

REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW
INSTRUCTIONS

This REAL PROPERTY DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of _____ (“**Effective Date**”), between the **COUNTY OF SAN BERNARDINO (“DONEE”)**, a public body, corporate and politic of the State of California, and **AKEMI ACKERMANN AN UNDIVIDED 33.33% INTEREST; JEAN-JACQUES ACKERMANN AN UNDIVIDED 22.2234% INTEREST; JACQUELINE ACKERMANN MCDONALD AN UNDIVIDED 22.2233% INTEREST, AND EVELYN WURMLI-ACKERMANN AN UNDIVIDED 22.2233% INTEREST** (collectively, the “**DONOR**”).

R E C I T A L S

- A. The DONOR is the sole owner of the fee simple interest in that certain real property comprising a total of approximately twenty (20) acres of vacant land, located in the unincorporated area of Barstow (commonly identified as APNs 0423-122-16 and 0489-131-31), and ten (10) acres of vacant land, located on Sunrise Road in the City of Twentynine Palms (commonly identified as APN 0612-201-08), for a total of thirty (30) acres in the County of San Bernardino, State of California and more particularly described in the legal description attached hereto as Exhibit “A” (collective, 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 the 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 the Agreement.
- D. The DONEE may accept the donation of this Property pursuant to Government Code Section 25355 and County Policy No. 06-01SP.

A G R E E M E N T

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.**

Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the DONOR agrees to donate to DONEE, and DONEE agrees to accept from the DONOR, the donation of the Property as described in Exhibit “A” attached hereto.

2. DUE DILIGENCE & TITLE REVIEW

2.1 .Due Diligence. DONEE shall have the period from the Opening of Escrow until Closing to allow the DONEE access to the Property to conduct inspections and tests, including (without limitation) architectural, engineering, geotechnical, and environmental inspections and tests, to investigate the condition and suitability of the Property for DONEE's anticipated use. In the event DONEE finds the Property unsatisfactory for any reason, at its sole discretion, DONEE shall notify DONOR and Escrow Holder in writing prior on or before the Closing Date of its election to terminate Escrow; in which case this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

2.2 Review of Title. Within five (5) days following the Effective Date, DONEE may order a current preliminary report from a title company of DONEE's choice (the "Title Company") covering the Property, together with full and legible copies of all supporting documents (collectively, "Preliminary Report"), and may further order a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("Survey").

2.3 Title Objections. On or before the Closing Date ("**Donee's Title Review Period**"), DONEE shall notify DONOR in writing ("**Donee's Title Notice**") of any objections DONEE may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If DONEE provides Donee's Title Notice with Title Objections during said period, DONOR shall have the lesser of five (5) business days after receipt thereof or the Closing Date to notify DONEE that DONOR (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to DONEE. DONOR's failure to notify DONEE within such period as to any Title Objections that DONOR is willing to endeavor to cure or cause to be insured over shall be deemed an election by DONOR not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If DONOR notifies or is deemed to have notified DONEE that DONOR shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, DONEE shall have the lesser of five (5) business days after such DONOR notification or deemed notification or the day immediately preceding the Closing Date to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**"), and such Escrow shall be administered by Fidelity National Title ("**Escrow Holder**") Attn: Michelle Polk, 300 East State Street, Suite 320, Redlands, CA 92373. Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder and acceptance by the Escrow Holder as evidenced by its signature on acceptance attached to this Agreement, provided that such delivery and acceptance shall occur no later than three (3) business days after full execution of this Agreement. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify DONEE and DONOR of the escrow number it assigns to the Escrow. The Close of Escrow shall occur no later than the date that is sixty (60)

days following the Opening of Escrow (“**Closing Date**”). The terms “**Close of Escrow**” and/or the “**Closing**” shall mean the consummation of the transactions contemplated by this Agreement, to occur through the Escrow, including DONOR’S conveyance of the Property to DONEE.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of DONEE and DONOR to Escrow Holder as well as an agreement between DONEE and DONOR. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s standard instructions, this Agreement shall prevail.

3.3 Deliveries by DONOR. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, DONOR shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit “B” (“**Grant Deed**”), executed and acknowledged by DONOR and an original of the Closing Statement described in Section 3.5, executed by DONOR, and (ii) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.4 Deliveries by DONEE. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, DONEE shall deliver to Escrow Holder: (i) an original of the Closing Statement described in Section 3.5, executed by DONEE, (ii) the certificate of acceptance affixed to the Grant Deed, executed and acknowledged by DONEE, (iii) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) business days prior to the Closing Date, Escrow Holder shall prepare for approval by DONEE and DONOR a closing statement (“**Closing Statement**”) on Escrow Holder’s standard form indicating, among other things, Escrow Holder’s estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing and Recording. On the Closing Date, and provided all of the DONOR’S Conditions to Closing and DONEE’S Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder’s Office in San Bernardino County, California.

(a) *Delivery of Documents and Funds.* Escrow Holder shall deliver to DONEE all of the items listed in Section 3.3 above which were delivered by DONOR to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed in the Recorder’s Office upon Close of Escrow. Escrow Holder shall deliver one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

3.7 Taxes. Real property taxes will not be prorated between DONOR and DONEE in Escrow. 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. If current taxes have not yet been paid as of the Closing Date, then at Closing DONOR shall pay

through escrow the full amount of the installment applicable to the period in which escrow closes. If taxes are not yet due and payable and the exact amount that will be due is unknown, escrow holder is hereby instructed to obtain from DONOR an amount of funds equal to one hundred and ten percent (110%) of the second installment of the most recent tax bill. Once the exact amount of the new tax bill is known, escrow holder will promptly pay the amount due, prior to the delinquent date, to the County Tax Collector. Any excess funds will be returned to DONOR by the County Tax Collector after said payment is made. Taxes will NOT be prorated between DONOR and DONEE in escrow. The taxing authority will notify DONOR of any refund due DONOR resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. DONOR retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code 5096.7.

3.8 Payment of Costs. DONEE agrees to pay any escrow and recording fees incurred in this transaction; provided, however, if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between DONEE and DONOR in accordance with customary practice in the county in which the Property is located. DONOR and DONEE shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and DONOR and DONEE agree to cooperate with Escrow Holder and 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 Escrow Holder 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. Parties to this transaction are aware and understand that the closing of this transaction will be delayed in the event escrow has not received all required information from DONOR prior to close of escrow. In the event DONOR fails to complete and deposit into escrow such documents, DONOR hereby consents to the withholding by the escrow holder of proceeds in the amounts specified in the applicable sections of the Internal Revenue Code and the California Revenue and Taxation Code.

3.10 Conditions to Close of Escrow.

3.10.1 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 convey the Property to DONEE and close the Escrow upon the satisfaction, or

written waiver by DONOR, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**Donor Conditions to Closing**”):

(a) *Delivery of Document and Funds.* DONEE shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by DONEE in order to accomplish the close of Escrow for the Property. DONEE shall have deposited with Escrow Holder the escrow and closing costs for which DONEE is responsible to pay and all other sums required of DONEE by this Agreement.

(b) *Representations and Warranties.* All representations and warranties made by DONEE in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) *No Default.* DONEE shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 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 and close the Escrow 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) *Delivery of Documents.* DONOR shall have executed and deposited into Escrow the Grant Deed and any other escrow and closing documents required to be submitted by DONOR in order to accomplish the close of Escrow for the Property.

(b) *Title Policy.* The Title Company 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 of Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00), 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 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 or deemed approved by DONEE pursuant to the title review provisions in Section 2.3, 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**”). The issuance of an ALTA extended coverage

policy shall not be a condition precedent to DONEE'S obligation to close the Escrow, and DONEE shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by DONEE, at DONEE'S sole cost and expense, shall not be a condition precedent to DONEE'S obligation to close this Escrow and DONEE acknowledges that DONEE is solely responsible for ascertaining the availability of any such endorsements prior to Closing. 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 vacant and clear of all DONEE's personal property, furniture, trash, and debris.

(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).

3.10.3 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.

3.10.4 Waiver. DONOR may at any time or times, at its election, waive any of the Donor Conditions to Closing set forth in Section 3.10.1 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 3.10.2 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.

3.10.5 Termination. In the event each of the Donor Conditions to Closing set forth in Section 3.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONOR pursuant to Section 3.10.4, and provided DONOR is not in default of this Agreement, DONOR may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Donee Conditions to Closing set forth in Section 3.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONEE pursuant to Section 3.10.4, and provided DONEE is not in default of this Agreement, DONEE may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either party then in default from liability for such default. In the event this Agreement is terminated, all documents delivered by DONOR to DONEE or Escrow Holder shall be returned immediately to DONOR and all documents and funds delivered by DONEE to DONOR or Escrow Holder shall be returned immediately to DONEE.

4. REPRESENTATIONS AND WARRANTIES.

4.1 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:

(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'S 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.

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

(a) DONEE has the full right, power and lawful authority to accept the donation of the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by DONEE has been fully authorized by all requisite actions on the part of DONEE.

(b) DONEE'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 DONEE is a party or by which it is bound.

(c) DONEE is not the subject of a current or pending bankruptcy proceeding.

5. AS-IS SALE; RELEASE OF DONOR AS TO PROPERTY CONDITION.

DONEE acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property prior to Closing. DONOR makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to DONEE'S proposed use or development of the Property. DONEE shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. DONEE acknowledges and agrees that the acceptance of the donation of the Property will be on the basis of DONEE'S own investigation of

the physical and environmental condition of the Property, including subsurface conditions, and DONEE'S investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind. DONEE agrees that DONOR shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and DONEE accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by DONOR, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. DONOR expressly disclaims, which DONEE hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of DONOR provided in this Agreement or any claims under CERCLA, DONEE for itself and on behalf of each of its successors (collectively, the "Releasers") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge DONOR and its officers, officials, employees, agents, and representatives (collectively, the "Releasees") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasers now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. DONEE acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

DONEE'S Initials: _____

As used in this Agreement, the following terms shall have the meaning ascribed below:

"Environmental Law" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been

amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“CERCLA”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“RCRA”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

“Hazardous Material(s)” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

6. DEFAULTS.

6.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or

remedy any default, to recover damages for any default (subject to the restriction on Donee's rights to recover monetary damages against Donor set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall DONEE be entitled to obtain monetary damages of any kind from DONOR, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

6.2 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.

6.3 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.

7. MISCELLANEOUS.

7.1 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 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:

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

To DONOR: Akemi Ackermann
Susenbergstrasse 86, CH-8044
Zurich, Switzerland

and

Jean-Jacques Ackermann
Susenbergstrasse 86, CH-8044
Zurich, Switzerland

and

Jacqueline Ackermann McDonald
Susenbergstrasse 86, CH-8044
Zurich, Switzerland

and

Evelyn Wurmli-Ackermann
Susenbergstrasse 86, CH-8044
Zurich, Switzerland

With a copy to: Loeb & Loeb, LLP
Attn: Rachel J. Harris, esq.
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, 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.

7.2 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.

7.3 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").

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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" Grant Deed

8. BOARD OF SUPERVISORS' APPROVAL

This Agreement is subject to, and shall have no force or effect until and unless first approved by the San Bernardino County Board of Supervisors.

[Signatures on next page]

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

DONEE:

DONOR:

COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman,
Chairman, Board of Supervisors

By: _____
Akemi Ackermann

By: _____
Jean-Jacques Ackermann

Date: _____

By: _____
Jacqueline Ackermann McDonald

By: _____
Evelyn Wurmli-Ackermann

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

LYNNA MONELL,
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

APN: 0423-122-16

The Southwest quarter of the East half of Government Lot 2 of the Northeast quarter of Section 5, Township 10 North, Range 1 West, San Bernardino Base and Meridian, according to United States Government Township Plat thereof, approved by the Surveyor General on May 19, 1857.

APN: 0489-131-31

The Southeast quarter of the Northwest quarter of the Northwest quarter of Section 25, Township 11 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to Government Survey.

Subject to covenants, conditions, restrictions, rights, rights of way and easements of record.

APN: 0612-201-08

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 1 North, Range 8 East, San Bernardino Base & Meridian, according to Government Survey.

Subject to covenants, conditions, restrictions, reservations, easements, rights and/or rights of way of record.

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

Record without fee subject to
Gov't Code 6103

A.P.Ns: 0423-122-16
0489-131-31
0612-201-08

GRANT DEED

Dept. Code: 12000

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 ☐ City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AKEMI ACKERMANN AN UNDIVIDED 33.33% INTEREST; JEAN-JACQUES ACKERMANN AN UNDIVIDED 22.2234% INTEREST; JACQUELINE ACKERMANN MCDONALD AN UNDIVIDED 22.2233% INTEREST, AND EVELYN WURMLI-ACKERMANN AN UNDIVIDED 22.2233% INTEREST ("GRANTOR"), hereby GRANTS to the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("GRANTEE"), the real property in the County of San Bernardino, State of California.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR

By: _____
Akemi Ackermann

Date: _____

By: _____
Jean-Jacques Ackermann

Date: _____

By: _____
Jacqueline Ackermann McDonald

Date: _____

By: _____
Evelyn Wurml-Ackerman

Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

538/012225-0126
2905388.2 a11/20/15

Name

N/A
Street Address

City & State

EXHIBIT "1" TO GRANT DEED
LEGAL DESCRIPTION OF PROPERTY

APN: 0423-122-16

The Southwest quarter of the East half of Government Lot 2 of the Northeast quarter of Section 5, Township 10 North, Range 1 West, San Bernardino Base and Meridian, according to United States Government Township Plat thereof, approved by the Surveyor General on May 19, 1857.

APN: 0489-131-31

The Southeast quarter of the Northwest quarter of the Northwest quarter of Section 25, Township 11 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to Government Survey.

Subject to covenants, conditions, restrictions, rights, rights of way and easements of record.

APN: 0612-201-08

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 1 North, Range 8 East, San Bernardino Base & Meridian, according to Government Survey.

Subject to covenants, conditions, restrictions, reservations, easements, rights and/or rights of way of record.