



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Thursday, July 21, 2022 5:30PM
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park Improvement Corporation will be conducting this meeting by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when "The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing" after making certain findings. See Gov. Code § 54953.

Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. I. There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

The above special provisions allowing for teleconference meetings will only apply during a Governor-declared state of emergency, and we are still presently in a statewide state of emergency.

The Workshop and Regular Session is available by calling: +1 (669) 900-6833. Meeting ID: 948 9929 3193

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/94899293193>

DISTRICT CLOSED SESSION – Closed session to begin at 5:30pm

1. Conference with Legal Counsel Regarding Real Estate Property Negotiations – Pursuant to Government Code Section 54956.8. Danny Thomas Ranch I10 Logistics
2. Conference with Legal Counsel Regarding Significant Exposure to Litigation – Pursuant to Paragraph (2) of Subdivision(d) of Government Code Section 54956.9: One Case

Roll Call: Director De La Cruz, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

WORKSHOP SESSION – None.

REGULAR SESSION – Regular Session to Begin at 5:45pm

Roll Call: Director De La Cruz, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

Invocation:

Pledge of Allegiance:

Adjustments to Agenda: Government code sec 54954.5(b) (2) provides "upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a)

Presentations: None.

1. **PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to ryann@bcvparks.com. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record. There is a three (3) minute limit on public comments.

2. **CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).

2.1 Minutes of July 13, 2022

3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**

3.1 Approval of:

3.1.1 Termination of Water Rights Agency Agreement

3.1.2 Sewer Line Easement

3.1.3 Well Site Deed

3.1.4 Preliminary Change of Ownership Report

4. **NEXT MEETING:**

Regular Meeting – Wednesday, August 10, 2022

5. **DIRECTORS MATTERS/COMMITTEE REPORTS:**

6. **ADJOURNMENT:**

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Ryann Flores at 951-845-9555, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation

DECLARATION OF POSTING: I declare under penalty of perjury, that Beaumont-Cherry Valley Recreation and Park District employ me, and the foregoing agenda was posted at the District office and District web site July 19, 2022.



Ryann Flores, BCVRPD Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, July 13, 2022 6:00pm

MINUTES

PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and the fact that there is a Governor-declared state of emergency, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

DISTRICT CLOSED SESSION – Closed Session to Begin at 5:15pm

1. Public Employee Annual Performance Evaluation Pursuant to Government Code Section 54957

Title: General Manager

Closed session began at 5:15pm

Roll Call:

Director De La Cruz: Present via teleconference

Director Ward: Absent

Treasurer Flores: Present via teleconference

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

Closed session ended at 5:18pm.

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at 6:00pm

Regular session began at 6:00pm.

Attorney, Albert Maldonado reported out on closed session. There were no reportable actions.

Roll Call:

Director De La Cruz: Present via teleconference

Director Ward: Present via teleconference

Treasurer Flores: Present

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

Invocation: Pastor Paul with Church for Family gave the Invocation. – The Board and General Manager thanked Pastor Paul for all he has done for the District and had presented him with a plaque at Movies Under the Stars.

Pledge of Allegiance: Chairman Hughes led the pledge of allegiance.

Presentations: The District presented the Beaumont Police Department's K-9 Unit with a donation check.

Adjustments to Agenda: One adjustment – K-9 presentation.

1. PUBLIC COMMENT:

Chairman Hughes opened public comment at 6:21pm. Hearing none, public comment closed at 6:21pm.

2. CONSENT CALENDAR:

2.1 Minutes of June 23, 2022

2.2 Bank Balances for June 2022

2.3 Warrants for June 2022

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Albert Maldonado commented on item 2.4. He stated the Board has voted to hold teleconference meetings under AB361. The District needs to make certain findings every 30 days to continue teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The District needs to consider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing. Chairman Hughes confirmed that the finance committee met and approved items 2.2 and 2.3.

Director Ward noted a correction needed in the June 23, 2022 minutes. Changes have been made to reflect that Director Ward was present for the 2.1, 2.2, 2.3, and 2.4 vote with technical difficulties.

Motion was made to accept items 2.1, 2.2, 2.3, and 2.4.

Initial Motion: Director Ward

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS: (Includes Committee Reports)

3.1 2022-2023 CDBG Funding Approval

Chairman Hughes opened public comment at 6:28pm. Hearing none, public comment ended at 6:28pm.

Motion was made to accept item 3.1.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.2 Approval of Resolution to Oppose Initiative 21-0042A1

Chairman Hughes opened public comment at 6:32pm. Hearing none, public comment ended at 6:32pm.

Motion was made to accept item 3.2.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.3 Approval of Final Reading Fiscal Year 20/21 Audit

Chairman Hughes opened public comment at 6:36pm. Hearing none, public comment ended at 6:36pm. General Manager, Duane Burk, noted that the letter from Halliday & Company states they did not meet the District for an interview. Typically they meet with management for an interview, but with Halliday & Company's calendar, they did not have a chance. Treasurer Flores did have a phone interview.

Motion was made to accept item 3.3.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Treasurer Flores/Director Ward

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.4 Approval of Destruction of Records Request

Chairman Hughes opened public comment at 6:41pm. Hearing none, public comment ended at 6:41pm. Attorney, Albert Maldonado, wanted confirmation that the Recreational Master Plan was not approved by resolution and that there were no records listed in the 2006-2018 incidents, accidents, claims, property damage that needed to be kept longer than the listed date. Both were confirmed.

Motion was made to accept item 3.4.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Treasurer Flores

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.5 Approval of Purchase of Ventrac 4520P Tractor

Chairman Hughes opened public comment at 6:49pm. Hearing none, public comment ended at 6:49pm. Director Ward clarified if the tractor would be an outright purchase or financed and if it came with a warranty and maintenance contract. General Manager, Duane Burk, stated that it is in the budget for an outright purchase, but the District could also finance it and that it does come with a warranty and maintenance contract. Duane also stated that when he came to the District, this same piece of equipment was on the agenda at a price of \$34,000 and within the seven years, it has gone up to \$42,000.

Motion was made to accept item 3.5.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Ward/Treasurer Flores

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye
Vice Chair/Secretary Diercks: Aye
Chairman Hughes: Aye

3.6 Approval of County of Riverside UCI Funding

Chairman Hughes opened public comment at 6:57pm. Hearing none, public comment ended at 6:57pm.

Motion was made to accept item 3.6.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.7 Approval of Revised 6th Amendment for General Manager Evaluation

Chairman Hughes opened public comment at 7:00pm. Hearing none, public comment ended at 7:00pm.

Attorney, Albert Maldonado clarified the only change made to the Amendment was the salary increase of 14%.

Motion was made to accept item 3.7.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Left meeting at 6:15pm, unable to vote

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator: Zina Bakoo

- We have 26 employees.
- Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 164 days since our last employee accident.
- The annual GASB 74/75 report has been completed and sent in to CalPERS.
- Ryann and Zina completed the Special District election webinar for County of Riverside.
- Lilian and Aaron attended the job fair at the Albert Chatigny Senior Center.
- Ryann attended a webinar for Paychex Retirement training.
- Introduce new Activities Coordinator – Lilian Averette.
- We are currently hiring for our maintenance department and casual employees.
- Employee of the quarter luncheon will be held on July 20th at 12pm in the Copper Room.
- Employee picnic was a great success. We raffled large items that were 100% donated by our local contractors who continue to support our District.
- Zina attended the Calimesa Chamber breakfast on 7/12/2022.

Executive Manager: Nancy Law

- The Finance Committee met Monday, July 11th, 2022 to review June 2022 Financial Reports for Fiscal Year 2021-2022.
- The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.
- Property Tax Disbursement – The Financial Services Technician has received Preliminary 1 deposits into the Riverside County Fund for June 2022 in the amount of \$15,218.37.
- The Financial Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for June 2022, bringing our Reserve balance to \$119,029.55, and transferred into the Money Market account \$7,500.00 monthly contributions for June 2022 bringing our balance to \$223,059.20.
- Executive Assistant is worked of Public Records Requests.
- Finance attended on 6/6/2022 Beers Brats and Bogart Bash Meeting.
- Finance worked on 6/11/2022 the Beers Brats and Bogart Bash Event.
- Finance attended on 6/22/2022 Beer Brats and Bogart Bash Debrief Meeting.
- Executive Assistant spoke and attended on 6/24/2022 the Memorial Wall Dedication.
- Executive Assistant worked with the new Activities Coordinator Lilian Averette on 6/27/2022 Movies Under the Stars (Sing 2).
- Executive Assistant met with Verizon Wireless regarding GPS tracking of our Vehicles. This will not be for monitoring employees, but for theft of District property.

Activities Coordinator: Lilian Averette

Let me start out by introducing myself to you. My name is Lilian Averette and I am a long time resident of Beaumont for the last 22 years. My husband and I have raised our two daughters here in Beaumont and I worked for the City of Beaumont for 9 ½ years. I managed the City day camp, the pool, and did special events. I am a Director for the Cherry Festival Association, where I am one of the Entertainment Directors. This last year for 2022, I was also the MC of the event. I am a big believer that the community comes first. When working an event, my biggest accomplishment is knowing that families are making memories!

- COVID-19 Testing Facility at the Woman’s Club will continue through September 30, 2022.
- Past District Events:
 - Bogart Beers and Brats Bash June 11, 2022.
 - The Second Annual of this event was a success; People from the community seem to enjoy the event. Eating and drinking with great company, entertainment, and games.
 - Memorial Wall Regional Park Quad Area June 24, 2022.
 - We added Bruce Blake and Kath Wagner.
 - Movies Under the Stars
 - To kick off the summer, we played Scoob on June 20th and Sing 2 on June 27th. It has been a great turn out for the Movies Under the Stars.
- District Events:
 - Movies Under the Stars will continue for 3 more weeks.
 - July 11th will be the movie Luca. Sponsor for Luca will be Nutrishop.
 - July 18th will be the movie Encanto. Sponsor will be Century 21?
 - July 25th will be the movie Ghostbusters (Original) to end the summer movie nights.
 - We have also added Coffee with Chao’s to the Movie Under the Stars.
 - Touch a Truck July 29, 2022.
 - We will be calibrating with the City of Beaumont. This event will have Fire Engines, Police Cars, Helicopters’ and much more. We will be hosting it out in the Meadow and Field 7 here at Noble Creek Regional Park.
- Lilian participated in the Beaumont Job Fair on 6/29/2022.
- Lilian attended the Calimesa Chamber breakfast on 7/12/2022.

- Lilian will be attending the Banning Chamber breakfast on 7/20/22.

Assistant Maintenance Superintendent: Aaron Morris

I hope everyone is staying cool. Staff has been doing a great job keeping up on their duties while staying hydrated. Here are a few items the Maintenance Department has been working on:

- Noble Creek Regional Park:
 - Staff has been working on water line repairs in the dog park.
 - We will be starting the sprinkler construction for both fields 2 and 3 in the next few weeks.
 - We are getting fence estimates for fields 4, 5, and 6.
 - We are getting ready for our Annual Site Inspection for our Headquarters.
 - I will be scheduling the installation of the flow sensor pedestal for the flow meter.
 - Staff has been assisting in bigger projects with contractors.
 - We are currently working on ball field renovations and will be working with Kelly Cooper with Turf Plainer.
- Bogart Regional Park:
 - We are working on sprinkler relocation.
 - Maintenance is also working on fixing and lowering valves for new parking.
 - There will be a new sewer line and dump sites added to the shop.
 - Alfonso's Tree Service removed all dead trees.
 - Drip Irrigation has been added to all trees around the pond.
 - We have been getting grass seed estimates for the construction areas.
 - We have been working on the altitude valve for the water tower in controlling our domestic feed to the tank in order to prevent spilling over.
 - Maybe the District could possibly donate tools, materials, and staff for the upcoming Coyote Tournaments.

Athletic Coordinator: Dodie Carlson

- The spring slow pitch season finished in June. The following winners were Monday women's Cut a Pitch, Tuesday Men's Shimels Kids, Thursday co-ed 64 Sports and Sunday co-ed I'd Smash. The summer season on July 5, 2022 Monday women's 6 teams, Tuesday men's 7 teams, Thursday co-ed 12 teams and Sunday co-ed 6 teams. We are down 8 teams from last year due to vacations and playing multiple days.
- There has been some interest in senior slow pitch. While we have explored it before, we will see if we can draw any interest to start a program at this time.
- The calendar remains very slow due the lack of staff for tournaments. Hopefully we can get some help as things start to loosen up.
- I would like to thank the Board of Directors, General Manager, and staff for their constant work for this district. I would like to thank the maintenance staff for their constant work on field improvements, while they continue to battle the gophers and squirrels. The fields are improving every week.
- BYB has concluded all the All-star tournaments for the year. They represented well. They still have 4 teams playing at this point. 10U Softball, Pinto 8U machine pitch, Bronco 12U Select, and Pony 14U Select BYB will have elections and will start fall ball registrations in August 2022.

General Manager: Duane Burk

Duane stated that it has been a privilege to be here the past seven years and that the District has grown a lot. He said that it is a reflection of the team effort and decisions of the Board of Directors and looks forward to another year. He has attended the City of Beaumont Planning Commission meeting and the City of Calimesa council meeting via Facebook as the District is working on programs and opportunities with them. He is very

excited about what the District is doing at both Noble Creek Regional Park and Bogart Regional Park and will be going on vacation with his family.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
- Finance – 1st Monday of Every Month 4:00pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30pm
- BCVRPD Board Meeting Schedule, NCCC

August 10, 2022

September 14, 2022

October 12, 2022

5.2. Upcoming Holidays

Monday, September 5, 2022 Labor Day

5.3. Events

June 20 – July 25, 2022 – Movies Under the Stars Every Monday at Noble Creek Regional Park

September 16 – 18, 2022 – 32nd Annual King Ludwig's Oktoberfest

Woman's Club COVID testing through September 30, 2022

DIRECTORS MATTERS/COMMITTEE REPORTS

Director De La Cruz:

Armando had left the meeting at 6:15pm and was unable to comment.

Director Ward:

Denise thanked all staff for all of their hard work, especially while being short staffed and with the new District events. She congratulated and thanked Duane as she looks forward to working with him for another year. She also gave a warm welcome to the new Activities Coordinator, Lilian. Denise stated that she appreciates all of the support and patience from the Board and Duane. Regarding the comment in the June 23rd minutes, she noted that she has not been notified for any upcoming personnel meetings or any that need to be scheduled. She would like to rectify that comment between herself, Dan and Duane and hopefully all could work harder to achieve this plan. She also looks forward to the upcoming Bogart meetings and is happy to be a part of the Board of Directors.

Treasurer Flores:

John is very proud of the Foundation and appreciates everything Nick has been doing. He stated that Zina is a noticeable breath of fresh air and appreciates she does. He believes that it has been a great change of direction. He went to the local Coyote tournament and mentioned that maybe the District can sponsor their trophies in the future. He appreciates Duane and expressed that nothing can compare to where we are now with the District.

Vice Chair/Secretary Diercks:

Chris welcomed Lilian and mentioned that Nick did an excellent job with the car show. He noted that all staff is doing a good job and gave congratulation to Duane. He said that it has been Banning's loss and our gain since the day that Duane came to the District. He told Aaron to rush Field 1.

Chairman Hughes:

Dan attended Bill Shopoff's open house to see his new office and had his time with the President and the Vice-President of the company. They have received a contract in Calimesa for 3,600 homes and look forward to working on future projects with the District. He completed the General Manager's evaluation within six hours. He also stated that the District has a very good team right now and that there are a lot changes coming. He mentioned how much the District has grown, from Noble Creek Regional Park not having concrete to obtaining Bogart Regional Park as well as Danny Thomas Ranch. He believes that there is more to come in the future with the great team we have. He gave congratulation to Duane. Dan and the Board appreciate all staff.

Dan also attended the following:

- Fascination Ranch for Jeff Hewitt's election night on 6/7/22
- Four Season dedication on 6/8/22
- City of Beaumont council meeting on 6/13/22
- Met with Duane, Patrick O'Reilly, and Lloyd White regarding Danny Thomas Ranch
- City Hall meeting regarding Bogart and Danny Thomas Ranch on 6/27/22
- Planning Commission meeting 6/28/22

6. ADJOURNMENT:

Motion made to adjourn the meeting at 7:43pm.

WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 407-210-001, 407-210-002, 407-210-004, 407-200-009, 407-200-011 and 407-200-012

TRA: 056-014

DOCUMENTARY TRANSFER TAX: \$ -0- (no consideration). The termination herein is being recorded to release interests in a water rights agency agreement, and is not a change in ownership under §63 of the California Revenue and Taxation Code.

Signature of declaring party

TERMINATION OF WATER RIGHTS AGENCY AGREEMENT

THIS TERMINATION OF WATER RIGHTS AGENCY (this "*Termination*") is made as of _____, 2022 (the "*Effective Date*"), by I10 LOGISTICS OWNER, a Delaware limited liability company ("*I10 Logistics*"), BEAUMONT-CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION, a California public benefit organization ("*Foundation*"), and BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district of the State of California ("*District*", along with I10 Logistics and Foundation, the "*Parties*", and each a "*Party*").

RECITALS

A. Reference is hereby made to that certain *Water Rights Agency Agreement* recorded in the Official Records of Riverside County (the "*Official Records*") as Instrument No. 2021-0000372 (the "*Agency Agreement*"), between I10 Logistics and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership, as "Owner", including (i) the Foundation, which currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) the District, which currently holds fee title to the remainder of the land that is subject to the Agency Agreement. Terms used but not defined herein shall have the meaning given in the Agency Agreement.

B. The Parties hereby wish to terminate the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein and in the Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Termination. The Agency Agreement is hereby terminated.
2. Entire Agreement. This Termination is the final expression of the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
3. Successors and Assigns. This Termination and any rights created hereby shall inure to the benefit of the successors and assigns of the Parties.

4. Governing Law. The parties expressly agree that this Termination shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page(s) Attached]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

“I10 LOGISTICS”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

“FOUNDATION”

BEAUMONT-CHERRY VALLEY RECREATION &
PARK IMPROVEMENT CORPORATION, a California
public benefit corporation

By: _____
Duane Burk
General Manager

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

“DISTRICT”

BEAUMONT-CHERRY VALLEY RECREATION &
PARK DISTRICT, a public district of the State of
California

By: _____
Duane Burk
General Manager

ACKNOWLEDGMENT

<p>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.</p>

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

[This instrument is for the benefit of the Beaumont-
Cherry Valley Recreation & Park District, and is entitled
to be recorded without fee. (Gov. Code, § 27383)]

(Space above this line is for Recorder's use)

APN: 407-220-022
TRA: 056-035

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, I10 LOGISTICS OWNER, LLC, a Delaware limited liability company ("**Grantor**") does hereby grant to BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district of the State of California ("**Grantee**"), and its successors and assigns, a non-exclusive, private easement and right-of-way ("**Easement**") on the terms and conditions set forth herein to operate, use, maintain, repair, inspect, and survey an underground sanitary sewer line and other appurtenant appliances and fixtures ("**Facilities**") in, on, over, under, along and across that certain real property in the County of Riverside, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by reference made a part hereof, which area shall exclude any areas previously dedicated to the County of Riverside (the "**Easement Area**"). Grantor has previously constructed or intends to construct certain surface and subsurface site improvements over a portion of the Easement Area which may include, without limitation, concrete, pavement, utility, storm water drain, water line, conduit, fencing, fire loop, and related improvements, provided that such improvements do not interfere with or endanger the Facilities or Grantee's use thereof ("**Grantor's Site Improvements**").

Notwithstanding the foregoing, Grantor reserves, for its benefit and the benefit of its successors and assigns, by recorded amendment to this Easement executed by Grantor alone, the right to relocate the Easement Area before or after the construction of the Facilities as may be determined by Grantor, in its reasonable discretion, to accommodate the development or use of Grantor's Property (as defined below) and/or as otherwise may be required by any governmental or administrative agency so long as the purpose of the Easement is not substantially frustrated by such relocation, the relocation is made at no material cost to Grantee, and service interruption to Grantee's property as described in Exhibit "C" attached hereto ("**Grantee's Property**") is minimized. Grantor shall provide to Grantee a copy of any such recorded amendment substantially concurrently with the recording thereof. Without in any way limiting the foregoing, (a) in no event shall the Easement Area encroach into or interfere with the use and development of Grantor's Property, and (b) the parties shall cooperate with each other in executing, notarizing and delivering to the other any and all documents necessary to effectuate such modification and/or relocation.

The Easement granted herein includes the reasonable right of access to and from the Easement Area, including the right to enter the Easement Area, to survey, maintain, operate, control, and use said Facilities, and to remove objects interfering with the operation and maintenance thereof, all of which shall be done at

Grantee's sole cost. Grantee shall coordinate such activities with Grantor and Grantee shall at its sole cost promptly restore any land or Grantor's Site Improvements it disturbs to a condition commensurate with the surrounding land or Grantor's Site Improvements, as applicable, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation.

Grantee shall be responsible for maintaining the Facilities (including the repair and replacement of such improvements, as necessary) at its sole cost, and Grantor shall have no liability for damage to the Facilities unless caused by Grantor's negligence or intentional misconduct. Grantor shall not be responsible for any damages suffered by Grantee in connection with the quality, quantity or interruption of sanitary sewer service to Grantee's Property, unless the cause of the disruption or damage was Grantor's gross negligence or intentional misconduct.

To the extent that the same would be inconsistent with the rights and privileges granted herein or interfere with or endanger the Facilities or the use thereof, Grantor, and Grantor's successors and assigns, agree that except for Grantor's Site Improvements no building, walls or other structures of any kind shall be installed, constructed, erected, placed planted or maintained in any portion of the Easement Area and no changes in the alignment or grading of the Easement Area will be made without prior written consent of the Grantee. Grantee shall cause a water meter and such other equipment and improvements on the Facilities as may be reasonably required to measure sanitary sewer flow from Grantee's Property. Grantee shall be billed separately by the Yucaipa Valley Water District or other appropriate public agency or utility company for all sanitary sewer use attributable to Grantee's Property.

Grantee shall use due care in the operation and maintenance of said Facilities, fixtures and appurtenances, and unless emergency repairs are necessary, shall provide written notice to Grantor at least ten (10) business days prior to accessing the Easement Area or maintaining or repairing the Facilities. Grantee's use of the Easement Area shall not (a) interfere with, and reasonable efforts will be taken to minimize disruption to, business operations on Grantor's property as described in **Exhibit "D"** attached hereto ("**Grantor's Property**"), whether such operations are those of Grantor, its tenants or occupants, or any of their successors or assigns, or (b) require the upsizing of sanitary sewer lines on Grantor's Property. The use of the easements granted herein shall be in compliance with all applicable state and federal laws, ordinances and regulations (including, without limitation, regulations concerning hazardous materials and clean water.

The Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen to do the following at Grantee's sole cost: (i) perform all activities as may be necessary to facilitate the purposes of the Easement; (ii) use, control and occupy the Easement Area non-exclusively with Grantor; (iii) have access to, ingress to, and egress from the Easement Area; and (iv) trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area. Grantee shall reimburse Grantor for its expenses associated with the construction of the Facilities and the grant of this Easement (including, without limitation, any recordation costs and reasonable attorney's fees), which reimbursement(s) shall be made no later than 10 business days after Grantor's invoice to Grantee or as may otherwise be agreed to in writing between the parties. Grantee shall thereafter be responsible for all costs associated with the use, maintenance, and repair of the Facilities and shall promptly reimburse Grantor or its successors, as applicable, within thirty (30) days of Grantor's written invoice for the same.

Grantee, and its successors and assigns, shall defend and indemnify Grantor and its successors and assigns from and against any claim, action, cost, expense or liability arising out of the easement rights created herein, including without limitation use of the Easement by Grantee, its agents or assignees, or third parties, and also including without limitation mechanic's or materialman's liens against any portion of the Easement Area or the real property of which it is a part. Grantee, and its successors and assigns, shall also provide Grantor, and its successors and assigns, evidence that Grantee maintains a general liability insurance and

worker's compensation policy covering the activities in the Easement Area and naming Grantor, its successors and assigns, as additional insureds. Such insurance shall have limits in of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Additionally Grantee shall maintain umbrella liability insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverage, which policy shall be written on an occurrence basis. The provision and limits of insurance provided herein will not be deemed to limit the indemnity obligations stated above. Upon assignment by Grantee of all rights under this Easement to a third party and assumption in writing of such obligations by that party, Grantee shall have no liability hereunder for matters occurring after the recordation of such assignment/assumption document.

The easements created herein shall automatically terminate if the Easement Area is not utilized by Grantee for a period of five (5) consecutive years or if otherwise terminated by a written and recorded document executed by Grantee.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement as of the ___ day of _____, 2022.

“GRANTOR”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGEMENT

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 ORANGE)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

“GRANTEE”

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT,
a special district of the State of California

By: _____
Name: Duane Burk
Title: General Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

[ATTACHED]

EXHIBIT "A"
LEGAL DESCRIPTION

EASEMENT AREA:

THAT PORTION OF THE NORTHEAST ONE QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE SEWER MAIN, SAID STRIP OF LAND ALSO BEING A PORTION OF PARCEL 2 OF PARCEL MAP 36564, AS RECORDED IN PARCEL MAP BOOK 252, PAGES 57 THROUGH 65, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA:

COMMENCING AT THE INTERSECTION OF ROBERTS STREET AND CHERRY VALLEY BOULEVARD AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 00°24'16" EAST, A DISTANCE OF 518.01 FEET ALONG THE CENTERLINE OF SAID ROBERTS STREET;

THENCE SOUTH 89°35'44" EAST AT RIGHT ANGLES TO SAID CENTERLINE, A DISTANCE OF 39.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROBERTS STREET, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 532.24 FEET;

THENCE NORTH 87°51'39" EAST, A DISTANCE OF 67.60 FEET;

THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 1482.17 FEET;

THENCE SOUTH 77°19'38" EAST, A DISTANCE OF 216.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 161.00 FEET, WITH AN INITIAL RADIAL BEARING OF SOUTH 85°17'49" EAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°09'06", AN ARC LENGTH OF 208.36 FEET;

THENCE SOUTH 69°26'55" EAST TANGENT TO SAID CURVE, A DISTANCE OF 54.87 FEET;

THENCE NORTH 47°01'49" EAST, A DISTANCE OF 119.74 FEET;

THENCE SOUTH 53°00'13" EAST, A DISTANCE OF 20.59 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30 AND SAID PARCEL 2;

THENCE SOUTH 00°24'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 33.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANYON WATERSHED COURT AS SHOWN ON SAID PARCEL MAP, SAID RIGHT-OF-WAY LINE ALSO BEING A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 61.00 FEET, WITH AN INITIAL RADIAL BEARING OF SOUTH 00°24'37" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°01'53", AN ARC LENGTH OF 108.63 FEET;

THENCE NORTH 69°26'55" WEST, A DISTANCE OF 108.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 181.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°35'56", AN ARC LENGTH OF 216.71 FEET;



P.O. BOX 541
650 AVENUE K
CALIMESA, CA 92320
PH: 909-795-8882

EXHIBIT "A"
LEGAL DESCRIPTION

EASEMENT AREA: (CONTINUED)

THENCE NORTH 77°19'38" WEST, A DISTANCE OF 198.14 FEET;

THENCE NORTH 89°35'44" WEST, A DISTANCE OF 1479.58 FEET;

THENCE SOUTH 87°51'39" WEST, A DISTANCE OF 67.60 FEET;

THENCE NORTH 89°35'44" WEST, A DISTANCE OF 532.69 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE FOR ROBERTS STREET;

THENCE NORTH 00°24'16" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**;

EASEMENT AREA CONTAINING 1.28 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.



P.O. BOX 541
650 AVENUE K
CALIMESA, CA 92320
PH: 909-795-8882

PREPARED UNDER MY SUPERVISION:


STEVEN H. RITCHEY
L.S. 7288 EXP. 12/31/22

6/06/22
DATE

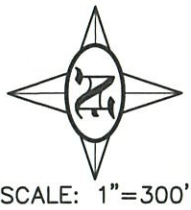


EXHIBIT "B"

DEPICTION OF EASEMENT AREA

[ATTACHED]

EXHIBIT "B" EASEMENT PLAT



SCALE: 1"=300'

EAST LINE SEC. 30

☉ CANYON
WATERSHED
COURT

N.A.P.

PARCEL 2, PM 36564
PMB 252/57-65

SEWER EASEMENT

☉ CHERRY VALLEY BOULEVARD

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	208.36'	161.00'	74°09'06"
C2	108.63'	61.00'	102°01'53"
C3	216.71'	181.00'	68°35'56"

LINE TABLE

LINE	LENGTH	BEARING
L1	518.01'	N0°24'16"E
L2	39.00'	S89°35'44"E
L3	532.24'	S89°35'44"E
L4	67.60'	N87°51'39"E
L5	1482.17'	S89°35'44"E
L6	216.82'	S77°19'38"E
L7	54.87'	S69°26'55"E
L8	119.74'	N47°01'49"E
L9	20.59'	S53°00'13"E
L10	33.65'	S0°24'37"W
L11	108.97'	N69°26'55"W
L12	198.14'	N77°19'38"W
L13	1479.58'	N89°35'44"W
L14	67.60'	S87°51'39"W
L15	532.69'	N89°35'44"W
L16	20.00'	N0°24'16"E

LEGEND:

- INDICATES PARCEL BOUNDARY
- - - INDICATES CENTERLINE
- INDICATES EXISTING LOT LINE
- - - - INDICATES EASEMENT LINE



Steven H. Ritchey 6/06/22
 STEVEN H. RITCHEY DATE
 L.S. 7288 EXP. 12/31/22



P.O. BOX 541
 650 AVENUE K
 CALIMESA, CA 92320
 PH: 909-795-8882

☉ ROBERTS STREET

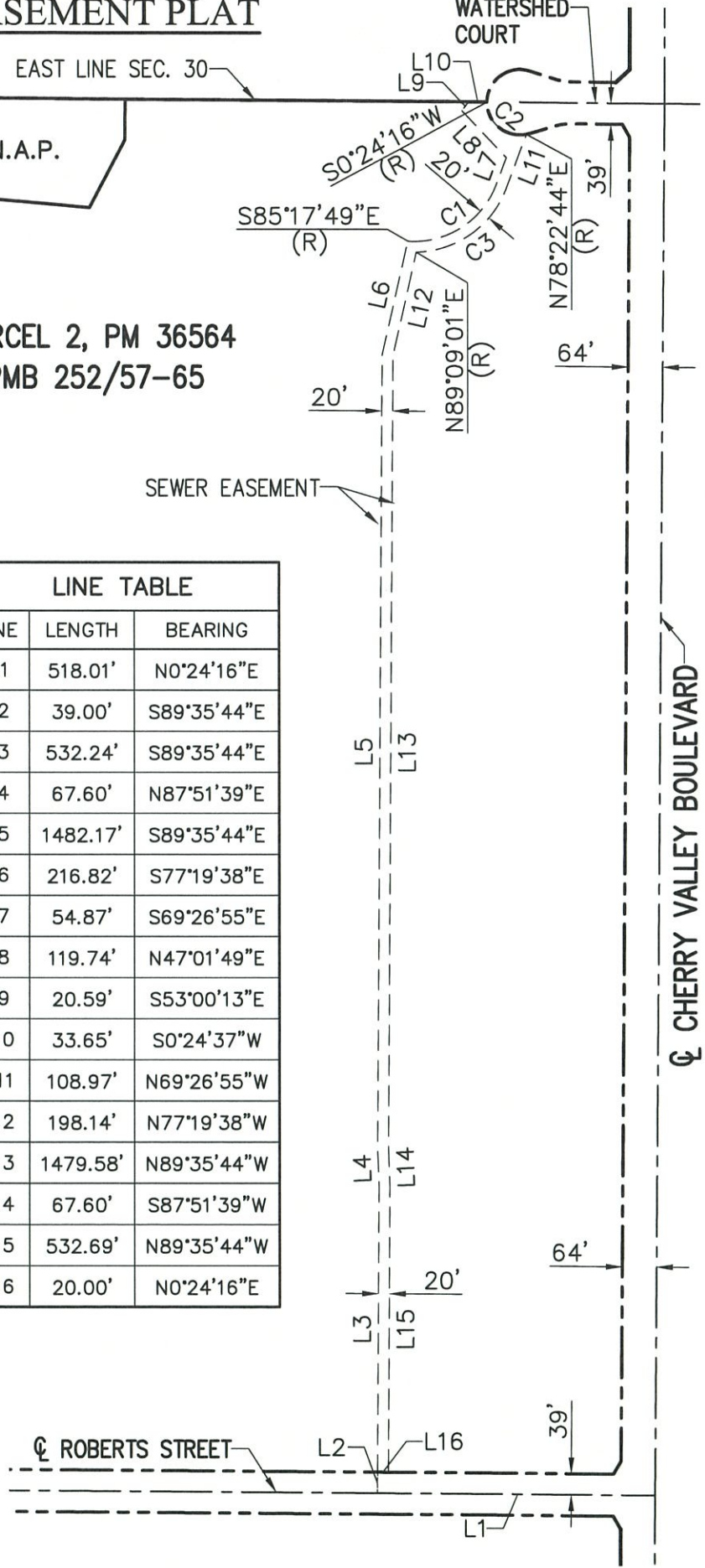


EXHIBIT "C"
GRANTEE'S PROPERTY
[ATTACHED]

LEGAL DESCRIPTIONS

PARCEL A-1: (APN: 407-200-013 AND PORTION OF APN: 407-210-001)

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THE EAST 1000 FEET OF THE SOUTH 915 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF IN CHERRY VALLEY BOULEVARD ON THE SOUTH.

PARCEL A-2: (PORTION OF APN: 407-210-001)

THE WEST 28 ACRES OF THE SOUTH 56 ACRES OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF WOODLAND AVENUE, DISTANT NORTH 89° 34' 30" EAST ALONG SAID CENTER LINE, 1374.35 FEET FROM THE 1/4 CORNER IN THE WEST LINE OF SAID SECTION 29, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID WEST 28 ACRE;

THENCE NORTH 0° 58' 15" EAST ALONG THE WESTERLY LINE OF SAID WEST 28 ACRES, 1311.10 FEET;

THENCE NORTH 52° 36' 40" EAST, 744.41 FEET TO A POINT IN THE NORTHERLY LINE OF SAID WEST 28 ACRES;

THENCE NORTH 89° 34' 30" EAST ALONG SAID NORTHERLY LINE, 116.26 FEET TO THE NORTHEAST CORNER OF SAID WEST 28 ACRES;

THENCE SOUTH 1° 23' 35" WEST 1759.23 FEET TO THE SOUTHEAST CORNER OF SAID WEST 28 ACRES IN THE CENTER LINE OF WOODLAND AVENUE;

THENCE SOUTH 89° 34' 30" WEST, 687.17 FEET TO THE POINT OF BEGINNING.

PARCEL B: (APN'S: 407-210-004 AND PORTION OF 407-200-009)

THAT PORTION OF THE WEST 28 ACRES OF THE SOUTH 56 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE

1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF WOODLAND AVENUE DISTANT NORTH 89° 34' 30" EAST, ALONG SAID CENTER LINE 1374.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 29, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID WEST 28 ACRES;

THENCE NORTH 0° 58' 15" EAST, ALONG THE WESTERLY LINE OF SAID WEST 28 ACRES, 1311.10 FEET;

THENCE NORTH 52° 36' 40" EAST, 744.41 FEET TO A POINT IN THE NORTHERLY LINE OF SAID WEST 28 ACRES;

THENCE NORTH 89° 34' 30" EAST ALONG SAID NORTHERLY LINE 116.26 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID WEST 28 ACRES;

THENCE SOUTH 1° 23' 35" WEST, 1759.23 FEET TO THE SOUTHEAST CORNER OF SAID WEST 28 ACRES, SAID POINT BEING IN THE CENTER LINE OF WOODLAND AVENUE:

THENCE SOUTH 89° 34' 30" WEST, 687.17 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE PORTION INCLUDED IN CHERRY VALLEY BOULEVARD ON THE SOUTH.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, ALSO BEING THE EAST LINE OF SAID 28 ACRES, SAID POINT BEING DISTANT NORTH 01° 23' 35" EAST, A DISTANCE OF 308.49 FEET FROM THE SOUTHWEST CORNER OF SAID EAST HALF;

THENCE NORTH 88° 36' 25" WEST, A DISTANCE OF 214.48 FEET;

THENCE NORTH 07° 37' 12" WEST, A DISTANCE OF 298.22 FEET;

THENCE NORTH 64° 36' 06" EAST, A DISTANCE OF 264.61 FEET;

THENCE SOUTH 88° 36' 25" EAST, A DISTANCE OF 25.00 FEET, TO A POINT ON SAID WEST LINE;

THENCE SOUTH 01° 23' 35" WEST ALONG SAID WEST LINE, A DISTANCE OF 413.80 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH AN EASEMENT FOR INGRESS & EGRESS AND PUBLIC UTILITY PURPOSES OVER THE EAST 25.00 FEET OF THE ABOVEDESCRIBED PROPERTY EXCEPTED THEREFROM;

ALSO RESERVING TO OURSELVES OUR SUCCESSORS AND ASSIGNS, AN EASEMENT FOR INGRESS & EGRESS AND PUBLIC UTILITY PURPOSES OVER THE SOUTH 308.49 FEET OF THE EAST 25.00 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29.

PARCEL C: (APN: 407-210-002)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, AT THE NORTHWEST CORNER OF THAT CERTAIN 28 ACRE PARCEL OF LAND GRANTED TO PAUL HYNEY AND MARY HYNEY, HIS WIFE, BY DEED RECORDED NOVEMBER 8, 1920 IN BOOK 537 PAGE 191 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID 28 ACRE PARCEL OF LAND, TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 28 ACRE PARCEL OF LAND, PROLONGED NORTHERLY, BEING ALSO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, TO A POINT ON SAID LINE, DISTANT 300 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID SECTION, SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOSEPH E. HANNON BY DEED RECORDED JANUARY 31, 1927 IN BOOK 704 PAGE 294 OF DEEDS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA;

THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID LAST DESCRIBED PARCEL, 300 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE AT A RIGHT ANGLE NORTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL, 300 FEET TO POINT ON THE NORTHERLY LINE OF SAID SECTION 29;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, TO THE POINT OF BEGINNING.

PARCEL D: (APN: 407-200-014)

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4312 AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 14, 2000 AS INSTRUMENT NO. 00-497943 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 1000 FEET OF THE SOUTH 915 FEET OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF IN CHERRY VALLEY BOULEVARD ON THE SOUTH.



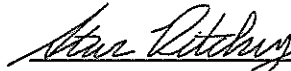
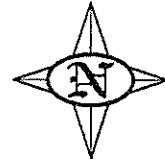
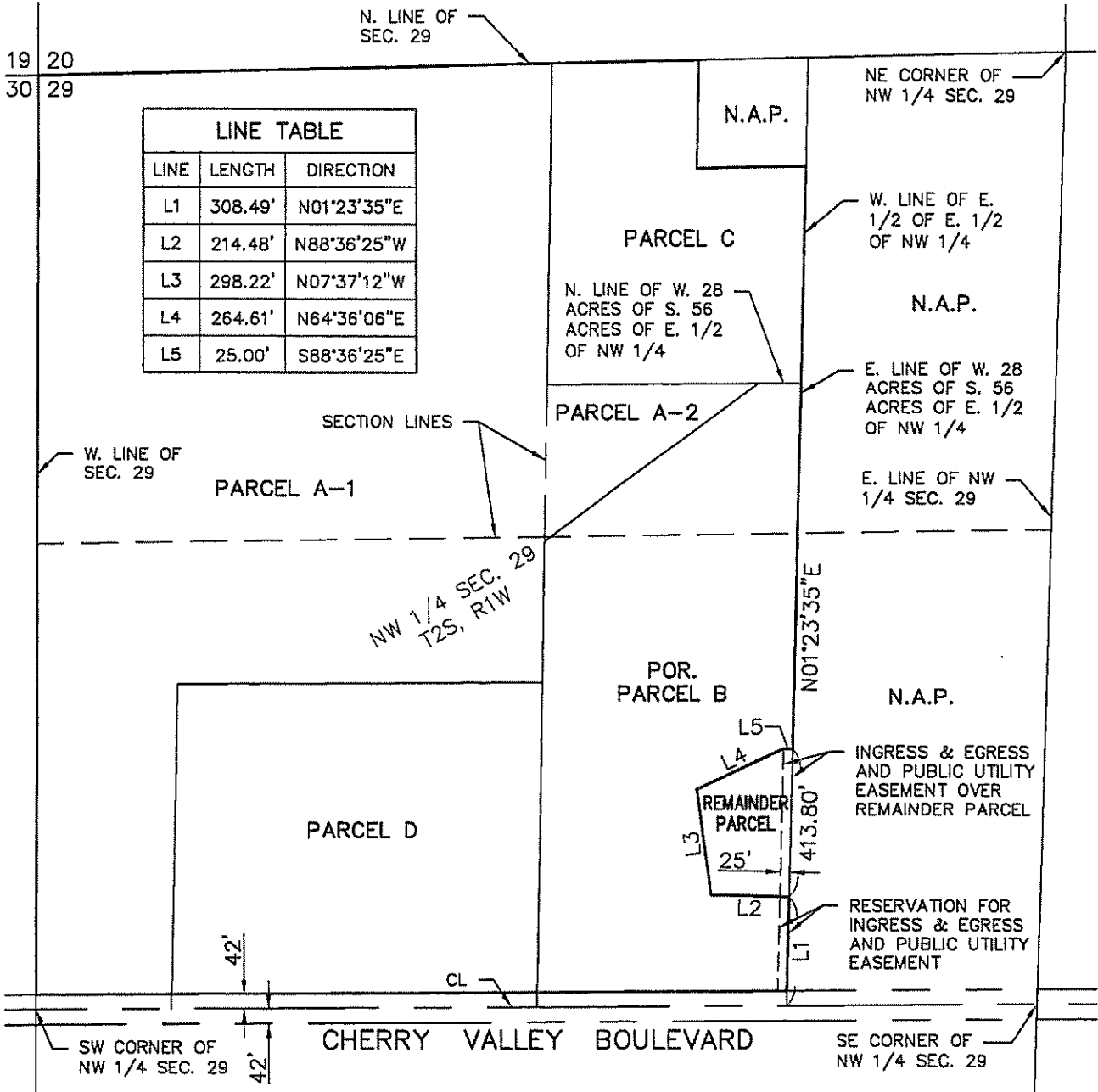

STEVEN H. RITCHEY 5/19/2022
L.S. 7288 EXP. 12/31/22 DATE

EXHIBIT "B" - PLAT

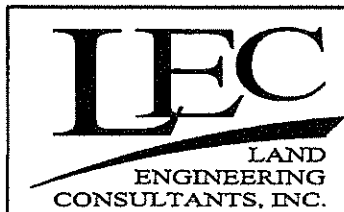


SCALE: 1"=400'



Steven H. Ritchey
 STEVEN H. RITCHEY
 P.L.S. 7288, EXP. 12/31/22

5/19/2022
 DATE



P.O. BOX 541, 650 AVENUE K
 CALIMESA, CALIFORNIA 92320
 TEL: 909-795-8882
 FAX: 909-795-8818

EXHIBIT "D"

GRANTOR'S PROPERTY

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 36564 FILED IN THE OFFICE OF THE RECORDER ON THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA AN SEPTEMBER 29, 2021, IN BOOK 252 OF MAPS PAGE(S) 57 THROUGH 65.

APN: 407-220-022

Recorded at request of and return to:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

[This instrument is for the benefit of the Beaumont-Cherry Valley Recreation & Park District, and is entitled to be recorded without fee. (Gov. Code, § 27383)]

(Space above this line reserved for Recorder's use)

APN: 407-200-011 (portion)
TRA: 056-014

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax: \$0 *“Governmental agency acquiring title. R&T 11922.”*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company (“**Grantor**”), does hereby GRANT to **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a special district of the State of California (“**Grantee**”), all that real property situated in the County of Riverside, State of California, which is described as follows (“**Property**”):

The land graphically depicted on Exhibit “A” attached hereto and described on Exhibit “B” attached hereto;

together with (i) all structures, improvements, equipment and pipelines associated with the well on the Property; (ii) all rights, privileges, and easements appurtenant to the Property, including all mineral rights, rights-of-way, easements, roadways, reservations and reversions or other appurtenances used in connection with the beneficial use of the Property, including but not limited to appurtenant water rights now associated with the Property granted in that certain Judgment entitled “San Timoteo Watershed Management Authority v. City of Banning, et. al”, Riverside County Superior Court Case No. RIC 389197 filed on February 4, 2004, adjudicating water rights in the Beaumont Basin; that certain Resolution 2006-02 (A Resolution of the Beaumont Basin Watermaster Recognizing the Designation of a Specific Amount of Overlying Water Rights to Specific Parcels) recorded on February 15, 2006 as Instrument 2006-0112028 in the Official

Records of the County of Riverside; and (iii) any existing rights, privileges and easements which are personal to the grantor and used in connection with the beneficial use of the Property, including all easements in gross and rights of way.

subject to (1) that certain *Grant of Easements (Road and Drainage Facilities)* by and between I10 Logistics Owner, LLC, a Delaware limited liability company, and TSG Cherry Valley, L.P., a Delaware limited partnership, dated as of December 31, 2020 and recorded in the Official Records on December 31, 2020 as Instrument No. 2020-0672144; and (2) all other covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record and/or apparent by inspection or survey (collectively, the “**Existing Encumbrances**”);

provided, that Grantor intends that this Grant Deed will not become effective, and this Grant Deed shall not become effective, until its recordation in the Official Records of the County.

The intent of this Grant Deed is that the Existing Encumbrances not be merged with the interests of Grantor in the Property. The Existing Encumbrances are intended to survive the conveyance from Grantor and will continue to benefit the original dominant tenement.

[Signature page attached]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2022.

“GRANTOR”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, 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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company ("**Grantor**"), on the Grant Deed dated _____ 2022, to the **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a public district of the State of California ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by _____, as adopted by the Board of Directors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

GRANTEE:

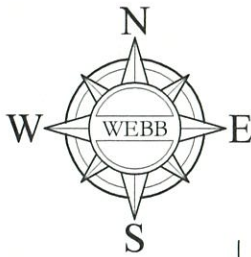
BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a special
district of the State of California

By: _____
Duane Burk
General Manager

Exhibit "A"

Graphic Depiction of Property

[Attached]



REDACTED

PARCEL 2 OF LOT LINE
ADJUSTMENT NO. 190013
REC. 9/18/2019 AS
INST. #2019-385786, O.R.

PARCEL A-1 OF GRANT DEED
INSTR. NO. 2021-0000371
REC. 1/4/2021, O.R.

APN 407-200-012

E'LY LINE
PAR. 2

APN 407-200-011

SAN GORGONIO PASS WATER
AGENCY EASEMENT
REC. 9/9/2003 AS
DOC. #2003-697347, O.R.

NW 1/4 SEC. 29

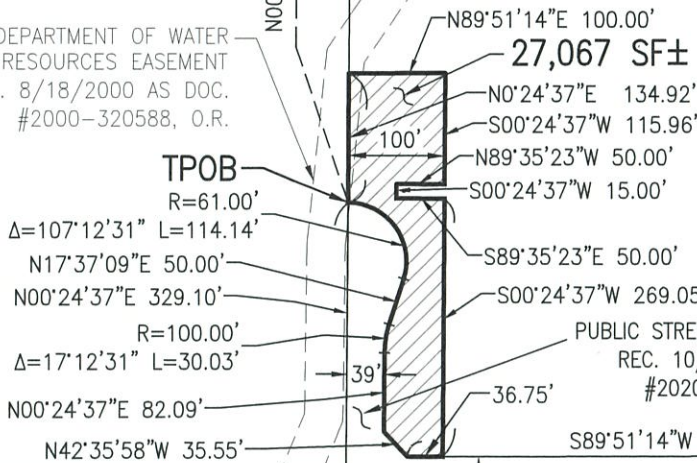
PARCEL D OF GRANT DEED
REC. 6/13/2018 AS
DOC. #2018-0238858, O.R.

DEPARTMENT OF WATER
RESOURCES EASEMENT
REC. 8/18/2000 AS DOC.
#2000-320588, O.R.



RS 66/75

DATE: 03/31/21



PUBLIC STREET & UTILITY EASEMENT
REC. 10/29/2020 AS DOC.
#2020-0499734, O.R.

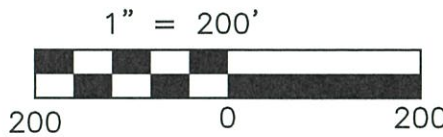
COUNTY OF
RIVERSIDE

POC
SW COR. OF THE
NW 1/4 OF SEC. 29

CHERRY VALLEY BOULEVARD

CITY OF
BEAUMONT

LA ORO ROAD



SEC. 29, T2S, R1W, S.B.M.

ALBERT A.
WEBB
ASSOCIATES

WELL SITE EXHIBIT

G:\2018\18-0060\Drawings\Mapping\Legals & Plats\Well site\18-0060-V-THOMAS WELL.dwg
3/31/2021 5:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
18-0060

SCALE: 1"=200'

DRWN BY LB
CHKD BY MJ

DATE 3/31/21
DATE 03/31/21

SUBJECT: WELL SITE EXHIBIT

Exhibit "B"

Legal Description of Property

[Attached]

**WELL SITE
LEGAL DESCRIPTION**

A PORTION OF PARCEL A-1 AS DESCRIBED BY GRANT DEED RECORDED JANUARY 4, 2021 AS DOCUMENT NO. 2021-0000371, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, LYING WITHIN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 66 OF RECORDS OF SURVEY, AT PAGE 75, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 00°24'37" EAST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 329.10 FEET FOR THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°24'37" EAST, A DISTANCE OF 134.92 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89°51'14" EAST, A DISTANCE OF 100.00 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 100.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY LINE;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.96 FEET;

THENCE NORTH 89°35'23" WEST, AT A RIGHT ANGLE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°24'37" WEST, AT A RIGHT ANGLE, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°35'23" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON SAID PARALLEL LINE DISTANT EASTERLY 100.00 FEET FROM SAID WESTERLY LINE OF THE NORTHWEST QUARTER;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 269.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHERRY VALLEY BOULEVARD AS SET FORTH IN THAT CERTAIN PUBLIC STREET AND UTILITY EASEMENT RECORDED OCTOBER 29, 2020 AS DOCUMENT NO. 2020-0499734, OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH 89°51'14" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 36.75 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PUBLIC STREET AND UTILITY EASEMENT;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 42°35'58" WEST, A DISTANCE OF 35.55 FEET;
- 2) NORTH 00°24'37" EAST, A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°12'31", AN ARC DISTANCE OF 30.03 FEET;
- 4) NORTH 17°37'09" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 61.00 FEET;
- 5) NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 107°12'31", AN ARC DISTANCE OF 114.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 27,067 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

03/31/21

DATE

PREPARED BY: LB
CHECKED BY: mg



PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

ASSESSOR'S PARCEL NUMBER
407-200-011 (portion)

SELLER/TRANSFEROR
I10 Logistics Owners, LLC

BUYER'S DAYTIME TELEPHONE NUMBER
(951) 845-9555

BUYER'S EMAIL ADDRESS
duane@bcvparks.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO	DAY	YEAR
---------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	----	-----	------

<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Are you a disabled veteran, or the unmarried surviving spouse of a disabled veteran, who, due to a service connected injury or disease, was either rated 100% disabled or compensated at 100% due to unemployability by the Department of Veterans Affairs?
---------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

MAIL PROPERTY TAX INFORMATION TO (NAME)

Beaumont-Cherry Valley Recreation & Park District

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

390 W. Oak Valley Parkway, P.O. Box 490	CITY Beaumont	STATE CA	ZIP CODE 92223
-----------------------------------------	------------------	-------------	-------------------

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
 - A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
 - *C. This is a transfer: between parent(s) and child(ren) between grandparent(s) and grandchild(ren).
 Was this the transferor/grantor's principal residence? YES NO
 - *D. This transfer is the result of a cotenant's death. Date of death _____
 - *E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled.
Within the same county? YES NO
 - *G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency. Within the same county? YES NO
 - H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
 - I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
 - K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - L. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
 - *P. This transfer is to the first purchaser of a new building containing a leased owned active solar energy system.
 - Q. Other. This transfer is to Governmental agency acquiring title. R&T 11922.

*Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
- Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- Other. Please explain: Water use agreement.
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ 0.00
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- FHA (___ Discount Points) Cal-Vet VA (___ Discount Points) Fixed rate Variable rate
- Bank/Savings & Loan/Credit Union Loan carried by seller
- Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
- Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
- Direct from seller From a family member-Relationship _____
- Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
- Single-family residence Co-op/Own-your-own Manufactured home
- Multiple-family residence. Number of units: _____ Condominium Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- Water well site.
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
- If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
- Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE (951) 845-9555
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Duane Burk	TITLE General Manager	EMAIL ADDRESS duane@bcvparks.com

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C: If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.