

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR DISTRICT USE ONLY



ORIGINAL

Contract Number
26-648

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Town of Yucca Valley
Contractor Representative	Brooke Dudra
Telephone Number	760-369-7207
Contract Term	_____
Original Contract Amount	\$15,000
Amendment Amount	_____
Total Contract Amount	\$15,000
Cost Center	6100412454
GRC/PROJ/JOB No.	7900 4782
Internal Order No.	_____
Grant Number (if applicable)	_____

Briefly describe the general nature of the contract: Real Property Donation Agreement between San Bernardino County Fire Protection District (District) and Town of Yucca Valley (Town) for the Town's donation of vacant property at 7238 Joshua Lane in Yucca Valley to the District for fire protection and emergency response purposes at no cost.

FOR DISTRICT USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► See signature page Agnes Cheng, Deputy County Counsel	► _____	► <u>Brandon Ocasio</u> Brandon Ocasio, Real Property Manager, RESD 6/18/26
Date _____	Date _____	Date _____

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 **TOWN OF YUCCA VALLEY**, a California general law municipality (the “**DONOR**”) and collectively the “**Parties**.”

RECITALS

A. The DONOR is the sole owner of the fee simple interest in that certain real property, comprising a total of approximately 0.86 acres of vacant land, with an address of 7238 Joshua Lane in the Town of Yucca Valley, State of California (commonly known as Assessor’s Parcel Number 0595-162-08-0000), and more particularly described in the legal description attached hereto as Exhibit “A” (the “**Property**”).

B. The DONOR desires 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 this Agreement.

C. The DONEE desires to accept the donation of the Property from the DONOR on the terms and conditions as more specifically set forth in this 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.

E. In accordance with the Surplus Lands Act, Government Code Sections 54220-54234, (the “**Act**”), on May, 2, 2025, the Yucca Valley Town Council adopted Resolution No. 25-11, and thereby declared the Property exempt surplus land pursuant to Section 54221(f)(1)(D).

F. Pursuant to Section 54221 of the Act and the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (“**HCD**”), Resolution No. 25-11 was provided by DONOR to HCD for its review and on June 5, 2025 HCD notified DONOR that HCD found the Property qualifies as “exempt surplus land” under Section 54221(f)(1)(D) of the Act.

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 DONOR agree as follows:

1. DONATION AND CONVEYANCE OF THE PROPERTY.

1.1 As of the Closing Date (defined in Section 2.1 below), DONOR donates to the DONEE, subject to those title exceptions approved by DONEE, all of City’s right, title, and interest to the Property. Subject to all of the terms, conditions, and provisions of this Agreement, the DONOR agrees to donate to DONEE, and DONEE agrees to accept from DONOR, the donation of the Property at no cost to the DONEE, provided that the conveyance is subject to the conditions set forth in this Section 1. In the event that, at any time during the twelve (12) month period immediately following the date the grant deed is recorded in the Official Records of San Bernardino County (“**Restricted Period**”), DONEE either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns,

or otherwise conveys the Property (or portions thereof) to a third party (other than to DONOR or to any entity under common control with DONEE) without the DONOR's prior written approval (collectively, "**Use Violation**"); then DONOR shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to DONEE for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by DONOR's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by DONEE during the Restricted Period, DONOR shall deliver written notice to DONEE of such violation in accordance with Section 6.1 below. If DONEE does not cure the Use Violation within thirty (30) days after DONEE's receipt of such DONOR notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and DONEE has not commenced a cure within said thirty (30) days and has not diligently completed its cure within ninety (90) days after DONEE's receipt of such DONOR notice, DONOR may exercise its power of termination as set forth herein. The interest created in DONOR by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by DONEE during the Restricted Period, DONOR may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event DONOR exercises its power of termination as set forth herein due to an uncured Use Violation by DONEE during the Restricted Period, DONOR shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the DONOR shall inure to the benefit of the successors and assigns of the DONOR, and the successors and assigns of the DONEE shall be subject thereto and bound thereby. Unless the DONOR has earlier exercised its power of termination in accordance with this Section 1.1, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect. Upon request of DONEE, DONOR shall quitclaim any interest in the Property due to the expiration of the Restricted Period, which shall survive the Closing Date.

1.2 DONEE and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**DONEE's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of reviewing title and conducting tests and inspections of the Property, including (but not limited to) surveys and architectural, engineering, geotechnical, and environmental inspections and tests (the "**Work**"). DONEE, at no cost to DONOR, shall repair any damage to and/or restore the Property to substantially its condition prior to the Work if and to the extent the need for such repair or restoration is caused by the Work authorized under this Agreement. DONEE hereby agrees that it shall indemnify, defend, and save harmless DONOR, including but not limited to DONOR's elected and appointed officials, officers, directors, employees, and agents (collectively, "**Indemnitees**") for any and all claims and losses arising out of the Work, including, but not limited to all demands, causes of action, and liabilities of every kind and nature whatsoever, to the extent caused by: (a) any breach of this Agreement by DONEE; (b) any negligent or wrongful acts or omissions of DONEE's Agents in connection with or arising out of the Work; and (c) personal injury, bodily injury, or property damage resulting from the negligence or willful misconduct of DONEE's agents in connection with the Work (collectively, "**Claims**"). The indemnification obligations of DONEE set forth in this Section shall survive any termination of this Agreement. The "Due Diligence Period" shall mean the forty-five (45) calendar day period following the Effective Date.

DONEE acknowledges and agrees that, as of the Closing Date: (i) DONEE is acquiring the Property in its "AS IS" condition, with all faults. DONEE acknowledges that through this Agreement it has been afforded the opportunity to make such inspections (or have such inspections made by consultants) as it desires of the Property and to obtain information regarding operative or

proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject to at the Closing Date; (ii) DONEE acknowledges that it has or will independently and with the assistance of the DONEE's professional advisors and consultants undertake whatever non-invasive studies, tests, and investigations DONEE desires to conduct relating to the Property (including, without limitation, economic reviews, engineering analyses, environmental analyses, and analyses of the records of any governmental or quasi-governmental entity having jurisdiction over the Property); and (iii) DONEE is relying solely on its own investigation as to the Property and its value and is assuming the risk that adverse physical, economic, or other conditions may not have been revealed by such investigation.

Except for those terms and provisions that expressly survive the Closing Date, from and after the Closing Date, DONEE hereby completely releases and forever discharges DONOR, DONOR's elected and appointed officials, employees, agents, or any other person acting on behalf of DONOR, and DONOR's partners and owners (collectively, the "**Indemnitees**") from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Claims**"), arising from or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto (collectively, the "**Released Matters**"). In connection with such waiver and relinquishment, the DONEE acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the DONEE's intention to fully, finally, and forever to settle and release all of the Released Matters in accordance with the provisions of this section, and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the DONEE and all subsequent owners, lessees, and other transferees of the Property.

In connection with this section, the DONEE expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

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

DONEE'S signatory's Initials: DR

2. CLOSING.

2.1 Closing Date. 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 DONOR'S conveyance of the Property to DONEE.

2.2 Deliveries by DONOR. On or before 12:00 noon Pacific Time on the business day preceding the Closing Date, DONOR shall deliver to DONEE: (i) the Grant Deed in substantially the form attached hereto as Exhibit "B" ("**Grant Deed**"), executed and acknowledged by DONOR; and (ii) all other documents reasonably required to effectuate Closing pursuant to this Agreement.

2.3 Reserved.

2.4 Closing and Recording. 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, DONEE shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County.

2.5 Intentionally omitted.

2.6 Payment of Costs and Title Insurance. DONEE agrees to pay any recording fees incurred in this transaction. DONOR and DONEE shall each be responsible for their respective attorneys' fees and costs for this Agreement. DONEE shall be solely responsible for payment of the cost of the title policy described in Section 2.8.2 (b) below.

2.7 Information Report. DONOR and DONEE agree to cooperate with each other 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 sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B 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. DONOR and DONEE also agree that DONOR and DONEE, their respective employees and attorneys, 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 DONOR 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. Conditions to DONOR's Obligations. In addition to any other condition set forth in this Agreement in favor of DONOR, DONOR shall have the right to condition its obligation to donate the Property to DONEE upon the satisfaction, or written waiver by DONOR, of the following condition precedent on the Closing Date or such earlier time as provided for herein (the "**DONOR Condition to Closing**"):

(a) *MOU.* DONOR and DONEE shall have entered into a Memorandum of Understanding setting forth DONOR's right to shared use of a portion of the DONEE's existing building located at 57201 29 Palms Outer Highway S, Yucca Valley, CA, as DONOR's emergency operations center, on terms mutually agreeable between the DONOR and the DONEE.

2.8.2. Conditions to DONEE'S Obligations. 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 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.*

(b) *Title Policy.* The Title Company selected by DONEE is unconditionally and 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 the additional cost of the extended coverage), insuring DONEE'S title to the Property in the amount desired by DONEE, 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 not yet due and payable; (iii) matters created by, through or under DONEE; (iv) items disclosed by the Survey and Title Report (including any supplements) and Approved Title Exceptions, 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 Title Objections that neither DONOR 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 DONOR has agreed to provide such endorsements as a means of curing such title defects, then DONOR 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. DONOR shall deliver full possession of the Property to DONEE 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 DONOR in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) *No Default.* DONOR 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).

2.8.3. Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by DONEE or DONOR, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

2.8.4. Waiver. DONOR may at any time or times, at its election, waive the DONOR Condition to Closing set forth in Section 2.8.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONOR and delivered to DONEE. 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 DONOR.

2.8.5. Termination. In the event that the DONOR Condition to Closing set forth in Section 2.8.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONOR pursuant to Section 2.8.4, DONOR may at its option terminate this Agreement, provided that if DONEE is in default under this Agreement such termination under this Agreement shall not release DONEE from liability for such default. 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 DONOR is in default under this Agreement such termination under this Agreement shall not release DONOR from liability for such default.

3. REPRESENTATIONS AND WARRANTIES.

3.1 DONOR'S Representations and Warranties. DONOR hereby makes the following representations and warranties to DONEE, each of which is material and relied upon by DONEE in making its determination to enter into this Agreement and shall survive the Closing Date:

(a) DONOR'S 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 DONOR is a party or by which it is bound.

(b) To the best of DONOR'S 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) DONOR has not received any notices and has no actual knowledge, without any duty of 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) DONOR is the sole legal owner of the Property and has the right to donate the Property without the consent of any other person or entity.

4. RESERVED.

5. DEFAULTS.

5.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

5.2 Rights and Remedies are Cumulative. 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 Inaction Not a Waiver of Default. 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. MISCELLANEOUS.

6.1 Notices. 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 DONOR: Town of Yucca Valley
Attn: Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

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 if 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 Relationship Between DONOR and DONEE. It is hereby acknowledged that the relationship between DONOR and DONEE is not that of a partnership or joint venture and that DONOR and DONEE shall not be deemed or construed for any purpose to be the agent of the other.

6.3 Attorneys' Fees. 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 7.10 ("Real Estate Brokerage Commission").

6.4 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of DONOR and DONEE and their respective successors and permitted assigns.

6.5 Entire Agreement, Waivers, and Amendments. 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 DONOR and DONEE.

6.6 Prohibited Persons and Transactions. DONEE represents to DONOR 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 Computation of Time. 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 Interpretation: Governing Law. 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 Severability. 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 Real Estate Brokerage Commission. 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. The provision of this section shall survive the Closing Date or earlier termination of this Agreement.

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 Reserved.

6.13 Exhibits. Exhibits "A" and "B" 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" Form of Grant Deed

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, DONOR and DONEE have entered into this Agreement as of the date first set forth above.

DONEE:

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: 
Dawn Rowe,
Chair, Board of Directors

Date: JUN 23 2026

DONOR:

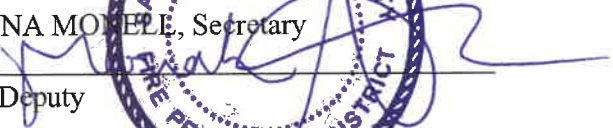
TOWN OF YUCCA VALLEY

By: 
Curtis Yakimow
Town Manager

Date: 6/16/2026

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR
OF THE BOARD

LYNNA MORELL, Secretary

By: 
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

LAURA FEINGOLD, County Counsel, San
Bernardino County, California

By: 
Agnes Cheng, Deputy County Counsel

Date: 6/4/2026

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

T1N, R5E, SEC 36 S.B.M.
TOWN OF YUCCA VALLEY
APN 0595-162-08

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 87, TRACT NO. 4856, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94 THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 87, said corner being the true Point of Beginning;

Thence North 69° 34' 06" East along the north line of said lot 87, a distance of 100.00 feet,

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as measured at right angles to the west line of said Lot 87, a distance of 257.37 feet;

Thence South 40° 19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35° 01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the southernmost corner of said Lot 87;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot 87;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 87 to the True Point of Beginning.

Described portion of land contains 37,462 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.

By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9835 Dated



Job No
WBSE 10.10 1268
Prepared by:
GEG

EXHIBIT "B"
FORM OF GRANT DEED

RECORDING REQUESTED BY:
San Bernardino County Fire Protection
District
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San
Bernardino County and is entitled to be recorded
without fee subject to Govt. Code 27383 and 6103

A.P.N: 0595-162-08

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 ☒ Town of Yucca Valley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TOWN OF YUCCA VALLEY, a California general law municipality ("Grantor")

hereby GRANT(S) to **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California fire protection district, ("Grantee")** the following real property ("**Property**") in the Town of Yucca Valley, San Bernardino County, State of California, subject to the Grantor's power of termination stated herein:

See Exhibit "A" for legal description

In the event that, at any time during the twelve (12) month period immediately following the date this grant deed is recorded in the Official Records of San Bernardino County ("**Restricted Period**"), Grantee either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns, or otherwise conveys the Property (or portions thereof) to a third party (other than to Grantor or to any entity under common control with Grantee) without the Grantor's prior written approval (collectively, "**Use Violation**"); then Grantor shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to Grantee for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by Grantor's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by Grantee during the Restricted Period, Grantor shall deliver written notice to Grantee of such violation by 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 to: 385 N. Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0108, Attn: Director of the Real Estate Services Department, which notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. If Grantee does not cure the Use Violation within thirty (30) days after Grantee's receipt of such Grantor notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and Grantee has not commenced a cure within said thirty (30) days and has not diligently completed its cure within

ninety (90) days after Grantee's receipt of such Grantor notice, Grantor may exercise its power of termination as set forth herein. The interest created in Grantor by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by Grantee during the Restricted Period, Grantor may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event Grantor exercises its power of termination as set forth herein due to an uncured Use Violation by Grantee during the Restricted Period, Grantor shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the Grantor shall inure to the benefit of the successors and assigns of the Grantor for the Restricted Period, and the successors and assigns of the Grantee shall be subject thereto and bound thereby for such period. Unless the Grantor has earlier exercised its power of termination in accordance with this paragraph, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect.

GRANTOR:

TOWN OF YUCCA VALLEY, a California general law municipality

BY:

Dated: _____



SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CERTIFICATE OF ACCEPTANCE

APN: 0595-162-08

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County Fire Protection District, a California Special District, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors pursuant to authority conferred by the Board of Directors on _____, 2026 and the Grantee consents to recordation thereof by its duly officer/agent.

By: _____
Terry W. Thompson, Director
Real Estate Services Department

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 67, TRACT NO. 4656, IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94
THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 67, said corner being the true Point of Beginning;

Thence North 65° 34' 06" East along the north line of said lot 67, a distance of 100.00 feet;

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as
measured at right angles to the west line of said Lot 67, a distance of 257.37 feet;

Thence South 40° 19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the
Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at
said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve
concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35°
01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the
southernmost corner of said Lot 67;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot
67;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 67 to
the True Point of Beginning.

Described portion of land contains 37,462 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.

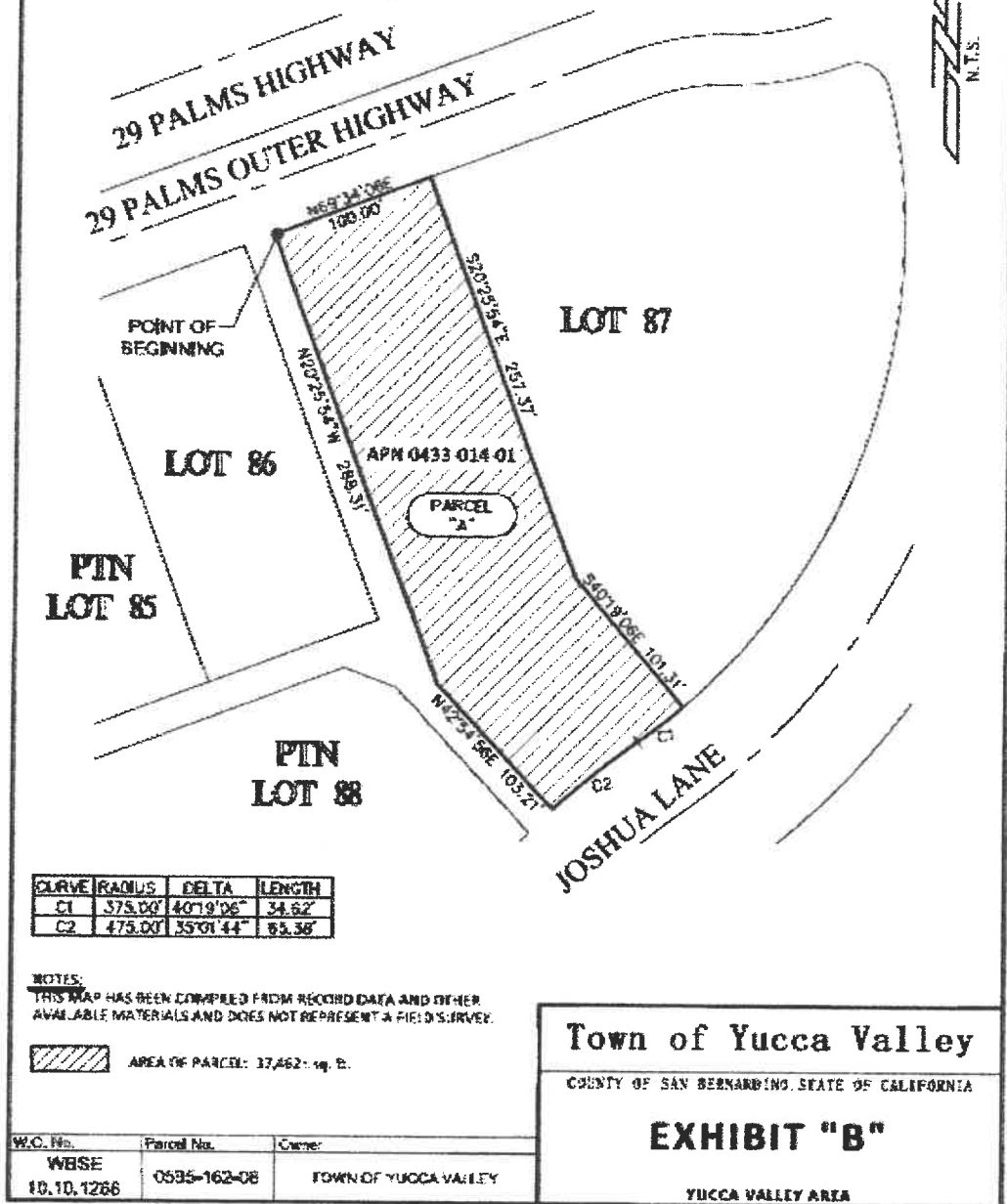
By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9635 Dated



Job No.
WBSE 10.10.1268
Prepared by:
GEO

EXHIBIT "B"

Pin. Lot 87, Tract Map 4856
Map Book 70, Pages 94-97



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 _____

County _____

On _____ before me _____, Notary Public
(insert name and title of the officer)

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)