustments	\$284,000.65
14	Addition of fire retardant framing in the electrical communication room and detection of a separate air compressor room.	\$40,000.00
15	Miscellaneous electrical revisions for conduit and breakers	\$36,026.30
19	Bumping Post Modifications.	\$4,750.00
20	Addition of phone and internet conduit.	\$27,846.50
21	Perform structural review of preliminary door & mezzanine retrofits (T&M)	\$42,000.00
22	<b>Extension of Site Security</b>	<b>\$81,000.00</b>
23	Relocation of Oil Drip Pan (Lump Sum)	\$17,000.00
24	Modifications to light pole foundations due to unforeseen obstructions.	\$9,323.73
25	Additional door hardware	\$3,805.20
27	<b>Vehicle Jack Disconnect</b>	<b>\$21,469.61</b>
28	<b>Power to BMS VAV CAV and Hand Dryers</b>	<b>\$29,729.94</b>
29	Main Gate Retrofit	\$9,976.37
30	<b>Mezzanine Working Platform Revisions</b>	<b>\$500,000.00</b>
32	<b>Grid Line 1 Door Clearance Retrofit</b>	<b>\$500,000.00</b>
43	<b>Support Unloading Stadler Spare Parts</b>	<b>\$15,000.00</b>
<b>CCO TOTAL</b>		<b>\$2,982,644.57</b>
<b>APPROVED CONTINGENCY</b>		<b>\$8,363,400.00</b>
<b>REMAINING CONTINGENCY</b>		<b>\$5,380,755.43</b>

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
 Amounts shown in parentheses represent a credit to the Agency

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders to on-going Contracts with Stadler, Flatiron &amp;

## Rail and Transit Construction Contracts

RPRP- Vehicle Procurement from Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
1	Additional ADA seating and bicycle storage capacity.	\$118,500.00
2	Engineering and testing for modifications to the SBCTA DMU in preparation for future retractable steps.	\$222,300.00
3	Adjustment of the contract milestone schedule.	\$93,400.00
4	Adjustment of DMU color scheme to match SCRRA branding.	\$49,434.00
5	Modification of the propulsion master controller.	\$118,890.83
6	Addition of dual end Positive Train Control power cycle functionality.	\$54,520.00
<b>CCO TOTAL</b>		<b>\$657,044.83</b>
<b>APPROVED CONTINGENCY</b>		<b>\$3,390,508.00</b>
<b>REMAINING CONTINGENCY</b>		<b>\$2,733,463.17</b>

Attachment: November 2021 TC Change Orders [Revision 1] (8111 : Contract Change Orders to on-going Contracts with Stadler, Flatiron &

**Bold-**Construction Change Orders approved since the last reporting to the Transit Committee  
 Amounts shown in parentheses represent a credit to the Agency

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** November 10, 2021

***Subject:***

Amendment No. 1 to Contract No. 21-1002621 with Nossaman, LLP for Legal Advisement Services for the Brightline West Lease and Revised Cucamonga Station Agreement

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$200,000 of Valley Local Transportation Funds to Task 0313, Transit Right of Way Management, to support the development of the Brightline West lease and revised Cucamonga Station Agreement.

B. Approve Amendment No. 1 to Contract No. 21-1002621 with Nossaman, LLP for legal advisement services related to the Brightline West lease and revised Cucamonga Station Agreement, increasing the contract amount by \$200,000, for a new not-to-exceed amount of \$250,000, to be funded with Local Transportation Funds – Rail, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements.

***Background:***

In July 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 21-1002447, a Memorandum of Understanding with DesertXpress Enterprises, LLC, also known as Brightline West, related to development of a privately funded high-speed passenger rail connection between Las Vegas, Nevada, and the Rancho Cucamonga Metrolink station, now known as Cucamonga Station. As part of the coordination efforts, development of a lease agreement for a portion of the San Gabriel Subdivision between Interstate 15 and Cucamonga Station is needed. Further, given the shared use of the Cucamonga Station and potential transit-oriented development, the City of Rancho Cucamonga requested we update the station area agreement with a new agreement.

Contract No. 21-1002621 was awarded to Nossaman, LLP under General Counsel Authority, in accordance with SBCTA Procurement Policy No. 11000, Section VIII.B.5 - General Counsel, for legal advisement services related to these efforts in an amount of \$50,000. Negotiations and work are ongoing and an increase to the contract amount is needed. The complexity and length of the negotiations are beyond what was expected in the initial cost proposal. As the amendment amount exceeds General Counsel's authority amount of \$100,000, staff is requesting approval of Amendment No. 1 to Contract No. 21-1002621, increasing the contract amount by \$200,000, for a new, not-to-exceed amount of \$250,000, to be funded with Local Transportation Funds - Rail.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2021/2022 Budget. An administrative budget adjustment will be processed.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendment.

*Entity: San Bernardino County Transportation Authority*

Transit Committee Agenda Item  
November 10, 2021  
Page 2

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

---

Approved  
Transit Committee  
Date: November 10, 2021  
Witnessed By:

San Bernardino County Transportation Authority



**AMENDMENT NO. 1 TO CONTRACT NO. 21-1002621**

**FOR**

**LEGAL ADVISEMENT SERVICES FOR AGREEMENTS RELATED TO BRIGHTLINE  
AT RANCHO CUCAMONGA METROLINK STATION**

**(NOSSAMAN, LLP)**

This Amendment No. 1 to Contract No. 21-1002621 is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and the firm of Nossaman, LLP (“ATTORNEY”). SBCTA and ATTORNEY are each a “Party” and collectively are “Parties”.

**RECITALS**

- A. SBCTA, under Contract No. 21-1002621, engaged ATTORNEY to provide legal services relating to the development of a Brightline high speed passenger rail station and use of a portion of the San Gabriel Subdivision at the Rancho Cucamonga Metrolink Station, including preparing and negotiating agreements and providing legal advice and counsel (“Contract”); and
- B. SBCTA and ATTORNEY desire to amend the Contract to increase the contract price by \$200,000.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, SBCTA and ATTORNEY agree as follows:

1. ARTICLE 3.1 COMPENSATION is deleted and replaced in its entirety to read as follows;
 

“3.1 The total Not-To-Exceed Amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) for Services to be provided under this Contract. SBCTA shall compensate ATTORNEY for Services performed pursuant to the rates set forth in Exhibit “B”, Attorneys’ Fees and Charges. The hourly rates identified in Exhibit “B” shall remain fixed for the term of this Contract and include ATTORNEY’s direct labor costs, indirect costs, and profit. All costs and expenses shall be reimbursed for the amounts identified in Exhibit “B”. SBCTA will not reimburse for any expenses not shown in Exhibit “B”. ”
2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 1, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.

4. This Amendment No. 1 is effective upon execution by SBCTA.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 below.

**NOSSAMAN, LLP**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Bernadette Duran-Brown  
Partner

Date: \_\_\_\_\_

By: \_\_\_\_\_

Curt Hagman  
Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_

Jeffery Hill  
Procurement Manager

Date: \_\_\_\_\_

Attachment: Amendment 21-1002621-1 (8129 : Amendment No. 1 To Legal Services Contract No. 21-1002621)

## EXHIBIT "B"

## ATTORNEY'S FEES AND CHARGES

Pricing is on a time-and-materials basis based upon ATTORNEY's hourly billable rates below:

<u>Category</u>	<u>Rate</u>
Partners	\$ 425.00 per hour
Associates	\$ 425.00 per hour
Of Counsel	\$ 425.00 per hour
Paralegals	\$ 265.00 per hour

Out of pocket costs incurred by ATTORNEY in performing the Services.



## ***Minute Action***

AGENDA ITEM: 4

***Date:*** November 10, 2021

***Subject:***

Defer Shortway Subdivision Quiet Zone Project

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Defer the Shortway Subdivision Quiet Zone Project (Project) until the Southern California Regional Rail Authority identifies a schedule for the maintenance and rehabilitation work to be completed.

B. De-allocate the remaining estimated balance of \$3,240,000 of unexpended Local Valley Transportation Funds currently allocated to the Project.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) identified \$4 million of funding for the Shortway Subdivision Quiet Zone Project (Project) in February 2016 and the SBCTA Board of Directors (Board) provided direction to staff to proceed with the design, environmental clearance, and construction improvements to implement the Project. On October 19, 2016, SBCTA executed Memorandum of Understanding (MOU) No. 17-1001586 with the City of San Bernardino (City) to define the roles and responsibilities for the implementation and renewal of a quiet zone along the Shortway Subdivision in accordance with a Federal Railroad Administration (FRA) analysis of infrastructure improvements, which included installation of constant warning circuitry, new vehicular and pedestrian gates and flashers, and pedestrian channelization at rail crossings at Rialto Avenue and Walnut Street in the City. The bulk of improvements were required for Rialto Avenue, while the proposed improvements at Walnut Street were limited due to constraints associated with the existing profile of the roadway. Completing this work would bring the infrastructure to a state of good repair for an estimated cost of \$6.2 million, which is to be completed by the Southern California Regional Rail Authority (SCRRA) as part of its Rehabilitation Program. As the identification of priorities and funding of the SCRRA Rehabilitation Program is done in partnership with the other four member agencies as part of the annual budget process, a consensus on prioritization and funding of rehabilitation projects must be reached before work can commence. The MOU was subsequently amended on February 8, 2018, to extend the term through December 31, 2021, in order to allow for funding and scheduling of the work to be determined. However, on July 11, 2018, the Board approved postponing the Project until SCRRA secured funding for the track rehabilitation portion.

While the rehabilitation work has been recommended by SCRRA staff for funding as part of their annual Rehabilitation and Capital Program, and was included for Fiscal Year 2021/2022, work has not progressed. Further, earlier this year, SCRRA developed a Grade Crossing Prioritization Tool, which assesses, analyzes, and rates each of the SCRRA at-grade crossings based on their existing conditions and incident information as a result of increased crossing incidents across the system. On a scale of 1 (immediate repairs needed) to 5 (excellent), the crossing assessment score of the crossings associated with the Shortway Subdivision Quiet Zone

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

November 10, 2021

Page 2

Project was 3.4 out of 5, which is considered fair to good. SCRRA staff has determined that the Project will not be completed within the next five (5) years in order for SCRRA to prioritize maintenance and rehabilitation work at crossings that scored lower and have since been identified as priorities. SCRRA is in the process of updating its Maintenance and Rehabilitation Plan to reflect the updated priority status of rehabilitation projects.

Since the MOU with the City expires at the end of the year and funding for the rehabilitation overall Project is unknown, staff is recommending shelving the project and de-allocating the remaining balance as shown under Recommendations A and B. A new MOU will be developed once SCRRA is in a position to move forward with the rehabilitation component and the additional project funding is secured. As an alternative, the Board could elect to fully fund the rehabilitation component of the project, however, this would be setting a precedent of SBCTA fully funding rehabilitation work on the Shortway, which staff does not recommend.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item.

***Responsible Staff:***

Victor Lopez, Director of Capital Delivery

---

Approved  
Transit Committee  
Date: November 10, 2021

Witnessed By:

---

San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** November 10, 2021

***Subject:***

Purchase & Sale Agreements with WPH Holdings, LLC for Upland Surplus Properties

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director, or his designee, to execute Purchase and Sale Agreements for the sale of Assessor's Parcel Numbers 1046-605-01, 1046-605-02, and 1046-605-03 in the City of Upland, known as the Upland Surplus Properties, to WPH Holdings, LLC, a California limited liability company, for a negotiated sale amount of \$1,600,000, upon approval as to from by counsel.

***Background:***

San Bernardino County Transportation Authority (SBCTA) owns a strip of land in the City of Upland, 75 feet in width south of the San Gabriel Subdivision, north of Stowell Street, located between Euclid Avenue and Sultana Avenue. This strip of land is close to the Upland Metrolink station and is known as Assessor's Parcel Numbers (APN) 1046-605-01, 1046-605-02 and 1046-605-03, collectively the Upland Surplus Properties.

The Upland Surplus Properties were declared surplus by the San Bernardino Associated Governments (SANBAG) Board of Directors (Board) on October 5, 2016, with Resolution No. 17-008, which set forth the time and manner in which SANBAG would dispose of the surplus properties; however, at that time no Notices of Interest were received pursuant to California Government Code § 54220 et seq., also referred to as the Surplus Land Act (SLA), and SANBAG received only one bid for the Upland Surplus Properties, which was rejected.

Effective January 1, 2020, Assembly Bill (AB) 1486 made revisions to the SLA which included adding private Housing Sponsors to the list of entities which receive a Notice of Availability of surplus land for development of moderate to low income housing, prior to a public agency being allowed to make the surplus property available for sale to the public. SBCTA started the SLA process anew for the Upland Surplus Properties to document compliance with the revised SLA requirements. Final guidelines for the SLA were published by the California Department of Housing and Community Development (HCD) in April 2021, and on August 12, 2021, HCD sent SBCTA written comments regarding SBCTA's Surplus Land Disposition Documentation for the properties at Euclid Avenue and Stowell Street (APN 1046-605-01, 1046-605-02 and 1046-604-03) affirming that SBCTA has met all the requirements under the SLA for the purposes of disposing the Upland Surplus Properties for sale to WPH Holdings, LLC. A copy of the letter is provided as Attachment 1.

SBCTA received a Notice of Interest from three Housing Sponsors in response to the Notice of Availability sent out for the Upland Surplus Properties. SBCTA staff worked with each of the Housing Sponsors to document the proposed number of affordable housing units, deepest average level of affordability and a formal offer to purchase the property. After working with each of the Housing Sponsors only WPH Holdings, LLC had provided documentation with the

*Entity: San Bernardino County Transportation Authority*

number of affordable housing units they propose to build, the average level of affordability of said units, and a formal offer to purchase the properties.

WPH Holdings, LLC has offered to purchase both properties for \$1,600,000 and provided a proposal to build 160 affordable rental units which also demonstrated the deepest average level of affordability. If the Board approves the sale of the properties to WPH Holdings, LLC, the Executive Director will proceed with execution of Purchase and Sale Agreements with WPH Holdings, LLC, substantially in the form of the agreements attached to this item, for the sale of the properties, pursuant to Policy 10400. WPH Holdings, LLC will establish property specific limited partnerships for each of the transactions which will be reflected as the respective buyer for each property.

The table below provides a breakdown of the WPH Holdings, LLC offer. The revenue generated by this sale would be \$1,600,000 less any escrow charges or costs incurred in the transaction, which are customarily paid by the seller, such as and including documentary or transfer taxes.

<b>Table 1</b>		
<b>Property Description</b>	<b>Appraisal Value</b>	<b>WPH Holdings, LLC Offer</b>
APN 1046-605-01 200-299 Stowell Street	\$710,000	\$768,000
APN 1046-605-02 and 03 120 S. Euclid Avenue	\$760,000	\$832,000
<b>Total</b>	<b>\$1,470,000</b>	<b>\$1,600,000</b>

Pursuant to the Board action taken on April 6, 2016, the revenue generated from the sale of the Upland Surplus Properties will be allocated toward additional parking for the Upland Metrolink station upon City owned land in the vicinity of the station.

***Environmental Review:***

In accordance with Title 14 of the California Code of Regulations §15300, a sale of the Upland Surplus Properties to WPH Holdings, LLC is categorically exempt from the California Environmental Quality Act (CEQA) under Class 12: §15312 Surplus Government Property Sales. Staff has prepared Form 201 and will file a Notice of Exemption for the sale.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2021/2022 Budget. An administrative budget amendment is needed.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreements.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

---

Approved  
Transit Committee  
Date: November 10, 2021  
Witnessed By:

## General Contract Information

Contract No: 22-1002710 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: 03731 Customer Name: WPH Holdings, LLC

Description: Purchase and Sale Agreement of Upland Surplus Property APN 1046-605-01

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	768,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	768,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	768,000.00

## Contract Authorization

Board of Directors Date: 12/1/2021 Committee Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local	Escrow Agreement	N/A																																																																								
<b>Accounts Receivable</b>																																																																										
Total Contract Funding: \$	<u>768,000.00</u>	Funding Agreement No: <u>N/A</u>																																																																								
Beginning POP Date: <u>N/A</u>	Ending POP Date: <u>N/A</u>	Final Billing Date: <u>N/A</u>																																																																								
Expiration Date: <u>12/31/2021</u>																																																																										
<table border="1"> <thead> <tr> <th>Fund</th> <th>Prog</th> <th>Task</th> <th>Sub-Task</th> <th>Revenue</th> <th>Total Contract Funding:</th> </tr> </thead> <tbody> <tr> <td>GL: 1080</td> <td>30</td> <td>0313</td> <td>0360</td> <td>43055000</td> <td>768,000.00</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> </tbody> </table>	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	GL: 1080	30	0313	0360	43055000	768,000.00	GL:					-	GL:					-	GL:					-	GL:					-		<table border="1"> <thead> <tr> <th>Fund</th> <th>Prog</th> <th>Task</th> <th>Sub-Task</th> <th>Revenue</th> <th>Total Contract Funding:</th> </tr> </thead> <tbody> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>GL:</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> </tr> </tbody> </table>	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	GL:					-	GL:					-	GL:					-	GL:					-	GL:					-
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:																																																																					
GL: 1080	30	0313	0360	43055000	768,000.00																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: \$768,000 represents the negotiated purchase price of the property, however, revenue is anticipated to be less SBCTA's share of escrow fees and the documentary transfer tax fees for this transaction. Revenue is dedicated to Upland Metrolink parking.

**AGREEMENT FOR PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), a public agency existing under the laws of the State of California (“**Seller**”), and WPH HOLDINGS, LLC, a California limited liability company and/or ASSIGNEE (“**Buyer**”), with reference and respect to the RECITALS set forth in paragraphs [A, B, C and D] below. Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as the “Parties”.

**RECITALS**

A. Pursuant to Resolution No. 17-008 – Surplus of Rail Property, adopted by SBCTA on October 5, 2016, the property identified and described in Section 1 below is excess to SBCTA’s needs and has been declared to be Surplus Land.

B. SBCTA provided the notice of availability to applicable parties and entities pursuant to Government Code Section 54222 and in accordance with Section 201 of the California Department of Housing and Community Development’s final Surplus Land Act Guidelines (“**Guidelines**”).

C. Buyer responded to said notice of availability in addition to two other Housing Sponsors and after a negotiation period of not less than ninety days SBCTA determined that Buyer was the Housing Sponsor who offered the greatest number of units for affordable rent at the deepest average level of affordability. Pursuant to said Guidelines a record of negotiations and description of notices sent was submitted to the California Department of Housing and Community Development (“HCD”) and in a letter dated August 12, 2021 HCD concurred with SBCTA’s determination.

D. Disposition of the Property at fair market value has been authorized, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Sale of Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement, the following real property: (i) a fee interest in 255 and 297 Stowell Street, APN 1046-605-01, more particularly described in Exhibit A (“Property”) and depicted on Exhibit B of the Grant Deed attached hereto and incorporated herein as Exhibit 1, located immediately adjacent to APN 1046-551-42 (referred to as the “SBCTA Parcel”).

2. Purchase Price. The purchase price for the Property shall be Seven Hundred Sixty Eight Thousand Dollars (\$768,000.00) ("Purchase Price"). Buyer shall pay to Seller through Escrow (defined below) the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer, at least three (3) business days prior to the Closing Date (also defined below).

3. Escrow.

3.1 Escrow. No later than ten (10) business days after the execution of this Agreement, Buyer and Seller shall open an escrow ("Escrow") with COMMERCE ESCROW COMPANY, ATTN: Dwayne Butler, 1055 Wilshire Blvd, Suite 1000, Los Angeles, CA 90017, 213-353-4060 ("Escrow Holder"), and shall deliver a fully executed copy of this Agreement to Escrow Holder. The deposit with Escrow Holder of a fully executed original of this Agreement shall constitute the opening of Escrow and authorization to Escrow Holder to act in accordance with the terms of this Agreement. This Agreement shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further instructions restating or amending the Agreement unless specifically so instructed by the Parties. Subject to approval of the Parties, Escrow Holder may, however, include its standard general provisions. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with the Agreement and applicable law. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("Opening Date").

3.2 Due Diligence. Buyer shall be entitled, at Buyer's sole cost, to conduct any and all further inspections, appraisals and investigations of the property that it may desire during an initial due diligence period of 45 days from Opening Date. Seller shall cooperate by providing access to the Property to Buyer's consultants and third party-vendors.

3.3 Closing Date. The Escrow shall close within 30 days following the expiration of the initial 45 day due diligence period, but in no event later than \_\_\_\_\_ ("Closing Date"). CLOSING SHALL BE ALL CASH AND NOT CONTINGENT ON LOAN APPROVAL.

3.4 Deposits by Buyer. Except as set forth in Section 2, Buyer shall deposit with Escrow Holder the following items no later than ten (10) business days prior to the Closing Date, duly executed and acknowledged where required:

3.4.1 The Purchase Price, plus such additional funds as are required to pay Escrow Holder's estimate of Buyer's costs and fees associated with the transaction as provided in Section 2 above.

3.4.2 Initial deposit shall be 3% of the Purchase Price. Notwithstanding Section 3.4 above, Buyer shall deposit said initial deposit with Escrow Holder no later than five (5) business days after the Opening Date.

3.4.3 A completed California Franchise Tax Board Form 593-W, and an affidavit certifying that the Seller is not a "foreign person" as defined in the Internal Revenue Code.



3.4.4 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.5 Deposit of Documents by Seller. Seller shall deposit with Escrow Holder the following items no later than ten (10) business days prior to the Closing Date, duly executed and acknowledged where required:

3.5.1 The Grant Deed conveying title in fee simple absolute of the Property to Buyer.

3.5.2 If required, a duly executed resolution authorizing the execution of this Agreement and the sale of the Property.

3.5.3 All other documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

3.6 If applicable, all real property taxes, any penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds against the Property which are liens and unpaid as of the Closing Date shall be paid by Seller, except those to which title is taken subject to and in accordance with the terms of this Agreement.

#### 4. Escrow Holder's Obligations.

4.1 The performance of the acts set forth in this Section shall constitute the "Closing" or the "Close of Escrow" as such term is used in this Agreement. The Escrow Holder shall conduct the Closing on the Closing Date by recording and distributing the following described documents and funds in the following manner:

4.1.1 Deliver to Seller on the Closing Date in immediately available funds the sum of the Purchase Price and such other funds, if any, due Seller by reason of prorations, less Seller's closing costs and prorations, if any.

4.1.2 Obtain from Seller documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement;

4.1.3 Pay and charge Seller for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement.

4.1.4 Pay and charge Buyer and Seller for any escrow charges, and costs incurred in this transaction, each party to pay their own costs.

4.1.5 Pay and charge Buyer for a CLTA Policy of Title Insurance and any endorsements to the Title Policy requested by the Buyer.

4.1.6 Seller shall pay all city or county documentary or transfer taxes.

4.1.7 Make all adjustments, except for taxes and assessments, on the basis of a 30-day month.

4.1.8 Record any instrument delivered through the Escrow, including any required quitclaim and grant deeds if such action is necessary to place record title in condition to comply with the terms of the Agreement.

4.1.9 At least ten (10) business days before the Closing Date, advise Buyer and Seller in writing of Escrow Holder's estimate of the total Escrow costs and fees associated with this transaction to be paid by Buyer. If this Agreement and the accompanying transaction are cancelled before the Closing Date without a default by either party, Buyer shall pay any cancellation fees imposed by the Escrow Holder. If this Agreement and the accompanying transaction are cancelled as a result of default by either Buyer or the Seller, then the defaulting party shall pay all cancellation fees imposed by the Escrow Holder.

4.1.10 Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by the Buyer and Seller.

5. Conditions to Closing. The following conditions are conditions precedent to the Parties' obligation to consummate the Closing on the Property:

5.1 Buyer's Conditions to Closing. The Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Buyer's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.1.1 Approval of Title Documents. Within 5 (five) days following the date of this Agreement, Seller shall cause Escrow Holder to deliver a preliminary title report with respect to the Real Property, together with legible copies of all exceptions listed in such report (collectively, "Title Documents"). Buyer shall have ten (10) business days after receipt of the Title Documents to notify Seller and Escrow Holder in writing of Buyer's disapproval of any exceptions referenced in such Title Documents. Failure of Buyer to disapprove any such exceptions within the aforementioned time limit shall be deemed to be an approval of the exceptions set forth in the Title Documents. In the event Buyer disapproves any exceptions set forth in the Title Documents, Seller shall have until the Closing Date to eliminate any disapproved exceptions, and if such exceptions are not eliminated, then the escrow shall be cancelled unless Buyer then elects to waive its prior disapproval.

5.1.2 Issuance of Title Insurance. Seller shall convey title to the Property to Buyer by a Grant Deed in the form of Exhibit 1 attached hereto. At the Close of Escrow, FIDELITY NATIONAL, Attn: Brandon Miller (the "Title Company"), shall issue through Escrow an Owner's Policy of Title Insurance ("Title Policy") with CLTA coverage with liability in the full amount of the Purchase Price, insuring fee simple title to the Property vested in Buyer subject only to the following exceptions (the "Permitted Exceptions"): (a) the standard printed exceptions set forth in the Title Policy; (b) general and special taxes and assessments not then delinquent or payable over time; (c) quasi-public utility, public utility, public alley, public street easements, and rights of way of record; and (d) those certain exceptions which have been approved in writing by Buyer, including those exceptions that appeared in the Title Documents that were not previously disapproved.

5.1.3 At or prior to the Closing, Seller shall have performed all of Seller's obligations herein that are to be performed prior to the Closing.

5.1.4 Seller's representations and warranties shall be true and correct as of the date of this Agreement and also as of the date of the Closing.

5.1.5 The physical condition of the Property shall be substantially the same at the Closing as on the date of execution of this Agreement, reasonable wear and tear excepted.

5.2 Seller Conditions to Closing. The Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Seller's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.2.1 At or prior to the Closing, Buyer shall have performed all of Buyer's obligations herein that are to be performed prior to the Closing.

5.3 Failure of Condition. If any condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement through no fault of either Party (in the case of a default, the provisions of Section 9 shall govern), then the Parties, as their sole and exclusive remedy, shall have the right to either waive the condition in question, and proceed with the Closing, or in the alternative, terminate this Agreement. In the event of such termination as the result of the failure of a condition to Closing, all documents and funds shall be returned to the party providing them, and neither party shall have any further rights or obligations under this Agreement, except that Escrow and title cancellation fees shall be paid in accordance with this Agreement.

## 6. Condition of Property.

6.1 Buyer has investigated the Property's zoning and other building matters affecting the Property and its condition, including but not limited to its suitability for Buyer's intended use and has determined that it is suitable for Buyer's intended use.

6.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing As-Is condition and has made all inspections of the Property that Buyer believes are necessary to protect its own interest.

6.3 Buyer hereby acknowledges that the Property is subject to the Covenants and Restrictions set forth in the Grant Deed attached as Exhibit 1 hereto.

## 7. Representations and Warranties.

7.1 The Parties represent and warrant to each other that as of the date hereof the following are true and correct:

7.1.1 No Party has received nor is it aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property.

7.1.2 No Party has received notice of any litigation, arbitrations, claims, violations from any agency, proceedings, or other actions, pending or threatened, that arise out of the ownership or operation of the Property.

7.1.3 Each Party has the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

7.1.4 The execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, corporate documents or agreements, lease or other agreement or instrument to which any Party is a part or affecting the Property.

7.1.5 The person(s) executing this Agreement and the instruments referenced herein have the power, right, and actual authority to bind each respective Party to the terms and conditions of this Agreement.

7.1.6 No attachments, executions, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against any Party or involving the Property.

7.1.7 No Party has entered any other agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property.

7.1.8 Other than as set forth in the Title Documents, there are no other leases, subleases, occupancies or tenancies pertaining to the Property and no Party has any knowledge of any oral agreements with anyone with respect to the occupancy of the Property.

7.1.9 There are no service or maintenance agreements (oral or written) which affect the Property subsequent to Closing.

7.1.10 Each Party has provided to the others all environmental assessment reports in each Party's possession or otherwise reasonably available, including any reports that are in draft form as of the date of this Agreement and any raw data or other information that has not been compiled in a report. Any such reports which were prepared by third party consultants have been delivered as an accommodation and without any representation or warranty as to the sufficiency or accuracy, completeness, and/or validity of such reports, all of which are relied on at each Party's own risk. No Party has any current actual knowledge of any hazardous materials affecting the Property.

8. Release by Buyer.

8.1 For valuable consideration, Buyer hereby forever releases and fully discharges the Seller, and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from, any and all claims, demands, damages, causes of action, costs, and expenses (including without limitation, experts' and attorneys' fees), that the Buyer now, or in the future may have, of whatsoever kind of nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, fixed or contingent, arising from or in any way connected with the condition of the Property sold hereunder (collectively, "Claim").

8.2 It is Buyer's intention in executing this Agreement that it shall be effective as a bar to each and every Claim, and in furtherance of this intention Buyer waives and relinquishes all rights and benefits under Section 1542 of the California civil code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant Deed.

9. Default and Remedies.

9.1 Seller's Default. If the close of escrow shall fail to occur because of Seller's default under this Agreement, Buyer's sole and exclusive remedy, and in substitution for any other remedies that may exist at law or in equity (including, without limitation, an action for damages), shall be to terminate this Agreement, in which event the parties shall thereafter have no obligations under this Agreement or additional liability to one another.

9.2 Buyer's Default. If the close of escrow shall fail to occur because of Buyer's default under this Agreement, Seller shall have all rights and remedies available at law or in equity.

10. Miscellaneous Provisions.

10.1 Advice of Counsel. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

10.2 Assignment. Neither this Agreement nor any interest herein shall be assignable by Buyer without Seller's prior written consent.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

10.4 NOT USED

10.5 Time of the Essence. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

10.6 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered when hand delivered or deposited with a reputable overnight courier marked for "next day" delivery, or on the date shown on the return receipt after deposit in U. S. Mail, certified or registered, postage prepaid return receipt requested after it has been returned. All other general correspondence may be transmitted by regular U. S. Mail or by facsimile on the day transmitted. Notice shall be addressed to the Parties as follows:

To Buyer:

WPH HOLDINGS, LLC,  
a California limited liability company  
752 S. San Pedro Avenue  
Los Angeles, CA 90014  
Email: HUGH@WPHholdings.com

To Seller:

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY  
Attention: Right of Way Manager  
Email: raschenbrenner@gosbcta.com

10.7 FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds ten percent (10%) of the gross sales price due to the property seller. The primary exemptions which might be applicable are: (a) Buyer provides Seller with an affidavit under penalty of perjury that Buyer is not a "foreign person", as defined in FIRPTA, or (b) Buyer provides Seller with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit, statement, or a FIRPTA Certificate and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

10.8 Brokers. Seller and Buyer each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity



are entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or act of the indemnifying party.

10.9 Governing Laws. The Parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the Parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, and The Americans With Disabilities Act. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.10 Required Actions. The Parties hereto agree to and shall execute all instruments and documents and take all actions necessary to consummate the transaction contemplated by this Agreement and use its best efforts to accomplish the Closing in accordance with this Agreement.

10.11 Covenants. Seller covenants and agrees that after the date of the execution of this Agreement and through the Closing Date (a) Seller shall comply with all laws, rules, regulations and ordinances relating in any way to the Property; and (b) Seller shall not subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters, except as otherwise set forth in the Grant Deed, the form of which is attached as Exhibit 1 hereto.

10.12 Severability. If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

10.13 Waivers. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

10.14 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

10.15 Headings. Headings at the beginning of each Section are solely for the convenience of the Parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

10.16 Survival. To the extent not required to be performed before the Closing Date or other cancellation of this Agreement, the representations and warranties of Seller contained in Section 7 shall survive the Closing Date or other cancellation of this Agreement for a period of 180 days.

10.17 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

10.18 Amendment. Any amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller

10.19 Attorneys' Fees. If any Party brings an action or proceeding involving the Property, whether founded in tort, contract or equity, or to declare rights hereunder, each Party shall bear its own attorneys' fees and costs.

10.20 Days of Week. A "business day", as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

-----SIGNATURES ON FOLLOWING PAGE-----

DRAFT



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

Seller: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name: Raymond Wolfe, PhD

Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paula Gutierrez Baeza, counsel for SBCTA  
Richards, Watson & Gershon

Buyer: WPH HOLDINGS, LLC,  
a California limited liability company  
And/or Assignee

By: \_\_\_\_\_

Name: Fariba Atighehchi

Title: Managing Member

Date: \_\_\_\_\_

**EXHIBIT 1 TO  
PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**GRANT DEED**

[APN(s): 1046-605-01]

DRAFT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

WPH HOLDINGS, LLC,  
a California limited liability company  
752 S. San Pedro Avenue  
Los Angeles, CA 90014  
Attention: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S

APN:1046-605-01

Documentary Transfer Tax: \$ \_\_\_\_\_

## GRANT DEED AND COVENANT PURSUANT TO GOVERNMENT CODE SECTION 54222.5

WHEREAS, SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§ 130800 et seq., (“**GRANTOR**”) is the record fee owner of that certain property described more particularly in Exhibit A and shown on Exhibit B (“**Property**”), which are attached hereto and incorporated herein by this reference;

WHEREAS, Assembly Bill 1486 amended the Surplus Land Act (Government Code Section 54220 et. seq.) and created new obligations before a local agency may dispose of surplus land;

WHEREAS, the Surplus Land Act designates the California State Department of Housing and Community Development (“HCD”) with oversight with respect to a local agency’s compliance with the Surplus Land Act; and

WHEREAS, **GRANTOR** wishes to grant to WPH HOLDINGS, LLC, a California limited liability company (“**GRANTEE**”) the **Property** and **GRANTEE** wishes to acquire from **GRANTOR** the **Property** for developing low-and moderate-income housing; and

WHEREAS, HCD requires that certain affordability covenants and restrictions be recorded against surplus land in connection with its disposition for the development of low-and moderate-income housing; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **GRANTOR**, does hereby grant to **GRANTEE** the **Property** described more particularly in Exhibit A and shown on Exhibit B, which are attached hereto and incorporated herein by this reference.

**GRANTOR's** grant to **GRANTEE** of the **Property** is subject to the following Covenants and Restrictions for Real Property in accordance with Section 54222.5 of the Surplus Land Act:

A. Covenants and Restrictions. In accordance with Government Code Section 54222.5, **GRANTEE** shall agree to make available not less than 25 percent of the total number of units developed on the **Property** at affordable housing cost, as defined in California Health and Safety Code Section 50052.5, or affordable rent, as defined in Health and Safety Code Section 50053, to lower income households, as defined in Health and Safety Code Section 50079.5. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with Government Code Section 65915(c)(2).

B. The Covenants and Restrictions set forth at Paragraph A above are covenants and restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Government Code Section 54222.5.

IN WITNESS WHEREOF, **GRANTOR** has caused this Grant Deed to be executed by its authorized representatives as of the date specified below.

**GRANTOR:**

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a county transportation authority pursuant to  
Public Utility Code §§130800 et seq.

By: \_\_\_\_\_  
Raymond Wolfe, Ph.D., Executive Director

Date: \_\_\_\_\_, 2021

APPROVED AS TO FORM:

By: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property**

A PORTION OF LOTS 633 AND 634 OF ONTARIO COLONY LANDS, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 2 OF MAPS PAGE 8, AND THE MAP RECORDED IN BOOK 11 OF MAPS PAGE 6, AND AS DESCRIBED IN THE GRANT DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED NOVEMBER 14<sup>TH</sup>, 1887 IN BOOK 64 OF DEEDS, PAGES 558, 559, 559A, AND 560 TOGETHER WITH SECOND AVENUE, NOW VACATED, AS DESCRIBED IN THE QUITCLAIM DEED TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 30<sup>TH</sup>, 1958 IN BOOK 4960, PAGES 196 AND 197, ALL DOCUMENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** NEAR THE NORTHEAST CORNER OF LOT NO. 634 OF SAID ONTARIO COLONY LANDS AT A POINT ON THE WEST LINE OF SULTANA AVENUE DISTANT FIFTY (50) FEET SOUTH FROM THE CENTERLINE OF LOCATION OF THE CALIFORNIA CENTRAL RAILWAY, SAID POINT BEING THE POINT OF BEGINNING;

**THENCE** RUNNING WESTERLY ALONG THE NORTH LINE OF LOT NO. 634, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF THE RIGHT OF WAY OF SAID RAILWAY, PARALLEL TO AND FIFTY (50) FEET FROM THE SAID CENTERLINE OF LOCATION A DISTANCE OF SIX HUNDRED AND FORTY THREE (643) MORE OR LESS TO A POINT ON PROLONGATION OF THE EAST LINE OF SECOND AVENUE AS SHOWN ON THE N.W. STOWELL'S SUBDIVISION OF BLOCKS 633, 634, 647, 648, 673, AND 674 RECORDED IN BOOK 5 OF MAPS PAGE 18;

**THENCE** SOUTH ALONG SAID PROLONGED EAST LINE OF SECOND AVENUE A DISTANCE OF SEVENTY FIVE (75) FEET TO THE INTERSECTION OF THE NORTH LINE OF PARK STREET (NOW KNOWN AS STOWELL STREET) AS SHOWN ON SAID STOWELL'S SUBDIVISION AND SAID PROLONGED EAST LINE OF SECOND AVENUE;

**THENCE** ALONG THE NORTH LINE OF PARK STREET, PARALLEL TO AND DISTANT ONE HUNDRED TWENTY FIVE (125) FEET FROM SAID CENTERLINE OF LOCATION OF SAID RAILWAY A DISTANCE OF SIX HUNDRED AND FORTY THREE (643) FEET TO A POINT IN THE WEST LINE OF SULTANA AVENUE;

**THENCE** NORTH ALONG THE WEST LINE OF SULTANA AVENUE A DISTANCE OF SEVENTY FIVE (75) FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF ONE AND ELEVEN HUNDREDTHS OF AN ACRE (1.11) MORE OR LESS.

TOGETHER WITH THAT PORTION OF SECOND AVENUE, NOW VACATED, AS DESCRIBED IN THE QUITCLAIM DEED TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 30<sup>TH</sup>, 1958 IN BOOK 4690, PAGE 196 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF THE LAND.

(APN 1046-605-01)

**Exhibit B**  
**Depiction of Property**

[To be added once drafted]

DRAFT

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, \_\_\_\_\_,  
(insert name and title of the officer)

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)

## General Contract Information

Contract No: 22-1002709 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: 03731 Customer Name: WPH Holdings, LLC

Description: Purchase and Sale Agreement of Upland Surplus Properties APNs 1046-605-02 and 1046-605-03

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	832,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	832,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	832,000.00

## Contract Authorization

Board of Directors Date: 12/1/2021 Committee Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local	Escrow Agreement	N/A																																																																								
Accounts Receivable																																																																										
Total Contract Funding: \$	832,000.00	Funding Agreement No: N/A																																																																								
Beginning POP Date: N/A	Ending POP Date: N/A	Final Billing Date: N/A																																																																								
Expiration Date: 12/31/2021																																																																										
<table border="1"> <thead> <tr> <th>Fund</th><th>Prog</th><th>Task</th><th>Sub-Task</th><th>Revenue</th><th>Total Contract Funding:</th></tr> </thead> <tbody> <tr> <td>GL: 1080</td><td>30</td><td>0313</td><td>0360</td><td>43055000</td><td>832,000.00</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> </tbody> </table>	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	GL: 1080	30	0313	0360	43055000	832,000.00	GL:					-	GL:					-	GL:					-	GL:					-		<table border="1"> <thead> <tr> <th>Fund</th><th>Prog</th><th>Task</th><th>Sub-Task</th><th>Revenue</th><th>Total Contract Funding:</th></tr> </thead> <tbody> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> <tr> <td>GL:</td><td></td><td></td><td></td><td></td><td>-</td></tr> </tbody> </table>	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	GL:					-	GL:					-	GL:					-	GL:					-	GL:					-
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:																																																																					
GL: 1080	30	0313	0360	43055000	832,000.00																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					
GL:					-																																																																					

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: \$832,000 represents the negotiated purchase price of the property, however, revenue is anticipated to be less SBCTA's share of escrow fees and the documentary transfer tax fees for this transaction. Revenue is dedicated to Upland Metrolink station parking.



**AGREEMENT FOR PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), a public agency existing under the laws of the State of California (“**Seller**”), and WPH HOLDINGS, LLC, a California limited liability company and/or ASSIGNEE (“**Buyer**”), with reference and respect to the RECITALS set forth in paragraphs [A, B, C and D] below. Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as the “Parties”.

**RECITALS**

A. Pursuant to Resolution No. 17-008 – Surplus of Rail Property, adopted by SBCTA on October 5, 2016, the property identified and described in Section 1 below is excess to SBCTA’s needs and has been declared to be Surplus Land.

B. SBCTA provided the notice of availability to applicable parties and entities pursuant to Government Code Section 54222 and in accordance with Section 201 of the California Department of Housing and Community Development’s final Surplus Land Act Guidelines (“**Guidelines**”).

C. Buyer responded to said notice of availability in addition to two other Housing Sponsors and after a negotiation period of not less than ninety days, SBCTA determined that Buyer was the Housing Sponsor who offered the greatest number of units for affordable rent at the deepest average level of affordability. Pursuant to said Guidelines, a record of negotiations and description of notices sent was submitted to the California Department of Housing and Community Development (“HCD”), and in a letter dated August 12, 2021, HCD concurred with SBCTA’s determination.

D. Disposition of the Property at fair market value has been authorized, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Sale of Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement, the following real property: (i) a fee interest in 120 South Euclid Avenue, APNs 1046-605-02 and 1046-605-03, more particularly described in Exhibit A (“Property”) and depicted on Exhibit B of the Grant Deed attached hereto and incorporated herein as Exhibit 1, located immediately adjacent to APN 1046-551-42 (referred to as the “SBCTA Parcel”).

2. Purchase Price. The purchase price for the Property shall be Eight Hundred Thirty Two Thousand Dollars (\$832,000.00) ("Purchase Price"). Buyer shall pay to Seller through Escrow (defined below) the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer, at least three (3) business days prior to the Closing Date (also defined below).

3. Escrow.

3.1 Escrow. No later than ten (10) business days after the execution of this Agreement, Buyer and Seller shall open an escrow ("Escrow") with COMMERCE ESCROW COMPANY, ATTN: Dwayne Butler, 1055 Wilshire Blvd, Suite 1000, Los Angeles, CA 90017, 213-353-4060 ("Escrow Holder"), and shall deliver a fully executed copy of this Agreement to Escrow Holder. The deposit with Escrow Holder of a fully executed original of this Agreement shall constitute the opening of Escrow and authorization to Escrow Holder to act in accordance with the terms of this Agreement. This Agreement shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further instructions restating or amending the Agreement unless specifically so instructed by the Parties. Subject to approval of the Parties, Escrow Holder may, however, include its standard general provisions. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with the Agreement and applicable law. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("Opening Date").

3.2 Due Diligence. Buyer shall be entitled, at Buyer's sole cost, to conduct any and all further inspections, appraisals and investigations of the property that it may desire during an initial due diligence period of 45 days from Opening Date. Seller shall cooperate by providing access to the Property to Buyer's consultants and third party-vendors.

3.3 Closing Date. The Escrow shall close within 30 days following the expiration of the initial 45-day due diligence period, but in no event later than \_\_\_\_\_ ("Closing Date"). CLOSING SHALL BE ALL CASH AND NOT CONTINGENT ON LOAN APPROVAL.

3.4 Deposits by Buyer. Except as set forth in Section 2, Buyer shall deposit with Escrow Holder the following items no later than ten (10) business days prior to the Closing Date, duly executed and acknowledged where required:

3.4.1 The Purchase Price, plus such additional funds as are required to pay Escrow Holder's estimate of Buyer's costs and fees associated with the transaction as provided in Section 2 above.

3.4.2 Initial deposit shall be 3% of the Purchase Price. Notwithstanding Section 3.4 above, Buyer shall deposit said initial deposit with Escrow Holder no later than five (5) business days after the Opening Date.

3.4.3 A completed California Franchise Tax Board Form 593-W, and an affidavit certifying that the Seller is not a "foreign person" as defined in the Internal Revenue Code.

3.4.4 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.5 Deposit of Documents by Seller. Seller shall deposit with Escrow Holder the following items no later than ten (10) business days prior to the Closing Date, duly executed and acknowledged where required:

3.5.1 The Grant Deed conveying title in fee simple absolute of the Property to Buyer.

3.5.2 If required, a duly executed resolution authorizing the execution of this Agreement and the sale of the Property.

3.5.3 All other documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

3.6 If applicable, all real property taxes, any penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds against the Property which are liens and unpaid as of the Closing Date shall be paid by Seller, except those to which title is taken subject to and in accordance with the terms of this Agreement.

#### 4. Escrow Holder's Obligations.

4.1 The performance of the acts set forth in this Section shall constitute the "Closing" or the "Close of Escrow" as such term is used in this Agreement. The Escrow Holder shall conduct the Closing on the Closing Date by recording and distributing the following described documents and funds in the following manner:

4.1.1 Deliver to Seller on the Closing Date in immediately available funds the sum of the Purchase Price and such other funds, if any, due Seller by reason of prorations, less Seller's closing costs and prorations, if any.

4.1.2 Obtain from Seller documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement;

4.1.3 Pay and charge Seller for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement.

4.1.4 Pay and charge Buyer and Seller for any escrow charges, and costs incurred in this transaction, each party to pay their own costs.

4.1.5 Pay and charge Buyer for a CLTA Policy of Title Insurance and any endorsements to the Title Policy requested by the Buyer.

4.1.6 Seller shall pay all city or county documentary or transfer taxes.

4.1.7 Make all adjustments, except for taxes and assessments, on the basis of a 30-day month.

4.1.8 Record any instrument delivered through the Escrow, including any required quitclaim and grant deeds if such action is necessary to place record title in condition to comply with the terms of the Agreement.

4.1.9 At least ten (10) business days before the Closing Date, advise Buyer and Seller in writing of Escrow Holder's estimate of the total Escrow costs and fees associated with this transaction to be paid by Buyer. If this Agreement and the accompanying transaction are cancelled before the Closing Date without a default by either party, Buyer shall pay any cancellation fees imposed by the Escrow Holder. If this Agreement and the accompanying transaction are cancelled as a result of default by either Buyer or the Seller, then the defaulting party shall pay all cancellation fees imposed by the Escrow Holder.

4.1.10 Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by the Buyer and Seller.

5. Conditions to Closing. The following conditions are conditions precedent to the Parties' obligation to consummate the Closing on the Property:

5.1 Buyer's Conditions to Closing. The Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Buyer's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.1.1 Approval of Title Documents. Within 5 (five) days following the date of this Agreement, Seller shall cause Escrow Holder to deliver a preliminary title report with respect to the Real Property, together with legible copies of all exceptions listed in such report (collectively, "Title Documents"). Buyer shall have ten (10) business days after receipt of the Title Documents to notify Seller and Escrow Holder in writing of Buyer's disapproval of any exceptions referenced in such Title Documents. Failure of Buyer to disapprove any such exceptions within the aforementioned time limit shall be deemed to be an approval of the exceptions set forth in the Title Documents. In the event Buyer disapproves any exceptions set forth in the Title Documents, Seller shall have until the Closing Date to eliminate any disapproved exceptions, and if such exceptions are not eliminated, then the escrow shall be cancelled unless Buyer then elects to waive its prior disapproval.

5.1.2 Issuance of Title Insurance. Seller shall convey title to the Property to Buyer by a Grant Deed in the form of Exhibit 1 attached hereto. At the Close of Escrow, FIDELITY NATIONAL, Attn: Brandon Miller (the "Title Company"), shall issue through Escrow an Owner's Policy of Title Insurance ("Title Policy") with CLTA coverage with liability in the full amount of the Purchase Price, insuring fee simple title to the Property vested in Buyer subject only to the following exceptions (the "Permitted Exceptions"): (a) the standard printed exceptions set forth in the Title Policy; (b) general and special taxes and assessments not then delinquent or payable over time; (c) quasi-public utility, public utility, public alley, public street easements, and rights of way of record; and (d) those certain exceptions which have been approved in writing by Buyer, including those exceptions that appeared in the Title Documents that were not previously disapproved.

5.1.3 At or prior to the Closing, Seller shall have performed all of Seller's obligations herein that are to be performed prior to the Closing.

5.1.4 Seller's representations and warranties shall be true and correct as of the date of this Agreement and also as of the date of the Closing.

5.1.5 The physical condition of the Property shall be substantially the same at the Closing as on the date of execution of this Agreement, reasonable wear and tear excepted.

5.2 Seller Conditions to Closing. The Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Seller's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.2.1 At or prior to the Closing, Buyer shall have performed all of Buyer's obligations herein that are to be performed prior to the Closing.

5.3 Failure of Condition. If any condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement through no fault of either Party (in the case of a default, the provisions of Section 9 shall govern), then the Parties, as their sole and exclusive remedy, shall have the right to either waive the condition in question, and proceed with the Closing, or in the alternative, terminate this Agreement. In the event of such termination as the result of the failure of a condition to Closing, all documents and funds shall be returned to the party providing them, and neither party shall have any further rights or obligations under this Agreement, except that Escrow and title cancellation fees shall be paid in accordance with this Agreement.

## 6. Condition of Property.

6.1 Buyer has investigated the Property's zoning and other building matters affecting the Property and its condition, including but not limited to its suitability for Buyer's intended use and has determined that it is suitable for Buyer's intended use.

6.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing As-Is condition and has made all inspections of the Property that Buyer believes are necessary to protect its own interest.

6.3 Buyer hereby acknowledges that the Property is subject to the Covenants and Restrictions set forth in the Grant Deed attached as Exhibit 1 hereto.

## 7. Representations and Warranties.

7.1 The Parties represent and warrant to each other that as of the date hereof the following are true and correct:

7.1.1 No Party has received nor is it aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property.

7.1.2 No Party has received notice of any litigation, arbitrations, claims, violations from any agency, proceedings, or other actions, pending or threatened, that arise out of the ownership or operation of the Property.

7.1.3 Each Party has the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

7.1.4 The execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, corporate documents or agreements, lease or other agreement or instrument to which any Party is a part or affecting the Property.

7.1.5 The person(s) executing this Agreement and the instruments referenced herein have the power, right, and actual authority to bind each respective Party to the terms and conditions of this Agreement.

7.1.6 No attachments, executions, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against any Party or involving the Property.

7.1.7 No Party has entered any other agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property.

7.1.8 Other than as set forth in the Title Documents, there are no other leases, subleases, occupancies or tenancies pertaining to the Property and no Party has any knowledge of any oral agreements with anyone with respect to the occupancy of the Property.

7.1.9 There are no service or maintenance agreements (oral or written) which affect the Property subsequent to Closing.

7.1.10 Each Party has provided to the others all environmental assessment reports in each Party's possession or otherwise reasonably available, including any reports that are in draft form as of the date of this Agreement and any raw data or other information that has not been compiled in a report. Any such reports which were prepared by third party consultants have been delivered as an accommodation and without any representation or warranty as to the sufficiency or accuracy, completeness, and/or validity of such reports, all of which are relied on at each Party's own risk. No Party has any current actual knowledge of any hazardous materials affecting the Property.



## 8. Release by Buyer.

8.1 For valuable consideration, Buyer hereby forever releases and fully discharges the Seller, and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from any and all claims, demands, damages, causes of action, costs, and expenses (including without limitation, experts' and attorneys' fees), that the Buyer now, or in the future may have, of whatsoever kind of nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, fixed or contingent, arising from or in any way connected with the condition of the Property sold hereunder (collectively, "Claim").

8.2 It is Buyer's intention in executing this Agreement that it shall be effective as a bar to each and every Claim, and in furtherance of this intention Buyer waives and relinquishes all rights and benefits under Section 1542 of the California civil code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant Deed.

## 9. Default and Remedies.

9.1 Seller's Default. If the close of escrow shall fail to occur because of Seller's default under this Agreement, Buyer's sole and exclusive remedy, and in substitution for any other remedies that may exist at law or in equity (including, without limitation, an action for damages), shall be to terminate this Agreement, in which event the parties shall thereafter have no obligations under this Agreement or additional liability to one another.

9.2 Buyer's Default. If the close of escrow shall fail to occur because of Buyer's default under this Agreement, Seller shall have all rights and remedies available at law or in equity.

## 10. Miscellaneous Provisions.

10.1 Advice of Counsel. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

10.2 Assignment. Neither this Agreement nor any interest herein shall be assignable by Buyer without Seller's prior written consent.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

10.4 NOT USED

10.5 Time of the Essence. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

10.6 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered when hand delivered or deposited with a reputable overnight courier marked for "next day" delivery, or on the date shown on the return receipt after deposit in U. S. Mail, certified or registered, postage prepaid return receipt requested after it has been returned. All other general correspondence may be transmitted by regular U. S. Mail or by facsimile on the day transmitted. Notice shall be addressed to the Parties as follows:

To Buyer:

WPH HOLDINGS, LLC,  
a California limited liability company  
752 S. San Pedro Avenue  
Los Angeles, CA 90014  
Email: HUGH@WPHholdings.com

To Seller:

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY  
Attention: Right of Way Manager  
Email: raschenbrenner@gosbcta.com

10.7 FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds ten percent (10%) of the gross sales price due to the property seller. The primary exemptions which might be applicable are: (a) Buyer provides Seller with an affidavit under penalty of perjury that Buyer is not a "foreign person" as defined in FIRPTA, or (b) Buyer provides Seller with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit, statement, or a FIRPTA Certificate and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

10.8 Brokers. Seller and Buyer each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity



are entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or act of the indemnifying party.

10.9 Governing Laws. The Parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the Parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, and the Americans With Disabilities Act. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.10 Required Actions. The Parties hereto agree to and shall execute all instruments and documents and take all actions necessary to consummate the transaction contemplated by this Agreement and use its best efforts to accomplish the Closing in accordance with this Agreement.

10.11 Covenants. Seller covenants and agrees that after the date of the execution of this Agreement and through the Closing Date (a) Seller shall comply with all laws, rules, regulations and ordinances relating in any way to the Property; and (b) Seller shall not subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters, except as otherwise set forth in the Grant Deed, the form of which is attached as Exhibit 1 hereto.

10.12 Severability. If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

10.13 Waivers. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

10.14 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

10.15 Headings. Headings at the beginning of each Section are solely for the convenience of the Parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

10.16 Survival. To the extent not required to be performed before the Closing Date or other cancellation of this Agreement, the representations and warranties of Seller contained in Section 7 shall survive the Closing Date or other cancellation of this Agreement for a period of 180 days.

10.17 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

10.18 Amendment. Any amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller

10.19 Attorneys' Fees. If any Party brings an action or proceeding involving the Property, whether founded in tort, contract or equity, or to declare rights hereunder, each Party shall bear its own attorneys' fees and costs.

10.20 Days of Week. A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

-----SIGNATURE PAGE TO FOLLOW-----

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

Seller: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name: Raymond Wolfe, PhD

Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paula Gutierrez Baeza, counsel for SBCTA  
Richards, Watson & Gershon

Buyer: WPH HOLDINGS, LLC,  
a California limited liability company  
And/or Assignee

By: \_\_\_\_\_

Name: Fariba Atighehchi

Title: Managing Member

Date: \_\_\_\_\_

**EXHIBIT 1 TO  
PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**GRANT DEED**

[APN(s): 1046-605-02 and 1046-605-03]

DRAFT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

WPH HOLDINGS, LLC,  
a California limited liability company  
752 S. San Pedro Avenue  
Los Angeles, CA 90014  
Attention: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S

APN: 1046-605-02 and 1046-605-03

Documentary Transfer Tax: \$ \_\_\_\_\_

### GRANT DEED AND COVENANT PURSUANT TO GOVERNMENT CODE SECTION 54222.5

WHEREAS, SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§ 130800 et seq., (“**GRANTOR**”) is the record fee owner of that certain property described more particularly in Exhibit A and shown on Exhibit B (“**Property**”), which are attached hereto and incorporated herein by this reference;

WHEREAS, Assembly Bill 1486 amended the Surplus Land Act (Government Code Section 54220 et. seq.) and created new obligations before a local agency may dispose of surplus land;

WHEREAS, the Surplus Land Act designates the California State Department of Housing and Community Development (“HCD”) with oversight with respect to a local agency’s compliance with the Surplus Land Act; and

WHEREAS, **GRANTOR** wishes to grant to WPH HOLDINGS, LLC, a California limited liability company (“**GRANTEE**”) the **Property** and **GRANTEE** wishes to acquire from **GRANTOR** the **Property** for developing low-and moderate-income housing; and

WHEREAS, HCD requires that certain affordability covenants and restrictions be recorded against surplus land in connection with its disposition for the development of low-and moderate-income housing; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **GRANTOR**, does hereby grant to **GRANTEE** the **Property** described more particularly in Exhibit A and shown on Exhibit B, which are attached hereto and incorporated herein by this reference.

**GRANTOR's** grant to **GRANTEE** of the **Property** is subject to the following Covenants and Restrictions for Real Property in accordance with Section 54222.5 of the Surplus Land Act:

A. Covenants and Restrictions. In accordance with Government Code Section 54222.5, **GRANTEE** shall agree to make available not less than 25 percent of the total number of units developed on the **Property** at affordable housing cost, as defined in California Health and Safety Code Section 50052.5, or affordable rent, as defined in Health and Safety Code Section 50053, to lower income households, as defined in Health and Safety Code Section 50079.5. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with Government Code Section 65915(c)(2).

B. The Covenants and Restrictions set forth at Paragraph A above are covenants and restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Government Code Section 54222.5.

IN WITNESS WHEREOF, **GRANTOR** has caused this Grant Deed to be executed by its authorized representatives as of the date specified below.

**GRANTOR:**

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a county transportation authority pursuant to  
Public Utility Code §§130800 et seq.

By: \_\_\_\_\_  
Raymond Wolfe, Ph.D., Executive Director

Date: \_\_\_\_\_, 2021

APPROVED AS TO FORM:

By: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property**

A PORTION OF LOT 633 OF ONTARIO COLONY LANDS, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 2 OF MAPS PAGE 8, AND THE MAP RECORDED IN BOOK 11 OF MAPS PAGE 6, AND AS DESCRIBED IN THE GRANT DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED NOVEMBER 14<sup>TH</sup>, 1887 IN BOOK 64 OF DEEDS, PAGES 558, 559, 559A, AND 560 TOGETHER WITH SECOND AVENUE, NOW VACATED, AS DESCRIBED IN THE QUITCLAIM DEED TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 30<sup>TH</sup>, 1958 IN BOOK 4960, PAGES 196 AND 197, ALL DOCUMENTS IN THE OFFICE OF THE COUNTER RECORDER OF SAID COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT NO. 633 OF SAID ONTARIO COLONY LANDS, BEING AT A POINT ON THE EAST LINE OF EUCLID AVENUE DISTANT FIFTY (50) FEET SOUTH FROM THE CENTERLINE OF LOCATION OF THE CALIFORNIA CENTRAL RAILWAY;

**THENCE** RUNNING EASTERLY ALONG THE NORTH LINE OF LOT NO. 633, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF THE RIGHT OF WAY OF SAID RAILWAY, PARALLEL TO AND FIFTY (50) FEET FROM THE SAID CENTERLINE OF LOCATION A DISTANCE OF SIX HUNDRED AND THIRTY NINE (639) MORE OR LESS TO A POINT ON THE PROLONGATION OF WEST LINE OF SECOND AVENUE AS SHOWN ON THE N.W. STOWELL'S SUBDIVISION OF BLOCKS 633, 634, 647, 648, 673, AND 674 RECORDED IN BOOK 5 OF MAPS PAGE 18;

**THENCE** SOUTH ALONG SAID PROLONGED WEST LINE OF SECOND AVENUE A DISTANCE OF SEVENTY FIVE (75) FEET TO THE INTERSECTION OF THE NORTH LINE OF PARK STREET (NOW KNOWN AS STOWELL STREET) AS SHOWN ON SAID STOWELL'S SUBDIVISION AND SAID PROLONGED WEST LINE OF SECOND AVENUE;

**THENCE** ALONG THE NORTH LINE OF PARK STREET, PARALLEL TO AND DISTANT ONE HUNDRED TWENTY FIVE (125) FEET FROM SAID CENTERLINE OF LOCATION OF SAID RAILWAY A DISTANCE OF SIX HUNDRED AND THIRTY NINE (639) FEET TO A POINT IN THE EAST LINE OF EUCLID AVENUE;

**THENCE** NORTH ALONG THE EAST LINE OF EUCLID AVENUE A DISTANCE OF SEVENTY FIVE (75) FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF ONE AND TEN HUNDREDTHS OF AN ACRE (1.10) MORE OR LESS.

TOGETHER WITH THAT PORTION OF SECOND AVENUE, NOW VACATED, AS DESCRIBED IN THE QUITCLAIM DEED TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 30<sup>TH</sup>, 1958 IN BOOK 4690, PAGE 196 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF THE LAND.

(APN 1046-605-02 & 1046-605-03)

**Exhibit B**  
**Depiction of Property**

[To be added once drafted]

DRAFT



State of California )  
County of San Bernardino )

Signature \_\_\_\_\_ (Seal)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



August 12, 2021

Ryan Aschenbrenner  
Right of Way Manager, Transit & Rail Programs  
1170 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Dear Ryan Aschenbrenner:

**RE: Written Comments Regarding San Bernardino County Transportation  
Authority's Surplus Land Disposition Documentation for the Properties at  
Euclid Avenue and Stowell Street (APNs 1046-605-01 and 1046-605-02,03).**

Thank you for submitting your surplus land documentation for review by the Department of Housing and Community Development (HCD). We received your documentation on July 14, 2021. This letter constitutes HCD's initial written comments, pursuant to Government Code section 54230.5(b)(2)(C) of the Surplus Land Act (SLA), for the properties located at APNs 1046-605-01 and 1046-605-02,03 in the City of Upland.

According to your letter and included documents, a Resolution declaring the properties to be surplus was issued on October 5, 2016 and a Notice of Availability (NOA) was sent to all the required entities on May 13, 2020. During the required 60-day period, three affordable housing entities expressed interest in purchasing the property. The three housing entries are Western Pacific Holdings, Community Housing Works, and Borstein Enterprises. Per your letter of July 19, 2021, of the three interested parties, Western Pacific Holdings' proposal offered the deepest level of affordability with a guarantee of 160 affordable units. The San Bernardino County Transportation Authority (SBCTA) now wishes to proceed with the sale of the property to Western Pacific Holdings.

The letter and documents that you provided establish that a Resolution declaring the property to be surplus was issued on October 5, 2016 and a Notice of Availability (NOA) was sent to all the required entities on May 13, 2020. You have enclosed a summary of all the housing proposals and confirmed that Western Pacific Holdings offers the deepest level of affordability. You have also enclosed the appropriate draft affordability covenant to be recorded against the property.

San Bernardino Transportation Authority

HCD determines that you have met all the requirements under the SLA for the purposes of disposing of the surplus land located at APNs 1046-605-01 and 1046-605-02,03 in the City of Upland. SBCTA is permitted to proceed with the sale of the property.

SBCTA or its representatives may send any questions to [publiclands@hcd.ca.gov](mailto:publiclands@hcd.ca.gov).

Sincerely,



Sasha Wisotsky Kergan  
Data & Research Unit Chief  
Housing Policy Development

## Additional Information

## TRANSIT COMMITTEE ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Ray Marquez</b> City of Chino Hills		X	X	X	X	X		X	X			
<b>Frank Navarro</b> City of Colton		X	X	X	X	X		X	X	X		
<b>Aquanetta Warren</b> City of Fontana		X	X	X		X		X		X		
<b>Larry McCallon</b> City of Highland		X	X	X	X	X		X	X	X		
<b>John Dutrey</b> City of Montclair		X	X	X	X	X		X	X	X		
<b>Alan Wapner</b> City of Ontario		X	X	X	X	X		X	X			
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X	X	X	X						
<b>Deborah Robertson</b> City of Rialto		X	X			X		X	X			
<b>John Valdivia</b> City of San Bernardino			X	X	X	X		X	X	X		
<b>David Avila</b> City of Yucaipa		X	X	X		X		X	X	X		
<b>Rick Denison</b> Town of Yucca Valley		X	X	X		X		X	X			
<b>Dawn Rowe</b> Board of Supervisors		X	X	X	X	X		X	X	X		

Communication: Attendance (Additional Information)

X = Member attended meeting      Empty box = Member did not attend meeting  
 Crossed out box = Not a member at the time      Shaded box=The Transit Committee did not meet

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

**Acronym List**

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019