REAL PROPERTY DONATION AGREEMENT

This REAL PROPERTY DONATION AGREEMENT ("Agreement") is entered into as of the date the last of the parties executes this Agreement ("Effective Date"), between SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT ("DONEE"), a California fire protection district, and Gerald Nelson Pharris and Lynn Terese Koleto Pharris, as Trustees of the Gerald Nelson Pharris and Lynn Terese Koleto Pharris 1988 Family Declaration of Trust dated November 7, 1988; Ronald W. Pharris and Nancy Rodgers Pharris, as Trustees of the Ronald W. Pharris and Nancy Rodgers Pharris 1988 Family Declaration of Trust dated December 19, 1988; and Patrica Ann Pharris, as Trustee of the Chlell Lawrence Pharris Jr. and Patricia Ann Pharris 1988 Family Declaration of Trust dated December 29, 1988 (the "DONORS").

RECITALS

- A. The DONORS are, or will become prior to the Closing, the sole owners of the fee simple interest in that certain real property, comprising a total of approximately 3.72 acres of vacant land, located in the unincorporated area of San Bernardino County, State of California (portion of Assessor's Parcel Number 0239-054-15-0000), near the Rosena Ranch community, and more particularly described in the legal description and plat map attached hereto as Exhibit "A" and Exhibit "B" (the "Property").
- B. The DONORS desire to voluntarily donate and convey the fee simple interest for the Property to the DONEE at no cost to the DONEE on the terms and conditions as more specifically set forth in the Agreement.
- C. The DONEE desires to accept the donation of the Property from the DONORS on the terms and conditions as more specifically set forth in the Agreement.
- D. The DONEE may accept the donation of this Property pursuant to Health and Safety Code Section 13861(b), Government Code Section 25355 and County Policy No. 06-01.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DONEE and DONORS agree as follows:

1. DONATION AND CONVEYANCE OF THE PROPERTY.

Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the DONORS agree to donate to DONEE, and DONEE agrees to accept from the DONORS, the donation of the Property as described in Exhibit "A" and depicted in "B" attached hereto at no cost to the DONEE.

2. CLOSING.

2.1 <u>Closing Date</u>. The Closing Date shall occur as soon as reasonably practicable, but

in no event later than the date that is thirty (30) calendar days following the Effective Date ("Closing Date"). The term "Closing" shall mean the consummation of the transaction contemplated by this Agreement, including DONORS' conveyance of the Property to DONEE.

- 2.2 <u>Deliveries by DONORS</u>. On or before 12:00 noon Pacific Time on the business day preceding the Closing Date, DONORS shall deliver to Commonwealth Land Title at 4400 MacArthur Blvd., Suite 800 Newport Beach, CA 92660, Attn: David Noble (the "Title Company": (i) the Grant Deed in substantially the form attached hereto as Exhibit "C" ("Grant Deed"), executed and acknowledged by DONORS, and (ii) all other documents reasonably required to effectuate Closing pursuant to this Agreement. In addition, on or prior to the delivery of the Grant Deed to the Title Company, DONORS shall cause to be delivered to the Title Company a quitclaim deed or a grant deed (the "Preceding Deed") conveying fee title to the Property to DONORS in a form sufficient. and executed by the entities required, to allow the Title Company to issue a CLTA or ALTA title policy as contemplated by Section 2.8.2(b) below to DONEE upon recordation of the Preceding Deed and the Grant Deed. The Title Company agrees on the Closing Date to record the Preceding Date first, and then to record the Grant Deed. By executing the acceptance by Title Company to this Agreement, the Title Company agrees to serve as the title company pursuant to this Agreement.
- 2.3 <u>Deliveries by DONEE</u>. On or before 12:00 noon Pacific Time on the business day preceding the Closing Date, DONEE shall deliver to the Title Company: (i) the certificate of acceptance affixed to the Grant Deed, duly executed and acknowledged by DONEE, and (ii) all other documents reasonably required to effectuate Closing pursuant to this Agreement.
- 2.4 <u>Closing and Recording</u>. On the Closing Date and provided all of DONEE'S Conditions to Closing set forth in this Agreement have been satisfied or waived in writing by the DONEE, the Title Company shall cause the Preceding Deed, and, thereafter, the Grant Deed, to each be recorded with the Recorder's Office in San Bernardino County, in that order.
- 2.5 <u>Taxes</u>. Real property taxes will not be prorated between DONORS and DONEE. Upon recordation of the Grant Deed, DONEE will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986 and will otherwise reasonably assist DONORS in connection with DONORS' attempts to receive a refund of any real property taxes assessed against the Property from the period from and after recordation of the Grant Deed and previously paid by DONORS or their predecessors. If current taxes have not yet been paid as of the Closing Date, then at Closing DONORS shall pay the full amount of the installment applicable to the period in which the Closing occurs (i.e. for the first half or the second half of the current tax year, as applicable). The obligations of DONEE pursuant to this Section shall survive the Closing Date.
- 2.6 <u>Payment of Costs.</u> DONORS agree to pay the recording fee for the Preceding Deed. DONEE agrees to pay the recording fees for the Grant Deed. DONORS and DONEE shall each be responsible for their respective attorneys' fees and costs for this Agreement.
- 2.7 <u>Information Report</u>. DONORS and DONEE agree to cooperate with each other and with the Title Company in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099, and/or Internal Revenue

-2-

Service Form 8283, as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. DONORS and DONEE also agree that DONORS and DONEE, their respective employees and attorneys, and the Title Company and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither DONORS nor DONEE shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

2.8 Conditions to Close.

2.8.1 Reserved.

2.8.2 <u>Conditions to DONEE'S Obligations</u>. In addition to any other condition set forth in this Agreement in favor of DONEE, DONEE shall have the right to condition its obligation to accept the donation of the Property and proceed with the Closing upon the satisfaction, or written waiver by DONEE, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Donee Conditions to Closing**"):

(a) Reserved.

- Title Policy. The Title Company is unconditionally and (b) irrevocably committed to issue to DONEE at Closing a CLTA standard coverage owner's title policy, or, upon DONEE'S request, an ALTA extended coverage owner's policy of title insurance (provided DONEE shall be responsible for any survey costs associated therewith and DONEE must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) business days prior to the Closing Date and DONEE shall be responsible for all costs of any such title policy – whether standard coverage or extended coverage), insuring DONEE'S title to the Property in the amount of Eight Million Two Hundred Ten Thousand Dollars and 00/100 Dollars (\$8,210,000.00), subject only to the following (collectively, the "Approved Title Exceptions"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes and assessments not yet due and payable; (iii) matters created by, through or under DONEE; (iv) items disclosed by the Survey or, if DONEE fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any matters disclosed by the title policy that neither DONORS nor the Title Company has agreed to remove from title or insure over ("Title Policy"). If endorsements are required to cure defects in title and DONORS have agreed to provide such endorsements as a means of curing such title defects, then DONORS shall pay for such endorsements.
- (c) *Condition*. The Property shall be in substantially the same physical condition on the date of Closing as existed on the Effective Date. DONORS shall deliver full possession of the Property to DONORS but shall remove all personal property, trash and debris from the Property prior to the date of Closing.
 - (d) Representations and Warranties. All representations and

warranties made by DONORS in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

- (e) *No Default*. DONORS shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).
- (f) Delivery of Documents & Funds. DONORS shall have timely executed and deposited with the Title Company the Preceding Deed, the Grant Deed, and all other title and closing documents reasonably required by the Title Company to be submitted by DONORS in order to accomplish the Closing for the Property.
- 2.8.3 <u>Satisfaction of Conditions</u>. Where satisfaction of any of the foregoing conditions requires action by DONEE or DONORS, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.
- 2.8.4 <u>Waiver</u>. DONEE may at any time or times, at its election, waive any of the Donee Conditions to Closing set forth in Section 2.8.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONEE and delivered to DONORS.
- 2.8.5 <u>Termination</u>. In the event that each of the Donee Conditions to Closing set forth in Section 2.8.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONEE pursuant to Section 2.8.4, DONEE may at its option terminate this Agreement, provided that if DONORS are in default under this Agreement such termination under this Agreement shall not release DONORS from liability for such default.

3. REPRESENTATIONS AND WARRANTIES.

- 3.1 <u>DONORS' Representations and Warranties</u>. DONORS hereby make the following representations and warranties to DONEE as of the Effective Date, each of which is material and relied upon by DONEE in making its determination to enter into this Agreement and shall survive Closing for a period of three (3) months:
 - (a) DONORS' execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which DONORS is a party or by which it is bound.
 - (b) To the DONORS' actual knowledge without any duty of investigation or inquiry, there are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.
 - (c) DONORS have not received any notices and has no actual knowledge, without any duty if investigation or inquiry, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.
 - (d) DONORS have the right to donate the Property without the consent of any other person or entity.

4. RESERVED.

5. DEFAULTS.

- 5.1 <u>Institution of Legal Actions</u>. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.
- 5.2 <u>Rights and Remedies are Cumulative</u>. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 5.3 <u>Inaction Not a Waiver of Default</u>. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6. <u>MISCELLANEOUS</u>.

6.1 <u>Notices</u>. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To DONEE: San Bernardino County Fire

Protection District

Real Estate Services Department Attn: Terry Thompson, Director 385 N. Arrowhead Avenue, 3rd Floor San Bernardino, CA 92415-0180

To DONORS: Gerald Nelson Pharris and Lynn

Terese Koleto Pharris, as Trustees of the Gerald Nelson Pharris and Lynn Terese Koleto Pharris 1988 Family Declaration of Trust dated November

7, 1988

2050 Main Street Suite 250

Irvine, CA 92614

and

Ronald W. Pharris and Nancy Rodgers Pharris, as Trustees of the Ronald W. Pharris and Nancy Rodgers Pharris 1988 Family Declaration of Trust dated December 19, 1988 2050 Main Street Suite 250 Irvine, CA 92614

and

Patrica Ann Pharris, as Trustee of the Chlell Lawrence Pharris Jr. and Patricia Ann Pharris 1988 Family Declaration of Trust dated December 29, 1988 2050 Main Street Suite 250 Irvine, CA 92614 Attn: Ronald Pharris, Gerald Pharris, and Patricia Pharris

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if delivered if by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt as disclosed on the return receipt if by mail. The parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

- 6.2 <u>Relationship Between DONORS and DONEE</u>. It is hereby acknowledged that the relationship between DONORS and DONEE are not that of a partnership or joint venture and that DONORS and DONEE shall not be deemed or construed for any purpose to be the agent of the other.
- 6.3 <u>Attorneys' Fees.</u> If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 6.10 ("Real Estate Brokerage Commission").
- 6.4 <u>Successors and Assigns: Assignment</u>. This Agreement shall bind and inure to the benefit of DONORS and DONEE and their respective successors and permitted assigns.
- 6.5 <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by DONORS and DONEE.

- 6.6 Prohibited Persons and Transactions. DONEE represents to DONORS that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.
- 6.7 <u>Computation of Time</u>. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.
- 6.8 <u>Interpretation; Governing Law.</u> This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.
- 6.9 <u>Severability</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.
- 6.10 <u>Real Estate Brokerage Commission</u>. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.
- 6.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. The parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
- 6.12 Campaign Contribution Disclosure (SB 1439). DONORS have disclosed to the DONEE using Exhibit "D" Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the DONEE's Board of Directors, the Board of Supervisors of San Bernardino County ("County") or other County elected

officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of DONORS' proposal to the DONEE, or (2) 12 months before the date this Agreement was approved by the DONEE's Board of Directors. DONORS acknowledge that under Government Code section 84308, DONORS are prohibited from making campaign contributions of more than \$250 to any member of the DONEE's Board of Directors, the County's Board of Supervisors or other County elected officer for 12 months after the DONEE's consideration of the contract. In the event of a proposed amendment of this Agreement, the DONORS will provide the DONEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the DONEE's Board of Directors, the County's Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the DONORS or by a parent, subsidiary or otherwise related business entity of DONORS.

6.13 <u>Exhibits</u>. Exhibits "A", "B", "C", and "D" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

Exhibit "A" Legal Description of Property

Exhibit "B" Plat Map Exhibit "C" Grant Deed

Exhibit "D" Campaign Contribution Disclosure

7. BOARD OF DIRECTORS' APPROVAL

This Agreement is subject to, and shall have no force or effect until and unless first approved by the governing body of San Bernardino County Fire Protection District.

[Signatures on next page]

IN WITNESS WHEREOF, DONORS and DONEE have entered into this Agreement as of the date first set forth above.

| DONEE: | DONOR: |
|--|--|
| SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT | Gerald Nelson Pharris and Lynn Terese Koleto Pharris, as Trustees of the Gerald Nelson Pharris and Lynn Terese Koleto Pharris 1988 Family Declaration of Trus |
| By: Dawn Rowe Chair, Board of Directors | dated November 7, 1988 |
| Date: | By: Gerald Nelson Pharris, Trustee |
| SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD | By: Lynn Terese Koleto Pharris, Trustee Date: |
| LYNNA MONELL, | |
| Secretary of the Board of Directors By: Deputy | Ronald W. Pharris and Nancy Rodgers Pharris, as Trustees of the Ronald W. Pharris and Nancy Rodgers Pharris 1988 Family Declaration of Trust dated |
| Date: | December 19, 1988 |
| APPROVED AS TO LEGAL FORM: TOM BUNTON, County Counsel San Bernardino County, California | By: Ronald W. Pharris, Trustee |
| Bernardino County, Camorina | By: Nancy Rodgers Pharris, Trustee |
| By:Agnes Cheng, Deputy County Counsel | Date: |
| Date: | Patricia Ann Pharris, as Trustee of the Chlell Lawrence Pharris Jr. and Patricia Ann Pharris 1988 Family Declaration of Trust dated December 29, 1988 |
| | By: Patricia Ann Pharris, Trustee |
| | Date: |

ACCEPTANCE BY TITLE COMPANY

| The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing |
|---|
| Real Property Donation Agreement and agrees to act as title company thereunder and to be bound by and |
| perform the terms thereof as such terms apply to the title company. |
| |
| |
| |

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 10 OF THE MAP OF THE SEMI-TROPIC LAND AND WATER COMPANY, TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M. RECORDED ON BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LYTLE CREEK ROAD AS IT NOW EXISTS WITH THE CENTERLINE OF GLEN HELEN PARKWAY PER DOCUMENT NO. 2006-0336279 OFFICIAL RECORDS OF SAID COUNTY:

THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF GLEN HELEN PARKWAY, NORTH 61°32′34″ EAST, 206.21 FEET TO A LINE THAT IS 35.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF A 150.00 FEET WIDE EASEMENT TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT PER QUIT CLAIM DEED RECORDED JUNE 26, 1946 IN BOOK 1882, PAGE 152, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, SOUTH 59°26'34" EAST, 451.01 FEET TO THE NORTHWESTERLY LINE OF PARCEL 1 OF GRANT DEED RECORDED AUGUST 28, 1974 IN BOOK 8504, PAGE 252, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, SOUTH 26°23'50" WEST, 154.01 FEET TO AN ANGLE POINT;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, SOUTH 66°06'21" WEST, 349.30 FEET TO SAID CENTERLINE OF LYTLE CREEK ROAD;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE, NORTH 23°53'39" WEST, 448.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 162,052 S.F., 3,720 AC., MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD, IF ANY.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION

ROBERT JOHN DAWSON, P.L.S.

DATE

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ROBERT JOHN

OF CAL

DAWSON NO. 6932

Page 1 of 1

6-18-24

EXHIBIT "B"

PLAT MAP

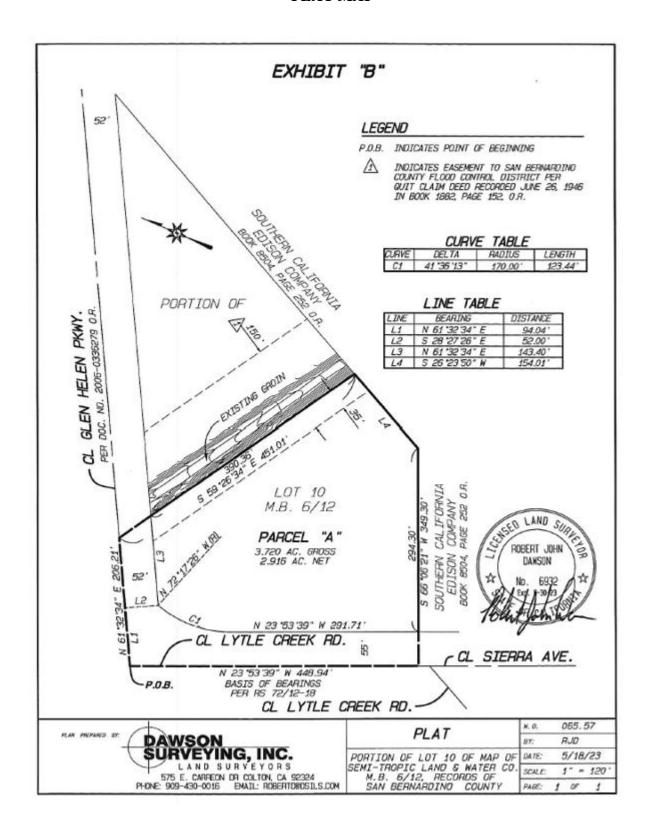


EXHIBIT "C"

| RECORDING REQUESTED BY: San Bernardino County Fire Protection Real Estate Services Department 385 N. Arrowhead Ave., 3 rd Floor San Bernardino, CA 92415-0180 | n District | |
|--|---------------------------|-------------------|
| WHEN RECORDED MAIL TO: Same as above | | |
| RECORDER: EXEMPT: This instrument is for the benefit of Bernardino County Fire Protection Distrentitled to be recorded without fee subject Code 27383 and 6103, and Rev. & Tax Co. | ict and is et to Govt. | |
| A.P.N: 0239-054-15 (portion) | GRANT DEED | Dept. Code: 11200 |
| The undersigned grantor(s) declare(s): DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922 computed on full value of property conveyed, or computed on full value less liens and encumbrances remaining at the time of sale Unincorporated Area | | |

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gerald Nelson Pharris and Lynn Terese Koleto Pharris, as Trustees of the Gerald Nelson Pharris and Lynn Terese Koleto Pharris 1988 Family Declaration of Trust dated November 7, 1988; Ronald W. Pharris and Nancy Rodgers Pharris, as Trustees of the Ronald W. Pharris and Nancy Rodgers Pharris 1988 Family Declaration of Trust dated December 19, 1988; and Patrica Ann Pharris, as Trustee of the Chlell Lawrence Pharris Jr. and Patricia Ann Pharris 1988 Family Declaration of Trust dated December 29, 1988, each as tenants in common as to a 1/3 interest (collectively, "Grantor"), hereby grant to SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California Fire Protection District, the following real property in the unincorporated area of San Bernardino County, State of California:

SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO:

- Current real property taxes and all unpaid general and special bonds or assessments.
- All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

"GRANTOR"

| Gerald Nelson Pharris and Lynn Terese Koleto Pharris as Trustees of the Gerald Nelson Pharris and Lynn Terese Koleto Pharris 1988 Family Declaration of Trus dated November 7, 1988 | | |
|--|---|--|
| Ву: | Gerald Nelson Pharris, Trustee | |
| Ву: | Lynn Terese Koleto Pharris, Trustee | |
| Trustees Pharris | W. Pharris and Nancy Rodgers Pharris, as of the Ronald W. Pharris and Nancy Rodgers 1988 Family Declaration of Trust dated er 19, 1988 | |
| By: | Ronald W. Pharris, Trustee | |
| Ву: | Nancy Rodgers Pharris, Trustee | |
| Pharris | Ann Pharris, as Trustee of the Chlell Lawrence Jr. and Patricia Ann Pharris 1988 Family ion of Trust dated December 29, 1988 | |
| By: | | |

Patricia Ann Pharris, Trustee

| State of California San Bernardino County | | |
|--|--|---|
| On | before me (insert name a | , Notary Public and title of the officer) |
| subscribed to the within his/her/their authorized person(s), or the entity u | the basis of satisfactory evidence in instrument and acknowledged to capacity(ies), and that by his/h upon behalf of which the person(s TY OF PERJURY under the laws | e to be the person(s) whose name(s) is/are o me that he/she/they executed the same in er/their signature(s) on the instrument the s) acted, executed the instrument. of the State of California that the foregoing |
| WITNESS my hand and | l official seal. | |
| Signature | (Seal' |) |

| State of California San Bernardino County | | |
|--|---|--|
| On | before me(insert name | . Notary Public_ and title of the officer) |
| subscribed to the within his/her/their authorized person(s), or the entity t | the basis of satisfactory evidence in instrument and acknowledged to capacity(ies), and that by his/hapon behalf of which the person(TY OF PERJURY under the laws | e to be the person(s) whose name(s) is/are to me that he/she/they executed the same in ner/their signature(s) on the instrument the s) acted, executed the instrument. |
| WITNESS my hand and | l official seal. | |
| Signature | (Seal | |

| State of California | | |
|--|--|---|
| San Bernardino County | | |
| On | before me (insert name | . Notary Public_ e and title of the officer) |
| subscribed to the within his/her/their authorized | instrument and acknowledged capacity(ies), and that by his | to me that he/she/they executed the same in her/their signature(s) on the instrument the h(s) acted, executed the instrument. |
| I certify under PENALT paragraph is true and co | | vs of the State of California that the foregoing |
| WITNESS my hand and | official seal. | |
| Signature | (Sea | aD |

| State of California | | |
|--|--|---|
| San Bernardino County | | |
| On | before me (insert name | . Notary Public_ e and title of the officer) |
| subscribed to the within his/her/their authorized | instrument and acknowledged capacity(ies), and that by his | to me that he/she/they executed the same in her/their signature(s) on the instrument the h(s) acted, executed the instrument. |
| I certify under PENALT paragraph is true and co | | vs of the State of California that the foregoing |
| WITNESS my hand and | official seal. | |
| Signature | (Sea | aD |

| State of California | | |
|--|--|---|
| San Bernardino County | | |
| On | before me (insert name | . Notary Public_ e and title of the officer) |
| subscribed to the within his/her/their authorized | instrument and acknowledged capacity(ies), and that by his | to me that he/she/they executed the same in her/their signature(s) on the instrument the h(s) acted, executed the instrument. |
| I certify under PENALT paragraph is true and co | | vs of the State of California that the foregoing |
| WITNESS my hand and | official seal. | |
| Signature | (Sea | aD |



SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CERTIFICATE OF ACCEPTANCE

APN: 0239-054-15 (ptn)

This is to certify that the interest in real property conveyed by the within instrument to the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California Fire Protection District ("Grantee"), is hereby accepted by the undersigned officer and agent of Grantee and the Grantee consents to the recording of the Grant Deed.

| Dated: | | |
|--------|---------------------------------|--|
| | | |
| | | |
| By: | | |
| | Terry W. Thompson, Director | |
| | Real Estate Services Department | |

EXHIBIT "D"



Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

<u>Parent-Subsidiary Relationship:</u> A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Donor must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

| 2. | Name of Donor: Ronald W. Is the entity listed in Question No. | der Internal Revenue Code section 501(c)(3 | |
|----|--|--|--|
| | Yes ☐ If yes, skip Question No | s. 3 - 4 and go to Question No. | 5. |
| 3. | Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: | | |
| 4. | . If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): | | |
| 5. | Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definition above): | | |
| | Company Name | | Relationship |
| 6. | Name of agent(s) of Donor: | | pc pc |
| | Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
| | No. of Colombia (Colombia) | | at will be providing services/work under t |
| 7. | awarded contract if the subcontra | | matter and (2) has a financial interest in t |
| 7. | awarded contract if the subcontra | | |
| 7. | awarded contract if the subcontract decision and (3) will be possibly in Company Name Name of any known individuals/co | Subcontractor(s): mpanies who are not listed in Q | matter and (2) has a financial interest in t County or board governed special district: |

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| Was a campaign contribution, of more than \$250, made to of Supervisors or other County elected officer within the plisted in Question Nos. 1-8? | any member of the San Bernardino County Board rior 12 months, by any of the individuals or entities | |
|--|--|--|
| No If no, please skip Question No. 10. Yes | $\hfill \square$ If yes, please continue to complete this form. | |
| 10. Name of Board of Supervisor Member or other County elec | ted officer: | |
| Name of Contributor: | | |
| Date(s) of Contribution(s): | | |
| Amount(s): | | |
| Please add an additional sheet(s) to identify additional Board Member made campaign contributions. | 's or other County elected officers to whom anyone listed | |
| By signing below, Donor certifies that the statements made herein are true and correct. Donor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is grade by the County. | | |
| Print Name | Print Entity Name, if applicable | |
| | тип спису гчапте, п аррисавте | |