

### **THREE PARTY AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This THREE PARTY AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of the date the last of the parties hereto executes this Agreement (“**Effective Date**”), between **RICHARD L. BENSON**, as **Trustee of THE JANE ANNE MORGAN REVOCABLE LIVING TRUST DATED SEPTEMBER 18, 2019 (“Seller”)**, **SAN BERNARDINO COUNTY**, a public body, corporate and politic (“**County**”), and **RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**, a California Fire Protection District (“**District**”).

#### **R E C I T A L S**

- A. Seller owns fee simple interest in that certain real property, containing approximately 5.25 acres located at 8234 Almond Street/aka 5000 Skyline Road, Rancho Cucamonga, California 91701, and commonly identified as San Bernardino County Tax Assessor Parcel Number 1061-172-19, as more particularly described in the legal description attached hereto as Exhibit “A” (“**Property**”).
- B. The County desires to acquire the Property from Seller, and Seller desires to convey the Property to County, for consideration as set forth below.
- C. Immediately upon conveyance of the Property from Seller to County, the District desires to acquire the Property from County, and the County desires to convey the Property to the District, at no purchase price to District.
- D. The parties agree that the purpose for the transactions described herein is to facilitate one or more potential public projects that would provide regional benefits to the communities surrounding the Property. Potential projects under consideration include, but are not limited to, development of a public safety facility, facilities associated with the Cucamonga Canyon Trail, or long-term land banking for a public use to be determined by District in its sole discretion. The Property is identified as one potential site for a trailhead and parking lot in the Final Draft Cucamonga Canyon Management Plan, dated October 15 2020, but the District has not prepared plans for such uses or made any decision to use the Property for such purposes, and the District is not required to use the Property for such purposes pursuant to this Agreement.
- E. By its execution of this Agreement, the District is not committing itself to or agreeing to undertake any specific activity with respect to the use or development of the Property requiring the subsequent exercise of discretion by the District. The District retains the absolute sole discretion to (i) determine the uses and development of the Property, and to make such modifications as may, in its sole discretion, be necessary to comply with the California Environmental Quality Act (“**CEQA**”), (ii) select feasible alternative uses and development to avoid significant environmental impacts, (iii) balance the benefits of the use and development of the Property against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with the development of the Property. The District will be

required to comply with CEQA at such time as the plans for the use and development of the Property are later determined in the District's discretion.

- F. The County's conveyance of the Property to the District upon the terms and conditions set forth in this Agreement is authorized pursuant to Government Code sections 25365 and 26227 without compliance with the other provisions of the Government Code relating to the acquisition and disposition of County property, as a conveyance of real property which is not required for County use to another public agency, to support the social needs of the population of the County.

## 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, Seller, County, and District agree as follows:

### 1. PURCHASE AND SALE, AND SUBSEQUENT CONVEYANCE, OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the Seller agrees to sell to County, and County agrees to purchase from the Seller, the Property, as described in Exhibit "A" attached hereto.

1.2 Subject to all of the terms, conditions, and provisions of this Agreement, and at no purchase price, immediately subsequent to recordation of the instrument used to effect the transaction described in Section 1.1 above, which shall be a condition precedent, County agrees to convey to the District, and District agrees to accept from County, the Property, as described in Exhibit "A" attached hereto.

1.3 Upon District's acquisition of the Property from County, District shall use the Property to support the social needs of the County consistent with Government Code section 26227, for such public purposes as may be determined by the District in its sole discretion. If District determines in its sole discretion to develop or make any improvements to the Property, District shall comply with CEQA at such time as the plans for the use and development of the Property are determined by District. District shall permit the family and representatives of Seller, at their expense, to erect a plaque or bench on the Property to memorialize the ownership of the Property by the Morgan family from 1974 to 2021, provided that District shall have the right to reasonably approve such memorial and its placement and installation.

1.4 In the event that (a) no improvements or development of the Property for such public purposes are commenced within twenty-four (24) months after the date of the conveyance of the Property to District, or (b) the Property is used for purposes other than supporting the social needs of the County consistent with Government Code section 26227, or (c) the District sells, leases or otherwise conveys, or attempts to sell, lease or otherwise convey, the Property to another person or entity prior to the completion of the development or improvement of the Property for the purposes required herein, title to the Property shall automatically revert from the District to the County for no consideration, without any action required on the part of County, and District

shall promptly and duly execute, notarize, and deliver to County a quitclaim deed conveying to County all right, title and interest of District in the Property.

2. CONSIDERATION

2.1 The purchase price payable by County to Seller for the Property is the total sum of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

2.2 In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County agrees, subject to all of the terms, conditions, and provisions of this Agreement, to convey the Property to the District at no purchase price to District.

3. DUE DILIGENCE REVIEW.

3.1 As used in this Agreement, the term “Due Diligence Period” shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is the first to occur of (a) December 31, 2021 or (b) forty-five (45) days from the Effective Date, to allow the District and its agents, contractors, consultants, employees, representatives, engineers, and designees 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 District’s intended use. Within two (2) days following the full execution of this Agreement by all parties, Seller shall deliver to District copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that are controlled by or in the possession of Seller, and to the extent that any additional such documents come into Seller’s control or possession following the full execution of this Agreement, Seller shall use good faith efforts to provide copies of or access to such information to District in a timely fashion. In the event District finds the Property unsatisfactory for any reason, at its sole discretion, District shall notify Seller, County and Escrow Holder in writing prior to the expiration of the Due Diligence Period of its election to terminate the Agreement and the Escrow(s) created herein and, thereafter, Seller, District, and County shall have no further obligation to each other, the Escrow(s) shall be cancelled and 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. In the event County and/or District elect to terminate this Agreement, the party responsible for any test or inspection shall return the Property to its condition prior to any tests or inspections. The County or District that orders any testing or inspection shall indemnify and hold Seller harmless from and against any and all mechanic’s liens and loss, damage or injury arising out of or in connection with any such test or inspection. No termination pursuant to this Agreement shall relieve County or District from its indemnity obligations under this paragraph. District’s failure to give written notice of termination to Seller, County and Escrow Holder on or before the expiration of the Due Diligence Period shall constitute an election by District to waive the termination right contemplated under this Section 3.1 and proceed with this Agreement and the Closing, subject to all the other terms and conditions of this Agreement.

#### 4. ESCROW.

4.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through one or more escrows (“**Escrow(s)**”), and such Escrow(s) shall be administered by Orange Coast Title Company (“**Escrow Holder**”), Attn: Lori Fellman. Escrow(s) shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder’s acceptance attached hereto and notify the parties of the escrow number it assigns to the Escrow(s). The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) days following the expiration of the Due Diligence Period (“**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(s).

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

4.3 Deliveries by Seller. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, Seller shall deliver to Escrow Holder: (i) the Grant Deed for the conveyance from Seller to County (“**Grant Deed A**”) substantially in the form attached hereto as Exhibit “B”, executed and acknowledged by Seller, (ii) an original of the Closing Statement described in Section 4.5, executed by Seller, and (iii) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow(s) pursuant to this Agreement.

#### 4.4 Deliveries by County and District.

4.4.1 On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, County shall deliver to Escrow Holder: (i) the Purchase Price, (ii) an original of the Closing Statement described in Section 4.5, executed by County, (iii) the certificate of acceptance affixed to Grant Deed A, executed and acknowledged by County, (iv) the Grant Deed for the conveyance from County to District (“**Grant Deed B**”) substantially in the form attached hereto as Exhibit “C”, and (v) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow(s) pursuant to this Agreement. (Grant Deed A and Grant Deed B are sometimes referred to herein as the “**Grant Deeds**”)

4.4.2 On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, District shall deliver to Escrow Holder: (i) an original of the Closing Statement described in Section 4.5, executed by District, (ii) the certificate of acceptance affixed to Grant Deed B, executed and acknowledged by District, and (iii) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow(s) pursuant to this Agreement.

4.5 Closing Statement. No later than four (4) business days prior to the Closing Date, Escrow Holder shall prepare for approval by Seller, County, and District 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.

4.6 Closing and Recording. On the Closing Date, and provided all of the Conditions to Closing set forth in Section 4.10 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 both Grant Deed A and Grant Deed B to be recorded with the Recorder’s Office in San Bernardino County, California. The deeds shall be submitted to the County Recorder as sequential deeds and in no event shall one be recorded without the other.

(b) *Delivery of Documents and Funds.* Escrow Holder shall process, deliver, and distribute all the items listed in Sections 4.3 and 4.4 above in accordance with customary practice in the county in which the Property is located.

4.7 Taxes. Real property taxes will not be prorated between Seller, County and District in Escrow. Upon recordation of the Grant Deeds, District 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 Seller shall pay through Escrow or out of Seller’s proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. Seller retains the right, following close of the Escrow(s), to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

4.8 Payment of Costs. Seller shall pay for the premium for the standard coverage owner’s Title Policy referred to in Section 4.10.2(b), with the cost of any endorsements or extended coverage to be paid by District as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by Seller; provided, however, that if the Close of Escrow fails to occur by reason of a default pursuant to Section 7, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of the Escrow(s) not specifically allocated in this Agreement shall be allocated between the parties in accordance with customary practice in the County. Seller, County, and District shall each be responsible for their respective attorneys’ fees and costs for this Agreement.

4.9 Information Report. Parties to this transaction are aware and understand that as a result of the passage of the Tax Reform Act of 1986 which added Section 6045(e) to the Internal Revenue Code, the Seller in this transaction is to deposit, prior to close of the Escrow(s), certain information including all Seller’s names and tax identification numbers, and that the closing of this transaction will be delayed in the event the Escrow(s) have not received same from Seller prior to close of Escrow. Escrow Holder will forward information as required by above Internal Revenue Code Section on forms as prescribed therein. In order to enable compliance with Section 1445 of the Internal Revenue Code and Section 18662 of the California Revenue and Taxation

Code, Seller shall complete and deposit into Escrow the documents provided by the Escrow Holder for the purpose of complying with the above referenced code sections. In the event Seller fails to complete and deposit into Escrow such documents, Seller 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.

#### 4.10 Conditions to Close of Escrow.

4.10.1 Conditions to Seller's Obligations. In addition to any other condition set forth in this Agreement in favor of Seller, Seller shall have the right to condition its obligation to convey the Property to County and close the Escrow(s) upon the satisfaction, or written waiver by Seller, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Seller Conditions to Closing**"):

(a) *Delivery of Documents and Funds.* County and District shall have timely executed and deposited into the Escrow(s) all escrow and closing documents required to be submitted by it in order to accomplish the close of Escrow for the Property. County shall have deposited with Escrow Holder the total Purchase Price and the Escrow and closing costs for which County is responsible to pay and all other sums required of County by this Agreement. District shall have deposited with Escrow Holder the Escrow and closing costs for which District is responsible to pay (as set forth in Section 4.8 hereof) and all other sums required of District by this Agreement.

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

(c) *No Default.* Neither County nor District shall be in material default of any of their 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.

4.10.2 Conditions to County's Obligations. In addition to any other condition set forth in this Agreement in favor of County, County shall have the right to condition its obligation to purchase the Property and close the Escrow(s) upon the satisfaction, or written waiver by County, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**County Conditions to Closing**"):

(a) *Delivery of Documents and Funds.* Seller shall have executed and deposited into Escrow Grant Deed A and any other Escrow and closing documents required to be submitted by Seller in order to accomplish the close of the Escrow(s) for the Property. District shall have executed and deposited into the Escrow(s) the Escrow and closing documents required to be submitted by Seller in order to accomplish the close of the Escrow(s) for the Property. District shall have executed and deposited into the Escrow(s) the Escrow and closing documents required to be submitted by District in order to accomplish the close of the Escrow(s) for the Property. District shall have deposited with Escrow Holder the Escrow and closing costs for which District is responsible to pay and all other sums required of District by this Agreement.

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

(c) *No Default.* Neither Seller nor District shall be in material default of any of their obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

(d) *CEQA.* The requirements under the California Environmental Quality Act, as amended, shall have been complied with.

(e) *Encumbrances.* There are no encumbrances on the Property except for the Approved Title Exceptions.

(f) *District Approval.* District shall have submitted into the Escrow a Certificate of Acceptance of Grant Deed B, and shall have notified County that all District Conditions to Closing have been satisfied or waived by District and District is ready to Close Escrow.

4.10.3 Conditions to District's Obligations. In addition to any other condition set forth in this Agreement in favor of District, District shall have the right to condition its obligation to acquire the Property and close the Escrow(s) upon the satisfaction, or written waiver by District, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**District Conditions to Closing**”):

(a) *Title Policy.* WFG National Title Company (the “**Title Company**”) is unconditionally and irrevocably committed to issue to District at Closing a CLTA standard coverage owner's title policy, or, upon District's request, an ALTA extended coverage owner's policy of title insurance, insuring District title to the Property in the amount of the Purchase Price, 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 District; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed approved by District, or, if District 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; provided that District hereby approves the Notice of Administrative Proceedings, in the matter of a public nuisance, executed by Community Improvement Division of the City of Rancho Cucamonga, recorded in the official records of San Bernardino County on May 25, 2017 as Instrument No. 2017-0215022; and (v) any Title Objections that neither Seller nor the Title Company has agreed to remove from title or insure over (“**Title Policy**”). District shall be responsible for any survey costs associated with an ALTA extended coverage policy, and any portion of the premium for an ALTA extended coverage policy in excess of the cost for a CLTA standard coverage policy. District must deliver an ALTA survey acceptable to the Title Company for the issuance of an ALTA extended coverage policy at least ten (10) business days prior to the Closing Date. The issuance of an ALTA extended coverage policy shall not be a condition

precedent to District's obligation to close the Escrow(s), and District 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 District, at District's sole cost and expense, shall not be a condition precedent to District's obligation to close the Escrows. District acknowledges that District is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and Seller has agreed to provide such endorsements as a means of curing such title defects, then Seller shall pay for such endorsements.

(b) *Condition.* The condition of the Property on the Closing Date shall be in substantially the same condition as it existed at the time of the Effective Date, as determined by District, and Seller shall otherwise deliver the Property unoccupied and clear of all trash and debris and Seller's personal property.

(c) *Delivery of Documents and Funds.* Seller and County shall have timely executed and deposited into the Escrow(s) all Escrow and closing documents required to be submitted by them in order to accomplish the close of Escrow for the Property. County shall have deposited with Escrow Holder the total Purchase Price, and County and Seller shall have deposited with Escrow Holder all Escrow, title and other closing costs for which such party is responsible to pay by this Agreement.

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

4.10.5 Waiver. Each party may at any time or times, waive any of their respective Conditions to Closing in this Section 4.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other parties.

4.10.6 Termination. In the event each of the Conditions to Closing in this Section 4.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, any party hereto may at its option terminate this Agreement and the Escrow(s) opened hereunder, provided that party is not in default of this Agreement. No termination under this Agreement shall release any party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately the respective parties.

## 5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, each of which is material and relied upon by the other parties hereto in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:



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

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

(c) There are no pending actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(d) Seller has not received any notices and has no knowledge, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

5.2 County's Representations and Warranties. County hereby makes the following representations and warranties, each of which is material and relied upon by the other parties hereto in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

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

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

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

5.3 District's Representations and Warranties. District hereby makes the following representations and warranties, each of which is material and relied upon by the other parties hereto in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

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

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

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

6. AS-IS SALE; RELEASE OF SELLER AND COUNTY AS TO PROPERTY CONDITION; INDEMNITIES.

6.1 Release of Seller and County. District acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Seller and County make 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 District's proposed use or development of the Property. District further acknowledges that County has not been an owner or occupant of the Property, and has no familiarity with or special knowledge regarding the condition of the Property. District 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. District acknowledges and agrees that the purchase of the Property will be on the basis of District's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and District'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. District agrees that Seller and County 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 District 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 Seller or County, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. Seller and County expressly disclaim, which District 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 Seller and County provided in this Agreement, District 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 Seller and County and their respective 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. District 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 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.”**

District’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.

6.2 Indemnification of County from Hazardous Materials Liability. District agrees to indemnify, defend and hold County harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys’ fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Substances on, under, in or about, to or from, the Property, excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of County, or its officers, employees, agents or representatives. This indemnity shall include, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

6.3 Indemnification of County and Seller.

a. District shall indemnify, defend (with counsel approved by County) and hold harmless County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the use, operations, improvement or development of the Property, and including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The District’s indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782. District shall indemnify Seller in the same manner as District’s indemnification of County provided above. This indemnity shall survive the expiration or earlier termination of this Agreement.

b. Insurance Requirements.

A. District shall comply and shall ensure that District's contractors, officers, employees, agents and volunteers ("District's Agents") comply with the insurance requirements set forth below with respect to the use, operations, improvement or development of the Property. If District or District's Agents use existing coverage to comply with these requirements and that coverage does not meet the specified requirements of this Agreement, District shall and ensure that District's Agents shall amend, supplement, or endorse their respective existing coverage to do so. Without in any way affecting the indemnity herein provided and in addition thereto, District shall secure and maintain and shall ensure that District's Agents secure and maintain throughout the Agreement the following types of insurance with limits as shown below.

(1) Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability, with \$250,000 limits covering all persons including volunteers providing services on behalf of District and all risks to such persons under this Agreement.

If District has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

(2) Commercial/General Liability Insurance – The District shall carry General Liability Insurance covering all operations performed by or on behalf of the District providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the Property, building, fixtures, equipment and all property constituting a part of the Property. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles

or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the District is transporting one or more non-employee passengers for this Agreement, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the District owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(6) Environmental Liability Insurance. Environmental liability insurance with a combined single limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence.

B. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this Agreement. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights – The District shall require the carriers of required coverages to waive all rights of subrogation against the San Bernardino County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the District and District's employees or agents from waiving the right of subrogation prior to a loss or claim. The District hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County's Risk Management.

F. Severability of Interests – The District agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there

will be no cross liability exclusions that preclude coverage for suits between the District and the County or between the County and any other insured or additional insured under the policy.

G. Proof of Coverage – The District shall furnish Certificates of Insurance to the County evidencing the insurance coverage, including endorsements, as required, prior to any entry of the Property, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County, and District shall maintain such insurance from the time the Agreement commences until the expiration or earlier termination of the Agreement. Prior to any entry hereunder, the District shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H. Acceptability of Insurance Carrier – Unless otherwise approved by the County's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

I. Insurance Review – Insurance requirements are subject to periodic review by the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the County's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, the County's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. District agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

J. Failure to Procure Insurance. All insurance required must be maintained in force at all times by District. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be a default and shall be cause for termination and for forfeiture of this Agreement, and/or County, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by District to County upon demand.

K. County shall have no liability for any premiums charged for such coverage(s). The inclusion of County as additional named insured is not intended to and shall not make County a partner or joint venturer with District in District's activities.

L. District agrees to require all parties or subcontractors, or others it hires or contracts with related to this Agreement, including District's Agents, to provide the insurance coverages as required in this Agreement and naming the County as additional insured. District agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

M. All of the indemnity and insurance provisions set forth in this Paragraph 6.3 of this Agreement are hereby deemed to be material provisions of this Agreement. However, any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of County.

## 7. DEFAULTS.

7.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, any 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 the parties' rights to recover monetary damages against Seller 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 County or District be entitled to obtain monetary damages of any kind from Seller, 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.

7.2 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 any 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 or parties.

7.3 Inaction Not a Waiver of Default. Any failures or delays by any 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 any 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.

## 8. MISCELLANEOUS.

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

To District: Rancho Cucamonga Fire Protection District  
Attn: Mike McCliman,  
Deputy Fire Chief of Administration and Support  
10500 Civic Center Dr  
City Hall Lower Level  
Rancho Cucamonga, CA 91730

To Seller: Richard L. Benson, as Trustee of The Jane Anne  
Morgan Revocable Living Trust Dated September 18, 2019  
P.O. Box 132502  
Big Bear Lake, CA 92315

To Escrow Holder: Orange Coast Title Company  
Attn: Lori Fellman  
41659 N. Tustin Avenue  
Santa Ana, California 92705  
41659 Big Bear Blvd.  
Big Bear Lake, CA 92315

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.

8.2 Relationship Between the Parties. It is hereby acknowledged that the relationship between the parties is not that of a partnership or joint venture and that no party shall be deemed or construed for any purpose to be the agent any other party.

8.3 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 8.9 ("Real Estate Brokerage Commission").

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

8.5 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 all parties.

8.6 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.

8.7 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.

8.8 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.

8.9 Real Estate Brokerage Commission. Seller represents and warrants that, other than PacifiCrest Real Estate, Seller has not retained any brokers or finders to represent its interests in connection with this transaction. Seller shall, upon the Close of Escrow, pay, at Seller's sole cost, a brokerage commission to the Seller broker referred to in the preceding sentence pursuant to a separate agreement. County and District represent and warrant that they have not retained any brokers or finders to represent their 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 its respective breach of the foregoing representations and warranties and for 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.

8.10 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 other email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, AdobeSign 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.

8.11 Exhibits. Exhibits "A," "B" and "C" 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 A
Exhibit "C"	Form of Grant Deed B

9. 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, Seller, County, and District have entered into this Agreement as of the date first set forth above.

**SAN BERNARDINO COUNTY**

**RANCHO CUCAMONGA FIRE  
PROTECTION DISTRICT**

By: \_\_\_\_\_  
Curt Hagman,  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
L. Dennis Michael  
Chair of the Rancho Cucamonga Fire  
Protection District Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_  
Janice C. Reynolds  
Secretary of the Board for the Rancho  
Cucamonga Fire Protection District

LYNNA MONELL, Clerk of the Board of  
Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
,

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form:

Approved as to Legal Form:

By: \_\_\_\_\_  
Jon E. Goetz, Meyers Nave  
For San Bernardino County, California

By: \_\_\_\_\_  
Nicholas Ghirelli, Attorney  
Rancho Cucamonga Fire Protection  
District

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
**RICHARD L. BENSON, AS TRUSTEE  
OF THE JANE ANNE MORGAN  
REVOCABLE LIVING TRUST  
DATED SEPTEMBER 18, 2019**

DocuSigned by:  
By: Richard L. Benson  
4BACC314D33C497...

Richard L. Benson, Trustee

11/11/2021

Date: \_\_\_\_\_

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Three Party Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Orange Coast Title Company

\_\_\_\_\_, 2021

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 45' WEST 750.0 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 0° 30' 45" WEST 1144.79 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 31' 00" EAST 197.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE PROPERTY CONVEYED TO PRESTON L. IRISH BY DEED RECORDED DECEMBER 12, 1952, IN BOOK 3071 PAGE 362 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE NORTH 0° 22' 29" EAST 451.10 FEET TO THE NORTHWEST CORNER OF SAID IRISH PROPERTY; THENCE NORTH 63° 38' 58" EAST 622.27 FEET ALONG THE NORTHWESTERLY LINE OF SAID IRISH PROPERTY TO THE EAST LINE OF GOVERNMENT LOT 4; THENCE NORTH 0° 22' 29" EAST 410.02 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE EASEMENT GRANTED TO THE CITY OF LOS ANGELES RECORDED MARCH 1, 1939, IN BOOK 1328 PAGE 447, OF OFFICIAL RECORDS.

APN: 1061-172-19-0000

EXHIBIT “B”

FORM OF GRANT DEED “A”

RECORDING REQUESTED BY:  
  
RECORDER: EXEMPT:  
  
This instrument is for the benefit of  
  
San Bernardino County and is entitled to  
be recorded without fee (Govt. Code  
6103)

APN 1061-172-19	GRANT DEED	Dept.
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DOCUMENTARY TRANSFER TAX \$ 0.00  
\_\_\_ Computed on full value of property conveyed or  
\_\_\_ Computed on full value less lien and encumbrance  
remaining at the time of sale.  
X Exempt pursuant to Revenue & Taxation Code Section 11922,  
conveyance to public agency

RICHARD L. BENSON, as trustee of THE JANE ANNE MORGAN REVOCABLE LIVING TRUST DATED  
SEPTEMBER 18, 2019 (“Grantor”),

for a valuable consideration, receipt of which is hereby acknowledged, hereby GRANTS to SAN  
BERNARDINO COUNTY, a public body, corporate and politic (“Grantee”)

the real property in the County of San Bernardino, California, described as follows:

SEE EXHIBIT “A”, LEGAL DESCRIPTION  
ATTACHED HERETO AND MADE A PART HEREOF

_____ Richard L. Benson, Trustee	_____ Date
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MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 45' WEST 750.0 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 0° 30' 45" WEST 1144.79 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 31' 00" EAST 197.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE PROPERTY CONVEYED TO PRESTON L. IRISH BY DEED RECORDED DECEMBER 12, 1952, IN BOOK 3071 PAGE 362 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE NORTH 0° 22' 29" EAST 451.10 FEET TO THE NORTHWEST CORNER OF SAID IRISH PROPERTY; THENCE NORTH 63° 38' 58" EAST 622.27 FEET ALONG THE NORTHWESTERLY LINE OF SAID IRISH PROPERTY TO THE EAST LINE OF GOVERNMENT LOT 4; THENCE NORTH 0° 22' 29" EAST 410.02 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE EASEMENT GRANTED TO THE CITY OF LOS ANGELES RECORDED MARCH 1, 1939, IN BOOK 1328 PAGE 447, OF OFFICIAL RECORDS.

APN: 1061-172-19-0000



**SAN BERNARDINO COUNTY  
ACCEPTANCE CERTIFICATE**

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 undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: \_\_\_\_\_

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

**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 California

County of \_\_\_\_\_

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)

EXHIBIT “C”

FORM OF GRANT DEED “B”

RECORDING REQUESTED BY:

RECORDER: EXEMPT:

This instrument is for the benefit of  
County of San Bernardino County and is  
entitled to be recorded without fee (Govt.  
Code 6103)

APN 1061-172-19	GRANT DEED	Dept.
-----------------	------------	-------

DOCUMENTARY TRANSFER TAX \$ 0.00  
\_\_\_ Computed on full value of property conveyed or  
\_\_\_ Computed on full value less lien and encumbrance  
remaining at the time of sale.  
X Exempt pursuant to Revenue & Taxation Code Section 11922,  
conveyance to public agency

SAN BERNARDINO COUNTY, a public body, corporate and politic (“Grantor”), for a valuable consideration, receipt of which is hereby acknowledged, hereby GRANTS to the

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT, a California Fire Protection District (“Grantee”)

the real property in San Bernardino County, California (“Property”), described as follows:

SEE EXHIBIT “A”, LEGAL DESCRIPTION  
ATTACHED HERETO AND MADE A PART HEREOF

Upon and after the date of recordation of this Grant Deed, Grantee shall use the Property to support the social needs of San Bernardino County consistent with Government Code section 26227, for such public purposes as may be determined by Grantee in its sole discretion.

Grantor reserves the possibility of reverter, pursuant to which title to the Property shall automatically revert from the Grantee to the Grantor for no consideration, without any action required on the part of Grantor (“Possibility of Reverter”), in the event that (a) no improvements or development of the Property for such public purposes are commenced within twenty-four (24) months after the date of recordation of this Grant Deed, or (b) the Property is used for purposes

other than supporting the social needs of San Bernardino County consistent with Government Code section 26227, or (c) Grantee sells, leases or otherwise conveys, or attempts to sell, lease or otherwise convey, the Property to any other person or entity prior to the completion of the development or improvement of the Property for the purposes required herein. Grantee covenants that in the event the Possibility of Reverter described above becomes operative, Grantee will promptly and duly execute, notarize, and deliver to Grantor a quitclaim deed conveying to Grantor all right, title and interest of Grantee in the Property.

The covenants set forth in this Grant Deed shall run with the land and be binding upon all successor owners of the Property.

GRANTOR:

SAN BERNARDINO COUNTY,  
a public body, corporate and politic

\_\_\_\_\_

\_\_\_\_\_  
Date

AGREED AND ACCEPTED BY GRANTEE:

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT,  
a California Fire Protection District

\_\_\_\_\_

\_\_\_\_\_  
Date

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MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

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Name	Street Address	City & State
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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 45' WEST 750.0 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 0° 30' 45" WEST 1144.79 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 89° 31' 00" EAST 197.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE PROPERTY CONVEYED TO PRESTON L. IRISH BY DEED RECORDED DECEMBER 12, 1952, IN BOOK 3071 PAGE 362 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE NORTH 0° 22' 29" EAST 451.10 FEET TO THE NORTHWEST CORNER OF SAID IRISH PROPERTY; THENCE NORTH 63° 38' 58" EAST 622.27 FEET ALONG THE NORTHWESTERLY LINE OF SAID IRISH PROPERTY TO THE EAST LINE OF GOVERNMENT LOT 4; THENCE NORTH 0° 22' 29" EAST 410.02 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE EASEMENT GRANTED TO THE CITY OF LOS ANGELES RECORDED MARCH 1, 1939, IN BOOK 1328 PAGE 447, OF OFFICIAL RECORDS.

APN: 1061-172-19-0000

### **ACCEPTANCE CERTIFICATE**

This is to certify that the interest in real property conveyed by the within instrument to the Rancho Cucamonga Fire Protection District is hereby accepted by the undersigned officer/agent on behalf of the Rancho Cucamonga Fire Protection District pursuant to authority conferred by resolution of the Rancho Cucamonga Fire Protection District adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer/agent.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**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 California

County of \_\_\_\_\_

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)