## ATTACHMENT "3" CAMPAIGN CONTRIBUTION DISCLOSURE

SENATE BILL 1439

## **DEFINITIONS**

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

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee's 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:

- (1) 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.

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

1. Nam	ne of Grantor: Cepole	Poris S. Daerry	
2. Is th	e entity listed in Question No. 1	a non-profit organization under	Internal Revenue Code section 501(c)(3)?
No			
mat	ter <u>and</u> has a financial interest ir	n the decision:	No. 1, <u>if</u> the individual actively supports the
trad	ed ("closed corporation"), identif	ry the major shareholder(s):	or less shareholders, and not publicly
5. Nan abo		otherwise related entity for the e	ntity listed in Question No. 1 (see definitions
	Company Name		Relationship
6. Nar	me of agent(s) of Grantor:		
	Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	tor (1) cotivoly supports the H	t will be providing services/work under the natter and (2) has a financial interest in the County or board governed special district:
ded	Company Name	Subcontractor(s):	Principal and/or Agent(s):

	nd (2) have a financial interest in the outcome of the decision:  Individual(s) Name
Company Name	
of Supervisors or other County elected officer listed in Question Nos. 1-8?	50, made to any member of the San Bernardino County Board within the prior 12 months, by any of the individuals or entities  Yes   If yes, please continue to complete this form.
10. Name of Board of Supervisor Member or other	County elected officer:
Name of Contributor:	
Date(s) of Contribution(s):	
Amount(s):	
Please add an additional sheet(s) to identify additional Emade campaign contributions.	Board Members or other County elected officers to whom anyone listed
the individuals and entities listed in Question Nos.	ents made herein are true and correct. Grantor understands that 1-8 are prohibited from making campaign contributions of more sors or other County elected officer while this matter is pending the County.
lecon	16-11-24
Signature Potavio L. Data Ay	Date
Print Name	Print Entity Name, if applicable

## STATEMENT OF JUST COMPENSATION

**OWNER**: Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001

APN: 0655-232-01 (portion)

**ZONING**: RC – Resource Conservation

HIGHEST AND BEST USE: (As if vacant) hold for residential development / (As improved) not

applicable

## DATE OF VALUATION:

In compliance with Chapter 16, Section 7260 (et seq) of Division 7, Title 1 of Government Code and based on a recent waiver valuation, which is a permitted administrative valuation process for low-value/non-complex acquisitions, qualified San Bernardino County (County) personnel, following an inspection of the easement area, has determined that just compensation for the temporary construction easement interest and rights to be granted to the County has the following fair market value:

Temporary Construction Easement:

\$500

## AMOUNT ESTABLISHED AS JUST COMPENSATION

\$500

Type of property being acquired:

Land (X) Improvements ( ) Fixtures

Interest being acquired by:

Fee ( ) Easement ( Temporary Construction Easement (X )

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement for which the easement interest is to be acquired or by the likelihood that the temporary construction easement interest would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

**NOTE:** Your signature below does not indicate acceptance of this offer, but only the receipt of this Statement of Just Compensation.

GRANTOR: Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001

Bv:

Apolonio L. Dalnay, Co-Trustee

Maria B. Dalnay, Co-Trustee

#### **ACQUISITION AGREEMENT**

This ACQUISITION AGREEMENT ("Agreement") is made by and between Cadiz Inc., a Delaware corporation ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this Agreement.

### **RECITALS**

- A. Grantor is the fee owner of certain real property described as vacant land on National Trails Hwy, Amboy, CA 92304, County of San Bernardino, commonly identified as APN 0558-151-15 ("Grantor's Property").
- B. Grantee intends to complete a public project known as the National Trails Highway at 10 Bridges Project ("Project"), which generally consists of replacing certain bridge(s).
- C. To complete the Project, the Grantee seeks to acquire, and Grantor is willing to grant and convey to the Grantee a temporary construction easement ("TCE") over a portion of the Grantor's Property ("TCE Area") as the area is legally described and depicted in the plat map on Attachment "1," attached hereto ("TCE Area").
- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract are required to, and shall comply with all elements of Title VI of the Civil Rights Act of 1964.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to execute a TCE in substantially the form attached as Attachment "2", attached hereto, to grant a TCE in, on, over, under, and across the TCE Area to Grantee for use by Grantee and its employees, agents, contractors, and consultants and assigns simultaneous with its execution of this Agreement for a period to commence on May 1, 2025 and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027.
- 2. GRANTEE agrees to pay GRANTOR for said TCE and rights thereto the total sum of \$500.00 (FIVE HUNDRED AND NO 00/100THS DOLLARS) ("Compensation"), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: i) Grantor's execution of the Agreement and the TCE, and ii) approval of the acquisition and form of TCE by the GRANTEE's Board of Supervisors and execution of the Agreement by the GRANTEE's authorized signatory. In the event GRANTEE does not complete construction of the Project during the initial term of the TCE, the parties may amend this Agreement by mutual written agreement to provide for GRANTOR's grant of a new TCE for an extended term.

3. Amount Established as Just Compensation ("Compensation")

Value of two-year Temporary Construction Easement (59,851 sq. ft.): = \$500.00

Subtotal = \$500.00

## AMOUNT ESTABLISHED AS JUST COMPENSATION:

= \$500.00

- 4. GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the TCE Area held by any tenant of GRANTOR for a period exceeding one month.
- 5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the TCE and the rights therein, all encumbrances and special assessments that are a lien against the TCE Area, as GRANTEE may require.
- 6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the TCE Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the Compensation hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the TCE Area as their respective interests may appear; and GRANTOR agrees that the said Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the TCE and the right to use the TCE Area.
- 7. Reserved.
- 8. GRANTEE agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the GRANTEE, to pay the premium charged therefore.
- 9. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Grantor's Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Grantor's Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Grantor's Property, which may have occurred prior to GRANTOR taking title to the Grantor's Property.

The Just Compensation of the TCE acquired in this transaction reflects the fair market value of the TCE Area without the presence of a hazardous substance condition. If the TCE Area being acquired is found to be contaminated by the presence of a hazardous substance condition which requires remediation, mitigation, or cleanup under Federal or State law, GRANTEE may elect to recover its remediation, mitigation, and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE, but only to the extent necessary (GRANTOR may reserve equal or greater rights), any rights to require/recover remediation, mitigation, or cleanup costs it may have against any person or entity, including but not limited to GRANTOR, who may have caused or contributed to such contamination.

- 10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the TCE Area by GRANTEE or its employees, agents, contractors and consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence on the commencement date stated in the TCE, provided that the amount of funds as specified in paragraph 2 are paid to the Grantor(s). The amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date. It is further understood and agreed that the amount payable in Paragraph 2 herein includes compensation in full for the actual possession and use of the TCE Area for the period commencing on July 1, 2025 and terminating on the earlier of the Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to GRANTOR.
- 11. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the GRANTOR.
- 12. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

To GRANTOR:

Cadiz Inc., a Delaware corporation 550 S Hope Street, Suite 2850 Los Angeles CA, 90071

To GRANTEE:

San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor
San Bernardino, CA 92415-0180
Courtesy copy via email at:
brandon.ocasio@res.sbcounty.gov

13. POLITICAL CONTRIBUTIONS: GRANTOR has disclosed to the GRANTEE using Exhibit "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors 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 GRANTOR's proposal to the GRANTEE, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE'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 GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.

- 14. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE, has made any representation or promise with respect to the acquisition of the TCE or this Agreement not expressly contained herein.
- 15. The acquisition of the TCE is subject to approval by the GRANTEE's Board of Supervisors and shall require prior to the execution of this Agreement by the Grantee's authorized signatory. Until such time, that said approval has been obtained and the Agreement has been signed by the GRANTEE's authorized signature, this Agreement and the TCE shall have no legal effect.

GRAN	OR: Cadiz Inc., a Delaware corporation		
	$\bigcap$		
	VA 6 / / /		
	AL 15	11/5/2024	
Ву: 🡤		Pote	-
		Date	
	Cfol		
Title: _			
GRAN	TEE: San Bernardino County		
Ву:			
	Terry W. Thompson, Director,	Date	
	Real Estate Services Department		

## ATTACHMENT "1"

## Legal Description and Plat Map for TCE #2

(see following pages)



T6N, R13E, SEC 33 S.B.M. National Trails Highway @ Larissa Ditch Right-of-Way Acquisition H14916 - TCE-2 APN 0558-151-15

# EXHIBIT "A" TEMPORARY CONSTRUCTION EASEMENT

That portion of a parcel, said parcel described as:

THAT PORTION OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 13 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE STATE HIGHWAY.

Said portion described as follows:

## Parcel "A" (National Trails Highway)

Commencing at the northwesterly corner of said parcel, said point also being a point on the southerly right-of-way line of National Trails State Highway 66, as shown on State Highway Map adopted by the California State Commission on February 20, 1930, said point also being the POINT OF COMMENCEMENT;

thence along said right-of-way North 87° 24' 58" East, a distance of 1037.54 feet to a point;

thence continuing northwesterly along said right-of-way North 02° 35' 02" West, a distance of 49.99 feet;

Thence continuing northeasterly along said right-of-way North 87° 24' 58" East, a distance of 133.27 feet; said point also being the POINT OF BEGINNING;

Thence continuing along said right-of-way North 87° 24' 58" East, a distance of 1151.53 feet;

Thence leaving said right-of-way South 719 40' 07" West, a distance of 239.50 feet;

Thence South 87° 24' 58" West, a distance of 690.03 feet;

Thence North 76° 52° 03" West, a distance of 239.96 feet, to the POINT OF BEGINNING.

Described portion of land contains 59,851 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

Ryan Hunsicker, P.L.S. 8302

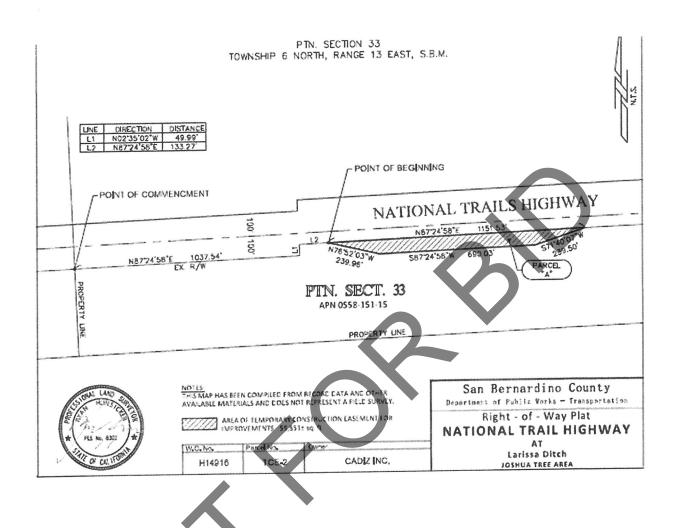
Deputy County Surveyor

1/25/2024 Dated

PLS No. 8302

Job No. H14916 Prepared by:

GEG



# ATTACHMENT "2" FORM OF TEMPORARY CONSTRUCTION EASEMENT for TCE 2



RECORDING REQUESTED BY:

San Bernardino County

Department of Public Works

WHEN RECORDED MAIL DOCUMENT and TAX STATEMENT TO:

San Bernardino County

Depart. of Public Works, County Surveyor

825 East Third Street, Room 204

San Bernardino, CA 92415-0835

#### RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

Cadiz, Inc., a Delaware Corporation.,

UNINCORPORATED AREA

A.P.N. 0558-151-15 (ptn)

**TEMPORARY** CONSTRUCTION EASEMENT DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

Cadiz, Inc., a Delaware Corporation.,

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on May 1, 2025, and shall terminate on the earlier of grantee's completion, as determined by grantee, of its project known as National Trails Highway -Larrisa Ditch Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Name Tritle Date				
This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the	Township: 6N	Range: 13E	Section: 3	3
undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of	Road Name(s)	National Trail H	ighway	

Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

Date: Terry W. Thompson, Director

Real Estate Services Department

Larissa Ditch Bridge Project Project: H14916 Work Order No. TCE - 2 Parcel No. (s): 0558-151-15 (ptn) A.P.N. (s)

# ATTACHMENT "3" CAMPAIGN CONTRIBUTION DISCLOSURE

### SENATE BILL 1439

## **DEFINITIONS**

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

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee's 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:

- (1) 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.

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

				·
1.	Name of Grantor: Madi2	. Inc		
2.	Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)			nternal Revenue Code section 501(c)(3)?
	Yes ☐ If yes, skip Question Nos. 3	3 - 4 and go to	Question No. 5.	
	No 🛭			
3.	Name of Principal (i.e., CEO/Preside matter and has a financial interest in	Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the has a financial interest in the decision:		
4.	If the entity identified in Question No traded ("closed corporation"), identif	o.1 is a corporat	tion held by 35 or	
5.	Name of any parent, subsidiary, or o above):	therwise relate	d entity for the ent	ity listed in Question No. 1 (see definitions
	Company Name			Relationship
	Cadiz Real Estate	HC	55 h 51 d	lian
6.	Name of agent(s) of Grantor:  Company Name	Age	ent(s)	Date Agent Retained
				(if less than 12 months prior)
	N/A			
7.	I I the aubcontroc	tor (1) actively	supports the mai	will be providing services/work under the tter <u>and</u> (2) has a financial interest in the unty or board governed special district:
	Company Name	Subcontractor(s):		Principal and/or Agent(s):
	NA			
8.	Name of any known individuals/com or oppose the matter submitted to the	panies who are he Board <u>and</u> (:	e not listed in Ques 2) have a financia	ations 1-7, but who may (1) actively suppor I interest in the outcome of the decision:
	Company Name			Individual(s) Name
-1000	NA			

Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities isted in Question Nos. 1-8?				
No X If <b>no</b> , please skip Question No. 10. Yes	☐ If <b>yes</b> , please continue to complete this form.			
0. Name of Board of Supervisor Member or other County elected officer:				
Name of Contributor:				
Date(s) of Contribution(s):				
Amount(s):				
Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.				
By signing below, Grantor certifies that the statements made here the individuals and entities listed in Question Nos. 1-8 are prohibition \$250 to any member of the Board of Supervisors or other and for 12 months after a final decision is made by the County.  Signature  Signature  Print Name	pited from making campaign contributions of more			