

Exhibit B

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[Attached]

**EXCLUSIVE NEGOTIATING AGREEMENT
BY AND BETWEEN
THE CITY OF SAN BERNARDINO
AND
JHC-ACQUISITIONS LLC**

THIS EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement") is dated as of February 18th, 2025 for reference purposes only, and is entered into by and between the CITY OF SAN BERNARDINO, a California municipal corporation ("City") and JHC-ACQUISITIONS LLC, a California limited liability company ("Developer"). City and Developer are sometimes referred in this Agreement individually, as a "Party" and, collectively, as the "Parties." This Agreement is entered into by the Parties with reference to the following recited facts (each, a "Recital"):

RECITALS

A. City, acting in the capacity as the Successor Housing Agency to the former Redevelopment Agency of the City of San Bernardino, is the fee owner of that certain real property located at 5th Street and Meridian Avenue, known as Site 12 for Surplus Land Act (the "Act") disposal purposes, (APN: 0142-522-08, 0142-522-09, 0142-522-11, 0142-522-12, 0142-522-13, 0142-522-14, 0142-522-15, 0142-522-16, 0142-522-17, 0142-522-25, 0142-522-35, 0142-522-36, 0142-522-37, 0142-522-38, 0142-522-41 and 0142-522-42), in the City of San Bernardino and State of California more specifically described in Exhibit A ("Property"); and

B. On November 16, 2022, the City Council of the City of San Bernardino adopted Resolution No. 2022-234, which declared the Property surplus, pursuant to Government Code Section 54220 of the Act and issued Notices of Availability ("NOA") on February 27, 2024; and

C. On or about October 18, 2024, the California Department of Housing and Community Development ("HCD") issued a letter to the City determining that the City had met all the requirements under the Act for the purposes of disposing the Property; and

D. On July 10, 2024, City selected Jamboree Housing Corporation, the Manager of Developer, to partner with City to develop approximately 3.5 acres of the Property for affordable housing ("Project"); and

E. City and Developer wish to negotiate to reach agreement on the terms and conditions for the sale of the Property by City, the design, construction, and development of the Project, continued maintenance and security for the Property, as well as the operation of the Property to fulfill requirements of the Project and the intent to provide affordable housing. The negotiated agreement(s) would provide the terms and conditions

for the design, financing, construction, operation, and maintenance of the proposed Project; and

F. The intent of both City and Developer in entering into this Agreement is to establish a specific, period of time to negotiate regarding a future agreement between them governing the potential acquisition of the Property and development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in a future disposition and development agreement ("DDA");

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, DEVELOPER AND CITY HEREBY AGREE, AS FOLLOWS:

AGREEMENT

1. Agreement to Negotiate in Good Faith. City and Developer agree that for the term of the "Negotiating Period" (as defined in Section 2 hereof) each Party shall diligently and in good faith attempt to negotiate the terms of the DDA for consideration by the San Bernardino City Council (the "**City Council**"). During the Negotiating Period, City agrees to negotiate exclusively with Developer, and not to negotiate with any other person or entity, with regard to the sale or other disposition of the Property.

1.1 Without limitation, among the issues to be addressed in the negotiations for the DDA are: (1) the transfer of the Property by the City to Developer; (2) the proposed design for the Project, architectural drawings detailing the Project, including, but not limited, to the design and type of required structures to be constructed; (3) the development schedule for the proposed Project; (4) a budget that sets forth the costs and fees to design, build, operate, and maintain the Project (including a sources and uses budget) ("Project Budget"); (5) the operational procedures for selecting tenants and managing the Project as affordable housing; (6) terms and conditions for the continued maintenance of the Property and operation of the Project; (7) a commitment by City to provide Developer with a loan of funds from the HOME Investment Partnerships Program (HOME) in the amount of Five Million Dollars (\$5,000,000), and Developer's compliance with the HOME program; (8) terms and conditions for Developer seeking outside funding; (9) a regulatory agreement, or other similar agreement, that provides for a eligibility for occupancy based on income, affordability, and any other special need restrictions; (10) design or architectural requirements; (11) a schedule of performance; and (12) terms and conditions for regulatory compliance, including, but not limited to, the requisite environmental analysis under the California Environmental Quality Act ("CEQA").

2. Negotiating Period. The rights and duties of the Parties established by this Agreement shall commence on the date that the Parties each execute this Agreement (the "Effective Date"). The negotiating period (the "Negotiating Period") shall be for a period of seven hundred thirty (730) days, commencing on the Effective Date. The City Manager of City, or his or her designee, shall have the right, in his or her sole discretion, to extend the Negotiating Period for up to an additional one hundred twenty (120) days,

resulting in a total potential Negotiating Period of up to eight hundred fifty (850) days. Upon the expiration of the Negotiating Period, or upon the Parties' signing the DDA for the Property, this Agreement shall automatically terminate, without further written notice or action by either Party. Upon such automatic termination, the Parties acknowledge and agree that neither Party shall have any further rights or remedies as to the other, except as specifically set forth herein.

3. Developer Acknowledgments. The Developer hereby acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the City (or an acceptance by the City of any offer or proposal from the Developer to convey any interest in the Property to the Developer. The Developer further agrees and understands that any sale of the Property is contingent upon final approval of such sale by the City Council of the City of San Bernardino, in its sole and absolute discretion, and that by entering into this Agreement the City cannot and does not guarantee such approval by the City Council of the City of San Bernardino. Any studies relating to the Property that may hereafter be undertaken by the Developer, in its sole discretion, shall be the sole responsibility of the Developer and shall not be deemed to be undertaken for the benefit of the City.

3.1 The qualifications of Developer are of particular interest to City. Consequently, with the exception of an "Affiliate" (as defined below) or a limited partnership in which Developer or an Affiliate of Developer is the general partner, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement, nor shall Developer assign all or any part of this Agreement, without the prior written approval of City. Any such approval by City may be granted, withheld or denied at City's sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee. As used in this Agreement, the term "Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Developer. The term "control" as used in the immediately preceding sentence, means, with respect to a person or entity that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person or entity that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person or entity.

3.2 The Developer shall promptly notify the City in writing of any proposed assignment of Developer's interest in the Agreement. Upon the occurrence of any material change in interest or control, whether voluntary or involuntary, in membership, ownership, management or control of the Developer (other than such changes occasioned by the death or incapacity of any individual) unless approved in writing, in advance, by the City Manager, the City may terminate this Agreement by serving written notice of such termination on the Developer referencing this Section.

3.3 In carrying out its tasks and obligations under this Agreement, the Developer shall comply with all applicable federal, state, and local laws and regulations.

3.4 Developer agrees, notwithstanding anything to the contrary in this Agreement, the completion of the environmental review required under 24 CFR Part 58 and approval of the U.S. Department of Housing and Urban Development ("HUD") is a condition precedent to Closing. City agrees that Developer reserves the absolute right to terminate this Agreement in the event Purchaser receives notice that HUD disapproves of the environmental review or the environmental review demonstrates the Property is not suitable for Developer's purposes by sending written notice thereof to City, in which event neither party shall have any further rights, duties, or obligations hereunder, except as expressly provided in this Agreement.

4. REQUIRED ACTIONS AND NEGOTIATION TASKS. Within ninety (90) calendar days after the Effective Date, Developer shall, at its sole cost and expense, provide the City with a detailed financial analysis for the Project containing, among other matters, the development costs of the proposed Project, a detailed development budget, an operations budget, including but not limited to costs for maintenance, property management, and supportive services, and other costs that will be associated with the Project ("Financing Proposal"). The Financing Proposal shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the proposed Project, to assist in the negotiation of terms, and assist with finalizing a Project Budget. The Financing Proposal shall also include the terms, scope, and limits to annual financing from City, as well as a schedule of financing for the proposed Project.

4.1 The DDA will provide that Developer will be solely responsible for all development (including site development), continual maintenance of the site (following Developer's acquisition thereof), and operational costs of the proposed Project, except insofar as Developer receives funding from other sources as set forth in a Project Budget. Developer acknowledges that the construction and future maintenance of the proposed Project may be subject to the State of California's prevailing wage requirements and/or federal prevailing wage requirements. The DDA will include a provision that establishes Developer is solely responsible for compliance with all local, state, and federal laws.

4.2 The negotiations for the DDA will address, among other items, the terms; the form, amount, and financing considerations for the proposed Project; the scope and schedule of development; the affordable housing regulatory agreement or covenant; maintenance and operation of the Property; the selection process for individuals referred to or eligible for occupancy of the units in the Project; the funding obligations from the HOME Funding, and any other sources of funding for the Project; and any other requirements for Developer and operation of the Project. The affordability restrictions set forth in the regulatory agreement by the City for use of the Property will be senior in priority to any construction and permanent financing or other monetary liens; provided, however, that the regulatory agreement will include language setting forth a process by which Developer may request certain rent and income limits to increase to specified levels in

order to achieve a specified debt service coverage ratio in the event of a foreclosure, deed in lieu of foreclosure or similar event, or in the event that due to no fault of Developer any rental subsidy provided to the Project is reduced, terminated, or not renewed; provided, further, however, that no such increases may exceed the maximum levels allowable under applicable HOME regulations. Notwithstanding the foregoing, the City may agree to subordinate its regulatory agreement to other governmental regulatory agreements, in accordance with an intercreditor and/or subordination agreement to be mutually negotiated by the Parties.

4.3 The DDA will be subject to the City's insurance requirements (set forth below) and all other applicable and customary City policies. The DDA may require appropriate performance and payment bonds (consistent with industry standards involving public-private projects) with regard to the construction of the proposed Project or another form of assurance that is acceptable to the City.

4.4 The DDA such other provisions as the City and Developer determine to be necessary or appropriate to implement the proposed Project.

5. Development Documents. The DDA must include a scope of development, site plan, design and planning drawings, grading documents, utility connections, parking locations and other documents that identify the development of the Property for the purpose of operating the Project.

5.1 If this ENA is terminated for any reason other than a default by the City, Developer shall, at its sole cost and expense, provide the City, without any representation or warranty with true and correct copies of all final, reports, studies, analyses, and similar documents prepared or commissioned by Developer with respect to this Agreement and the proposed Project, excluding any confidential financial information prepared by Developer.

5.2 Within fifteen (15) days of the Effective Date, the City will, without any representation or warranty, provide Developer with all documents relating to the Property (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) to the extent reasonably known to be in City's possession or control.

5.3 The City reserves the right, during the Term of this Agreement, to request reasonable additional information and data from Developer that it considers necessary for review and evaluation of the Property and the proposed Project, which Developer will provide in a timely manner provided that such information has been obtained by Developer pursuant to this Agreement or is otherwise in Developer's possession and control.

6. Due Diligence. During the Negotiating Period, Developer and its employees, contractors, agents, representatives, architects, engineers and consultants (collectively, the "Developer Entities"), at Developer's sole cost and expense, shall have

the right to enter and inspect the Property, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Developer may require (collectively, the "Inspections"), pursuant to the terms of this Section 6.

6.1 Developer shall conduct Inspections during regular business hours (Monday through Friday, 7:00 AM to 6:00 PM) upon no less than twenty-four (24) hours' prior written notice to City. City may have a representative present at any Inspections of the Property.

6.2 In conducting its Inspections at the Property, Developer and the Developer Entities shall: (i) not damage any part of the Property (other than invasive testing conducted in accordance with Sections 6.3 and 6.4 below) or any personal property owned or held by any third party; (ii) promptly repair any damage to the Property resulting from the entry by Developer or the Developer Entities or from any such Inspections; provided that Developer shall not be obligated to repair conditions merely discovered by Developer or the Developer Entities in conducting their inspections (iii) comply with all applicable laws; and (iv) not permit any liens to attach to the Property by reason of the exercise of Developer's rights hereunder.

6.3 Notwithstanding anything to the contrary in this Section 6, Developer shall not undertake any invasive testing, including, without limitation, taking samples of any kind or type from the Property, without City's prior written approval, which approval shall not be unreasonably withheld or delayed.

6.4 Promptly upon the completion of each Inspection, Developer shall cause the portion of the Property subject to such Inspection to be restored to the condition existing immediately prior to such Inspection, to the extent reasonably practicable; provided that Developer shall not be obligated to repair conditions merely discovered by Developer or the Developer Entities in conducting their inspections or caused by the City or the City Personnel. If this ENA is terminated for any reason other than a default by the City, Developer shall provide City, at no additional charge and without representation or warranty of any kind, with copies of non-proprietary reports prepared by third parties for Developer in connection with the Inspections within ten (10) business days of the termination of the ENA.

6.5 Developer hereby indemnifies, defends, and holds harmless City and City's officers, officials, members, employees, agents, and representatives (collectively, the "City and City Personnel"), and the Property, free and harmless from and against any and all claims, damages, liabilities, demands, injury, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of conducting Inspections, except to the extent caused by an indemnified party's active negligence, recklessness or intentional misconduct or merely discovered by Developer or the Developer Entities in conducting their inspections.

6.6 Developer's obligations under this Section 6 shall survive the expiration or termination of this Agreement.

7. Environmental Review. Developer will be responsible for compliance with the requirements of the CEQA pursuant to California Public Resources Code Sections 21000 *et seq.* and California Code of Regulations Sections 15000 *et seq.*, in connection with the proposed use of the Property and the development of the proposed Project. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to such CEQA documentation. Developer shall provide such information about the proposed Project as may be required to enable the City to consider any CEQA-required document and shall otherwise generally cooperate with the City to complete this task.

7.1 If the City, in its sole discretion, determines that the future approval of the DDA requires non-feasible mitigation measures, or fails to yield benefits that outweigh significant unavoidable impacts, or the City otherwise determines, in its sole discretion, that it is unable to make any finding required by CEQA as a prerequisite to approval of the DDA, the City may terminate this Agreement, without penalty. Upon such termination, neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive termination of this Agreement.

7.2 The Parties intend this Agreement to reflect the basic understanding between them, but agree that the DDA contemplated herein shall be subject to, and contingent on, the City's approval, in its sole discretion, of a final CEQA determination. This Agreement does not constitute a legally binding commitment to a specific project, to the proposed Project, to any transfer of the Property, or to the DDA.

8. Progress Reports. From time to time as reasonably requested by the City, the Developer agrees to make oral and written progress reports advising the City on all matters related to the proposed Project, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters

9. Community Engagement. The City and Developer shall confer and seek agreement on an appropriate strategy to obtain input from community members regarding the proposed Project.

10. Insurance. Without limiting Developer's indemnification obligations under this Agreement, Developer shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Developer and/or the Developer Entities, including without limitation conducting Inspections. In the event that Developer subcontracts any portion of the work, the contract between Developer and such subcontractor shall require the subcontractor to maintain the same types (with the same endorsements) and amounts of insurance that Developer is required to maintain pursuant to this Section.

10.1 Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Developer's performance of this Agreement, including without limitation conducting Inspections. Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

10.2 Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 per each occurrence and \$1,000,000 annual aggregate. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

10.3 Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of Developer providing any service in the performance of this Agreement; provided, however, that Developer shall not be required to obtain workers' compensation insurance because Developer does not have any employees, so long as Developer executes a Workers' Compensation Waiver in the substantially the form set forth in Exhibit "B" to this Agreement. Such insurance shall be endorsed to waive the insurer's right of subrogation against the City and City Personnel.

10.4 Evidence of Insurance: Developer shall provide City a Certificate(s) of Insurance evidencing such coverage, together with copies of the required policy endorsements, no later than five (5) business days prior to commencement of any inspections and prior to the expiration of any policy. ***Statements on an insurance certificate will not be accepted in lieu of the actual endorsements required.*** Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written

notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

10.5 Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

11. No Predetermination of City Discretion. The Parties acknowledge and agree that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of City's discretion concerning the consideration of the DDA. The Parties do not intend for this Agreement to be a DDA or lease or conveyance, of the Property. The Parties acknowledge and agree that they have not agreed upon the essential terms of the subject matter of the transaction, and that such essential terms will be the subject matter of further negotiations. The Parties acknowledge and agree that any final agreement, if an agreement is reached, would be in the form of a DDA, and any such Agreement would not be effective until it has been considered and formally approved by the City Council and Developer, and thereafter has been executed by authorized representatives of each Party. Notwithstanding anything in this Agreement to the contrary, City does not intend this Agreement to commit to a definite course of action with respect to the Property, and City retains full discretion with respect to (i) the Property, (ii) the DDA, (iii) any determination under the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.* ("**CEQA**") with respect to the consideration of a DDA and/or any proposed development of the Property.

12. Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations in connection with the performance of its obligations under this Agreement.

13. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for the City with respect to the subject matter of this Agreement. Tish Kelly, the Senior Vice President, Development, of Developer, or her designee, shall be the lead negotiator for Developer with respect to the subject matter of this Agreement.

14. Address for Notices. Any notices pursuant to this Agreement shall be in writing and delivered (i) in person, (ii) by reputable overnight delivery service that provides a receipt with the time and date of delivery, such as Federal Express, or (iii) by United States Mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

To City: City of San Bernardino
 290 N D Street,
 San Bernardino, CA 92401
 Attn.: City Manager

To Developer: JHC-Acquisitions LLC
c/o Jamboree Housing Corporation
17701 Cowan, Suite 200
Irvine, CA 92614
Attn: Tish Kelly

With a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Patrick McCalla

Any Party may designate a different address for itself by notice. Any notice, demand, or document so given, delivered, or made by United States mail, shall be deemed to have been given seventy-two (72) hours after the same is deposited in the United States mail as registered or certified mail, addressed to addresses above, with postage thereon fully prepaid. Any notice, demand, or document delivered by overnight delivery service shall be deemed complete upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand, or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered, or made upon receipt of the same by the Party to whom the same is to be given or delivered.

15. Default. Failure by either Party to negotiate in good faith or to perform any of its obligations as provided in this Agreement shall constitute a default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured thirty (30) days after the date of such notice or such longer period of time as is reasonably necessary to cure the default, provided that the defaulting party commences to cure the default within said thirty (30) day period and, thereafter, reasonably diligently prosecutes the cure to completion, the non-defaulting Party may exercise the remedies set forth in Section 16 of this Agreement.

16. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting Party shall be to (a) terminate this Agreement, (b) institute an action for specific performance of this Agreement, or (c) institute legal action to recover actual damages for the default (limited to actual, documented out-of-pocket costs incurred by the non-defaulting Party as a result of such default) . Following the termination of this Agreement, neither Party shall have any further rights, remedies, or obligations under this Agreement, except as specifically set forth herein. Neither Party shall have any liability to the other for monetary damages for failure to reach agreement on the DDA, and each Party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. The Parties' rights and obligations under this Section 16 shall survive the expiration or termination of this Agreement.

17. Termination. This Agreement shall: (i) automatically terminate at the time(s) set forth in Section 2 above, and (ii) shall terminate upon a default and failure to cure the default as provided in Section 15 above..

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

19. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

20. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any proposed development of the Property and any DDA and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the Project or any other development on the Property. All design, architectural, and building plans for any proposed development shall be subject to the review and approval of City and any other Federal, State or local entity with jurisdiction over the Property and/or proposed development. By its execution of this Agreement, City is not committing itself to or agreeing to undertake any disposition of the Property to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, and venue for any action initiated by a Party to interpret or enforce this Agreement shall lie exclusively in the state and federal courts in the County of San Bernardino.

22. Attorneys' Fees. Each Party shall be responsible for payment of its own attorneys' fees and expenses with respect to negotiation and preparation of this Agreement. In the event any action is brought to enforce or interpret any of the provisions of this Agreement, the prevailing Party in such action or proceeding, shall be entitled to have and recover its reasonable attorneys' fees and expenses.

23. Amendments. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by the Parties.

24. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her designee). The City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of or implementing agreements for this Agreement on behalf of City so long as such actions do not materially or substantially change the substantive business terms of this Agreement, or add to the costs incurred or to be incurred by City as specified

herein. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

25. Real Estate Commissions. Each of the Parties represents and warrants to the other Party that no real estate commission, broker's fees, or finder's fees which may accrue by means of the acquisition of the Property is due to any person, firm or entity. City shall indemnify, protect, defend and hold harmless Developer from any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any broker fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder which results from any act or agreement of City. Developer shall indemnify, protect, defend and hold harmless City from any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any broker fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder which results from any act or agreement of Developer.

26. Conflict of Interest. No member, official or employee of City having any conflict of interest, direct or indirect, related to this Agreement shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument. This Agreement may be executed by electronic transmission (in pdf form) or by electronic signature (such as DocuSign.) .

[End of Agreement- Signature page follows]

NOW THEREFORE, City and Developer have executed this Exclusive Negotiating Agreement as of the date first set forth above.

CITY:

CITY OF SAN BERNARDINO, a California municipal corporation

By: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

DEVELOPER:

JHC-ACQUISITIONS LLC, a California limited liability company

By: Jamboree Housing Corporation, a California nonprofit public benefit corporation

Its: Manager

By:  _____
Michael Massie

Its: Executive Vice President and Chief Development Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property located in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

APN: 0142-522-08:

Parcel 1:

Lot 10 of Tract No. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90 Page(s) 44 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the south 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom any portion lying within Parcel 1 above.

Parcel 3:

An easement for ingress, egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, State of California, a certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County lying within Lot 1 of Tract 7050.

APN: 0142-522-09:

Lot 9 of Tract no. 7050 in the City of San Bernardino, County of San Bernardino, State of California, as shown by map on file in Book 90, Page(s) 44 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the South 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino. A Certified Copy of which recorded April 3, 1987 as instrument No. 87-110057 of Official Records, which would pass by normal operation of law.

APN: 0142-522-11:

Parcel 1:

Lot(s) 7 of Tract No. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90 Page(s) 44 of Maps, in the Office of the County of said County.

Together with that portion of the south 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in the certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of the Official Records of said County, except therefrom any portion lying within Parcel 1 above.

APN: 0142-522-12:

Parcel 1:

Lot 6 of tract No. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90 Page(s) 44 of maps, in the Office of the County Recorder of said County.

Together with that portion of the south 1/2 of the 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of the Official Records of said County. Except therefrom any portion lying within Parcel 1 above.

Reserving therefrom, for the benefit of the Grantor an easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution

No. 87-56 of the City Council of the City of San Bernardino, State of California, a certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official records of said County.

APN: 0142-522-13:

Parcel 1:

Lot 5 of Tract No. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90, Page 44 of Maps, in the Office of the County Recorder of said County, together with that portion of the North 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation

of law. Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County, except therefrom any portion lying within Parcel 1 above.

APN: 0142-522-14:

Parcel 1:

Lot(s) 4 of Tract No. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90, page(s) 44 of Maps, in the Office of the County Recorder of said County, together with that portion of the North 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation

of law. Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City

Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified Copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom any portion lying within Parcel 1 above.

APN: 0142-522-15:

Parcel 1:

Lot(s) 3 of Tract no. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded In Book 90, Page(s) 44 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the North 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified copy of which recorded April 3, 1987 as Instrument no. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto, over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom, any portion lying within Parcel 1 above.

APN: 0142-522-16:

Parcel 1:

Lot(s) 2 of Tract no. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded In Book 90, Page(s) 44 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the North 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified copy of which recorded April 3, 1987 as Instrument no. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto, over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom, any portion lying within Parcel 1 above.

APN: 0142-522-17:

Parcel 1:

Lot 1 of Tract no. 7050, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 90, Page(s) 44 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the North 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified copy of which recorded April 3, 1987 as Instrument no. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom, any portion lying within Parcel 1 above.

APN: 0142-522-25:

Parcel 1:

That portion of the East 5 acres of the Southwest 1/4 of Government Lot 7 of Section 6, Township 1 South, Range 4 West, San Bernardino Base and Meridian, in the City of San Bernardino, County of San Bernardino, State of California, according to the Official Map of said land, described as follows:

Beginning at a point on the North line of said Southwest 1/4 of Government Lot 7, said point being distant North 89°49'15" East 100.00 feet from the Northeast corner of Lot 5 of Tract No. 7050, as per map recorded in Book 90, Page 44 of Maps, records of said County;

Thence North 89°49'15" East 50.00 feet;

Thence South 0° 04' 38" East 148.00 feet;

Thence South 89° 49' 15" West 50.00 feet;

Thence North 0° 03' 38" West 148.00 feet to the point of beginning.

Together with that portion of the North ½ of 5th Street adjoining said land on the South, as vacated by Resolution of the City Council of the City of San Bernardino, a certified copy of which recorded April 3, 1987 as Instrument no. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County except therefrom any portion lying within Parcel 1 above.

APN: 0142-522-35:

Parcel 1 of Parcel Map No. 3525, in the City of San Bernardino, County of San Bernardino, State of California, as per map recorded in Book 32, Page 19 of Parcel Maps, in the Office of the County Recorder of said County.

Together with that portion of the South 1/2 of 5th Street adjoining said land on the North, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation of law.

Excepting therefrom all oil, gas, minerals and other hydrocarbons below a depth of 500 feet, without the rights of surface entry, as reserved in the deed from Glendale Federal

Savings and Loan Association, as United States Corporation, recorded December 10, 1981 as Instrument No. 81-269245, Official Records.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof

recorded April 3, 1987 as Instrument No. 87-110057 of Official Records of said County. Except therefrom, any portion lying within Parcel 1 above.

APN: 0142-522-36:

Parcel 1:

Parcel 2 of Parcel Map No. 3525, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 32 Page(s) 19 of Parcel Maps, in the Office of the County Recorder of said County.

Together with that portion of the South 1/2 of 5th Street adjoining said land to the North, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987, as Instrument No. 87-110057, Official Records, which would pass by normal operation of law.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in Deeds of Record.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of the Official Records of said County.

Except therefrom any portion lying within Parcel 1 above reserving therefrom, for the benefit of the Grantor an easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, State of California, a certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of official records of said County.

APN: 0142-522-37:

Parcel 3, inclusive of Parcel Map No. 3525, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 32 of Parcel Maps, Page(s) 19, records of said County, together with the South 1/2 of the 5th Street adjoining said land on the North, as vacated by Resolution of the City

Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records.

APN: 0142-522-38:

Parcel 1:

Parcel 4 of Parcel Map No. 3525, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 32 Page(s) 19 of Maps, in the Office of the County Recorder of said County.

Together with that portion of the South 1/2 of 5th Street adjoining said land, as vacated by Resolution of the City Council of the City of San Bernardino, a Certified Copy of which recorded April 3, 1987 as Instrument No. 87-110057, Official Records, which would pass by normal operation of law.

Parcel 2:

An easement for ingress and egress and rights incidental thereto over that portion of said land described in that certain Resolution No. 87-56 of the City Council of the City of San Bernardino, County of San Bernardino, State of California, a Certified copy thereof recorded April 3, 1987 as Instrument No. 87-110057 of the Official Records of said County. Except therefrom any portion lying within Parcel 1 above.

APN: 0142-522-41:

PARCEL 1:

THAT PORTION OF THE EAST 5 ACRES OF THE SOUTHWEST 1/4 OF GOVERNMENT LOT 7 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF TRACT NO. 7050, AS PER MAP RECORDED IN THE BOOK 90 OF MAPS, PAGE 44, OF RECORDS OF SAID COUNTY; THENCE SOUTH 0 DEGREES 03'38" EAST

ALONG THE EAST LINE OF SAID LOT 5, 148.00 FEET TO THE
SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 49' 5"
EAST, 50.00
FEET; THENCE NORTH 0 DEGREES 03' 38" WEST, 148.00 FEET;
THENCE SOUTH 89 DEGREES 49' 15" WEST, 50.00 FEET TO THE
POINT OF BEGINNING.

TOGETHER WITH THE NORTH 1/2 OF 5TH STREET ADJOINING SAID
LAND ON THE SOUTH, AS VACATED BY RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF
WHICH RECORDED APRIL 3, 1987 AS INSTRUMENT NO. 87-110057,
OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW.

APN: 0142-522-42:

THAT PORTION OF THE EAST 5 ACRES OF THE SOUTHWEST 1/4 OF
GOVERNMENT LOT 7 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 4
WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SAN
BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
ACCORDING TO THE OFFICIAL MAP OF SAID LAND DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4
OF GOVERNMENT LOT 7, SAID POINT BEING DISTANT NORTH 89
DEGREES 49' 15" EAST 50.00 FEET FROM THE NORTHEAST CORNER OF
LOT 5, TRACT NO. 7050, AS PER MAP RECORDED IN BOOK 90, OF MAPS,
PAGE 44, RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 49'
15"

EAST, 50.00 FEET; THENCE SOUTH 0 DEGREES 03' 38" EAST, 148.00
FEET; THENCE SOUTH

89 DEGREES 49' 15" WEST, 50.00 FEET; THENCE NORTH 0 DEGREES 03'
38" WEST, 148.00 FEET TO THE POINT OF THE BEGINNING.

TOGETHER WITH THE NORTH 1/2 OF 5TH STREET ADJOINING SAID LAND
ON THE SOUTH, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH
RECORDED APRIL 3, 1987 AS INSTRUMENT NO. 87-110057,
OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

EXHIBIT "B"

WORKERS' COMPENSATION WAIVER

I, Michael Massie, on behalf of Developer, hereby, certify and acknowledge that Developer is aware of the workers' compensation laws of the State of California and that Developer currently has no employees who would be subject to the protection of the Workers Compensation Act. Furthermore, Developer agrees that, if at any time during the term of the Agreement, any employees are hired by Developer, that Developer will comply with the requirement of the workers' compensation laws. At that time, Developer will provide evidence of such coverage to the City of San Bernardino.

By:

Michael Massie

Date

2/18/2025

Title:

EVP & Chief Development off

Company:

Jamboree