



BEAUMONT CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Tuesday, November 22, 2022, 5:00pm
390 W. Oak Valley Parkway Beaumont, CA 92223
AGENDA

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park Improvement Corporation will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when "The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing" after making certain findings. See Gov. Code § 54953.

Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. I.

The above special provisions allowing for teleconference meetings will only apply during a Governor-declared state of emergency, and we are still presently in a statewide state of emergency.

Regular Session is available by calling: +1 (669) 900-6833. Meeting ID: 968 5796 6814

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/96857966814>

CLOSED SESSION – None.

REGULAR SESSION – Regular Session to begin at 5:00pm

Presentations: None.

1. **PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must request to the clerk start of the meeting. There is a three (3) minute limit on public comments.
2. **CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).
 - 2.1 Minutes of November 9, 2022
3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**
 - 3.1 Approval of:
 - 3.1.1 Temporary Construction Easement
 - 3.1.2 Grant of Easement (sewer line)
 - 3.1.3 Termination of Water Rights Agency Agreement (PCOR)

4. ADJOURNMENT:

DECLARATION OF POSTING: I declare under penalty of perjury, that I have been authorized by the Beaumont-Cherry Valley Recreation and Park Improvement Corporation and I have posted the foregoing agenda at the Corporation/District office and website on November 18, 2022.

A handwritten signature in cursive script that reads 'Ryann Flores'.

Ryann Flores, BCVRPD Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 9, 2022 5:00pm

MINUTES

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park Improvement Corporation will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings.

CLOSED SESSION – None.

REGULAR SESSION: Regular Session to Begin at 5:00pm.

Regular session began at 5:00pm.

Roll Call:

Director Tinker: Present

Director Valdivia: Present

Director De La Cruz: Present

Director Ward: Present

Treasurer Flores: Arrived at 5:02pm via teleconference

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

Adjustments to Agenda: None.

Presentations: None.

1. PUBLIC COMMENT: Chairman Hughes opened for public comment at 5:01pm.

Linda Hanley presented the Foundation with a Certificate of Appreciation and a check of \$250.00 in gratitude for the use of the Cherry Valley Grange.

Public comment closed at 5:05pm.

2. CONSENT CALENDAR:

2.1 Minutes of October 12, 2022

2.2 Bank Balances for October 2022

2.3 Warrants for October 2022

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Albert Maldonado commented on item 2.2. He stated the Board has voted to hold teleconference meetings under AB361. The District needs to make certain findings every 30 days to continue teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The

District needs to consider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing. Chairman Hughes confirmed that the finance committee met and approved items 2.2 and 2.3.

Motion made to accept the consent calendar items 2.1, 2.2, 2.3 and 2.4.

Initial Motion: Director Valdivia

Second: Director Tinker

Result of Motion: Carried 7-0

Director Tinker: Aye

Director Valdivia: Aye

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:

3.1. Approval of 2023 Board Meeting Dates

Director Ward requested that the January 11, 2023 Board meeting listed is changed to a different date due to not being able to attend.

Motion was made to accept item 3.1.

Initial Motion: Chairman Hughes

Second: Director De La Cruz

Result of Motion: Carried 6-1

Director Tinker: Aye

Director Valdivia: Aye

Director De La Cruz: Aye

Director Ward: Nay

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

Foundation Associate: Nick Hughes

- On 10/11, I attended the Calimesa Chamber Breakfast (Guest Speaker Natalie Lough)
- On 10/13, I attended the Banning State of the City at Morongo Casino
- On 10/14, I attended the Beaumont Chamber Breakfast at The Sand Trap
- On 10/27, The Foundation has its first meeting for the 2023 Foundation Golf Classic.
- On 10/28, I attended the Beaumont/Banning Student of the Month at Sizzler
- On 10/29, we had our last Market Night in Collaboration with the Pumpkin Carve
- Summer Concert Series: (Franco Gardens)
 - Our last concert will be on 11/11/2022 and we will be honoring our veterans.
- Projects:
 - Bogart Flag Pole/Candlelight Trail Brick Program
 - GIS Project Bogart Park
 - 4th Annual Foundation Golf Classic Tournament – May 12, 2023
- The 2023 Calendar of Events will be presented at the next meeting.

Director Tinker commented that he is very pleased with Nick as he is moving forward with the Candlelight event at Bogart.

5. ADJOURNMENT: Motion was made to adjourn the meeting at 5:20pm.

Staff Report

Agenda Item No. 3.1

To: Chairman and Board Members
From: Duane Burk, General Manager
Date: November 22, 2022
Subject: Termination of Water Rights Agreement, PCOR,

Background and Analysis: in December of 2020 the Foundation received 124 acres of land from TSG Development for the purpose of a future park development. With the land conveyed two well sites and 230 acre feet of overlying water rights. Since the TSG Development did not have water infrastructure at their construction site the Improvement Corporation signed over the water wells to the Yucaipa Valley Water District for the use of their appropriative water rights in the Beaumont Basin for the use of construction water during grading.

Now the developer has constructed the necessary water and sewer infrastructure for the development and no longer needs to use the water wells for construction development. As such, the developer is now requesting to transfer back to the Park District and Improvement Corporation respectfully the wells and their water rights.

Park District attorneys have reviewed and commented on the documents.

Recommendations: Staff recommends that the Board accept required documentation for the transfers as submitted. Also, authorize staff to sign required documents.

Attachments:

Fiscal Impact: There is no fiscal impact this was agreed by all party's prior to this request.

GROMET &
ASSOCIATES
ATTORNEYS AT LAW

SENDER'S E-MAIL
jkempf@grometlaw.com

OUR FILE NUMBER
322.0407

November 11, 2022

VIA EMAIL

First American Title Company
Attention: Jeanne Gould, Senior Escrow Officer
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Email: jagould@firstam.com

First American Title Insurance Company
Attention: Heather Pankey, Title Officer
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
Email: HPankey@firstam.com

Yucaipa Valley Water District
Attention: Joe Zoba, General Manager
12770 2nd Street
Yucaipa, CA 92399
Email: jzoba@yvwd.us

Beaumont-Cherry Valley Recreation & Park Improvement Corporation
Attention: General Manager
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Email: Duane@bcvparks.com

Beaumont-Cherry Valley Recreation & Park District
Attention: General Manager
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Email: Duane@bcvparks.com

Re: Conveyance of the Well Site on the Danny Thomas Ranch Property ("**Well Site**") —
Escrow No. 6551058 ("**Escrow**")

Dear Jeanne, Heather, Joe, and Duane:

The undersigned represents **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company ("**Developer**"), in connection with (a) that certain *Agreement to Provide Appropriated Water* dated as of May 21, 2022 (the "**Water Agreement**") between Developer and Yucaipa Valley Water District, a public agency ("**Water District**"); (b) that certain *Agreement and Escrow Instructions* dated of even date therewith (the "**Escrow Instructions**") by and between Developer and Water District; and (c) that certain *Water Rights Agency Agreement* recorded in the Official Records as Instrument No. 2021-0000372 (the "**Agency Agreement**") between I10 Logistics, as "I10 Logistics", and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership ("**TSG**"), as "Owner". As successors-in-interest to TSG, (i) Beaumont-Cherry Valley Recreation & Park Improvement Corporation, a California public benefit organization ("**Foundation**"), currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) Beaumont-Cherry Valley Recreation & Park District, a special district of the State of California ("**Parks District**"), currently holds fee title to the remainder of the land that is subject to the Agency Agreement, except for fee title to the Well Site (as defined in the Water Agreement), which is currently vested in the Water District and which the parties intend to deed back to Developer and then immediately to the Parks District as provided herein. Terms used but not defined herein shall have the definitions provided in the Water Agreement.

I. DEVELOPER'S COMPLETION NOTICE AND WELL SITE CONVEYANCE TO DEVELOPER.

This letter, dated as of the date first stated above (the "**Notice Date**"), constitutes Developer's Completion Notice and the Developer Notice. Developer hereby notifies the Water District and First American Title Company ("**Escrow Holder**") that Grading Water from the Well is no longer needed by Developer, Developer has uninstalled the Water District's Meter from the Well Site and Developer has paid the Fees in full.

Escrow Holder is hereby instructed to cause the recordation of the District Deed from the Water District to Developer, which was previously executed and is being held in Escrow, in the Official Records as provided in the Escrow Instructions. Once the District Deed has been recorded in the Official Records pursuant to the Escrow Instructions, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded District Deed to the following parties:

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

II. TERMINATION OF WATER RIGHTS AGENCY AGREEMENT.

Developer, Foundation, and Parks District have decided to terminate the Agency Agreement and will deliver to Escrow Holder a *Termination of Water Rights Agency Agreement* substantially in the form attached hereto as Exhibit "A" (the "**Termination**").

Escrow is hereby instructed to (a) determine that the Termination is complete in all respects, including any attachments; (b) review the Termination and determine that any assessor parcel numbers, tract numbers, and/or legal descriptions contained therein are correct; (c) determine that the Termination is dated and duly executed and notarized by all of the parties thereto; (d) determine that the Termination is in recordable form and will be accepted by the County Recorder (the "**County Recorder**") of the County of

Riverside (the “*County*”) for recordation in the Official Records; (e) determine that the Termination is sufficient to fulfill the requirements of the instructions set forth in this Section II and any instructions you receive from the Foundation, and that no other documents, instruments or agreements are required to fulfill the requirements of such instructions; and (f) if subsections (a) – (e) have been completed, record the Termination in the Official Records immediately after the District Deed.

Once the Termination has been recorded in the Official Records, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded Termination to the following parties:

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

III. WELL SITE CONVEYANCE FROM DEVELOPER TO PARKS DISTRICT.

On December 31, 2020, TSG granted to the Foundation certain property adjacent to the Well Site pursuant to that certain *Donation Agreement* of even date between TSG, as “Donor”, and the Foundation, as “Foundation” (the “*Donation Agreement*”). The Donation Agreement provides for the conveyance of the Well Site back to the Parks District after Developer is done utilizing it.

Pursuant to the Donation Agreement, Developer will deliver to Escrow Holder (a) an executed, notarized grant deed (the “*Return Developer Deed*”) from itself to the Parks District substantially in the form attached as “Exhibit E-3” to the Donation Agreement (without the language indicating such deed is subject to the Agency Agreement, which is being terminated as described in Section II above), along with (b) a completed transfer tax affidavit (the “*Return Developer Deed Affidavit*”) in the customary form required by the County. Escrow Holder will also receive a signed Certificate of Acceptance from the Parks District for the Return Developer Deed (the “*Acceptance Certificate*”, which along with the Return Developer Deed and Return Developer Deed Affidavit shall be known herein as the “*Return Developer Deed Documents*”)

Upon the recordation of the District Deed and the Termination in the Official Records in accordance with Sections I and II above and Escrow Holder’s receipt of the Return Developer Deed Documents, Escrow is hereby instructed to (a) determine that all of the Return Developer Deed Documents are complete in all respects, including the attachments; (b) review all of the Return Developer Deed Documents that contain a legal description of the Well Site and such other properties as applicable, and determine that each legal description is correct; (c) determine that all of the Return Developer Deed Documents are dated, duly executed, and notarized where applicable; (d) determine that the Return Developer Deed (with Acceptance Certificate) is in recordable form and will be accepted by the County Recorder for recordation in the Official Records; (e) determine that all of the Return Developer Deed Documents are sufficient to fulfill the requirements of the instructions set forth in this Section III and any instructions you receive from the Parks District, and that no other documents, instruments or agreements are required to fulfill the requirements of such instructions; and (f) if subsections (a) – (e) have been completed, immediately record the Return Developer Deed in the Official Records.

Once the Return Developer Deed has been recorded in the Official Records, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded Return Developer Deed to the following parties:

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

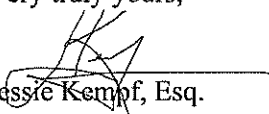
IV. ORIGINAL DOCUMENTS.

Once the District Deed, the Termination, and the Return Developer Deed have all been recorded in the Official Records, please deliver the originals of such documents to the following address:

Best Best & Krieger
Attention: Albert Maldonado, Esq.
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761

Please execute this instruction letter in the space provided below to confirm you can comply with the foregoing instructions and return a PDF of your signature to me via email today. Thank you for your assistance.

Very truly yours,


Jessie Kempf, Esq.

Cc: Gregory Newmark, Esq., Albert Maldonado, Esq., Jonathan Rainford, Amy B. Carbins, Esq., Emily Campo, Esq., Brian Rupp, David Graves, Terri Hovdestad, Michelle Flores, Stevan J. Gromet, Esq., Mickey Adkinson, Esq.

THE UNDERSIGNED AGREES TO ACT PURSUANT TO THE INSTRUCTIONS ABOVE:

FIRST AMERICAN TITLE INSURANCE COMPANY

Escrow Officer

Dated: _____, 2022

Title Officer

Dated: _____, 2022

Exhibit "A"

Form of Termination of Water Rights Agency Agreement

[Attached]

WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 407-210-001, 407-210-002, 407-210-004, 407-200-009, 407-200-011 and 407-200-012

TRA: 056-014

DOCUMENTARY TRANSFER TAX: \$ -0- (no consideration). The termination herein is being recorded to release interests in a water rights agency agreement, and is not a change in ownership under §63 of the California Revenue and Taxation Code.

Signature of declaring party

TERMINATION OF WATER RIGHTS AGENCY AGREEMENT

THIS TERMINATION OF WATER RIGHTS AGENCY (this "*Termination*") is made as of _____, 2022 (the "*Effective Date*"), by I10 LOGISTICS OWNER, a Delaware limited liability company ("*I10 Logistics*"), BEAUMONT-CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION, a California public benefit organization ("*Foundation*"), and BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district of the State of California ("*District*", along with I10 Logistics and Foundation, the "*Parties*", and each a "*Party*").

RECITALS

A. Reference is hereby made to that certain *Water Rights Agency Agreement* recorded in the Official Records of Riverside County (the "*Official Records*") as Instrument No. 2021-0000372 (the "*Agency Agreement*"), between I10 Logistics and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership, as "Owner", which successors include (i) the Foundation, which currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) the District, which currently holds fee title to the remainder of the land that is subject to the Agency Agreement. Terms used but not defined herein shall have the meaning given in the Agency Agreement.

B. The Parties hereby wish to terminate the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein and in the Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Termination. The Agency Agreement is hereby terminated.
2. Entire Agreement. This Termination is the final expression of the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3. Successors and Assigns. This Termination and any rights created hereby shall inure to the benefit of the successors and assigns of the Parties.

4. Governing Law. The parties expressly agree that this Termination shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page(s) Attached]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

“I10 LOGISTICS”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF ORANGE)

On _____, 2022, before me, _____, Notary Public, 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)

Recorded at request of and return to:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

[This instrument is for the benefit of the Beaumont-Cherry Valley Recreation & Park District, and is entitled to be recorded without fee. (Gov. Code, § 27383)]

(Space above this line reserved for Recorder's use)

APN: 407-200-011 (portion)
TRA: 056-014

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax: \$0 *"Governmental agency acquiring title. R&T 11922."*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company ("**Grantor**"), does hereby GRANT to **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a special district of the State of California ("**Grantee**"), all that real property situated in the County of Riverside, State of California, which is described as follows ("**Property**");

The land graphically depicted on Exhibit "A" attached hereto and described on Exhibit "B" attached hereto;

together with (i) all structures, improvements, equipment and pipelines associated with the well on the Property; (ii) all rights, privileges, and easements appurtenant to the Property, including all mineral rights, rights-of-way, easements, roadways, reservations and reversions or other appurtenances used in connection with the beneficial use of the Property, including but not limited to appurtenant water rights now associated with the Property granted in that certain Judgment entitled "San Timoteo Watershed Management Authority v. City of Banning, et. al", Riverside County Superior Court Case No. RIC 389197 filed on February 4, 2004, adjudicating water rights in the Beaumont Basin; that certain Resolution 2006-02 (A Resolution of the Beaumont Basin Watermaster Recognizing the Designation of a Specific Amount of Overlying Water Rights to Specific Parcels) recorded on February 15, 2006 as Instrument 2006-0112028 in the Official

Records of the County of Riverside; and (iii) any existing rights, privileges and easements which are personal to the grantor and used in connection with the beneficial use of the Property, including all easements in gross and rights of way.

subject to (1) that certain *Grant of Easements (Road and Drainage Facilities)* by and between I10 Logistics Owner, LLC, a Delaware limited liability company, and TSG Cherry Valley, L.P., a Delaware limited partnership, dated as of December 31, 2020 and recorded in the Official Records on December 31, 2020 as Instrument No. 2020-0672144; and (2) all other covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record and/or apparent by inspection or survey (collectively, the “**Existing Encumbrances**”);

provided, that Grantor intends that this Grant Deed will not become effective, and this Grant Deed shall not become effective, until its recordation in the Official Records of the County.

The intent of this Grant Deed is that the Existing Encumbrances not be merged with the interests of Grantor in the Property. The Existing Encumbrances are intended to survive the conveyance from Grantor and will continue to benefit the original dominant tenement.

[Signature page attached]

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company (“**Grantor**”), on the Grant Deed dated _____ 2022, to the **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a public district of the State of California (“**Grantee**”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by _____, as adopted by the Board of Directors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

GRANTEE:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a special
district of the State of California

By: _____
Duane Burk
General Manager

Exhibit "A"

Graphic Depiction of Property

[Attached]

WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 407-210-001, 407-210-002, 407-210-004, 407-200-009, 407-200-011 and 407-200-012

TRA: 056-014

DOCUMENTARY TRANSFER TAX: \$ -0- (no consideration). The termination herein is being recorded to release interests in a water rights agency agreement, and is not a change in ownership under §63 of the California Revenue and Taxation Code.

Signature of declaring party

TERMINATION OF WATER RIGHTS AGENCY AGREEMENT

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RECITALS

A. Reference is hereby made to that certain *Water Rights Agency Agreement* recorded in the Official Records of Riverside County (the "**Official Records**") as Instrument No. 2021-0000372 (the "**Agency Agreement**"), between I10 Logistics and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership, as "Owner", which successors include (i) the Foundation, which currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) the District, which currently holds fee title to the remainder of the land that is subject to the Agency Agreement. Terms used but not defined herein shall have the meaning given in the Agency Agreement.

B. The Parties hereby wish to terminate the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein and in the Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Termination. The Agency Agreement is hereby terminated.
2. Entire Agreement. This Termination is the final expression of the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3. Successors and Assigns. This Termination and any rights created hereby shall inure to the benefit of the successors and assigns of the Parties.

4. Governing Law. The parties expressly agree that this Termination shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page(s) Attached]

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

ASSESSOR'S PARCEL NUMBER
407-200-011 (portion)

SELLER/TRANSFEROR
110 Logistics Owners, LLC

BUYER'S DAYTIME TELEPHONE NUMBER
(951) 845-9555

BUYER'S EMAIL ADDRESS
duane@bcvparks.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR
----	-----	------

YES NO Are you a disabled veteran, or the unmarried surviving spouse of a disabled veteran, who, due to a service connected injury or disease, was either rated 100% disabled or compensated at 100% due to unemployability by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Beaumont-Cherry Valley Recreation & Park District

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

390 W. Oak Valley Parkway, P.O. Box 490

CITY

Beaumont

STATE

CA

ZIP CODE

92223

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- *C. This is a transfer: between parent(s) and child(ren) between grandparent(s) and grandchild(ren).
 Was this the transferor/grantor's principal residence? YES NO
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence owned by a person 55 years of age or older. Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled. Within the same county? YES NO
- *G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency. Within the same county? YES NO
- H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- *P. This transfer is to the first purchaser of a new building containing a leased owned active solar energy system.
- Q. Other. This transfer is to Governmental agency acquiring title. R&T 11922.

*Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C: If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

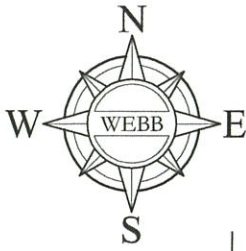
A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



PARCEL 2 OF LOT LINE
ADJUSTMENT NO. 190013
REC. 9/18/2019 AS
INST.#2019-365786, O.R.

PARCEL A-1 OF GRANT DEED
INSTR. NO. 2021-0000371
REC. 1/4/2021, O.R.

APN 407-200-012

APN 407-200-011

SAN GORGONIO PASS WATER
AGENCY EASEMENT
REC. 9/9/2003 AS
DOC.#2003-697347, O.R.

PARCEL D OF GRANT DEED
REC. 6/13/2018 AS
DOC.#2018-0238858, O.R.

DEPARTMENT OF WATER
RESOURCES EASEMENT
REC. 8/18/2000 AS DOC.
#2000-320588, O.R.



DATE: 03/31/21

TPOB
R=61.00'
Δ=107°12'31" L=114.14'

N17°37'09"E 50.00'

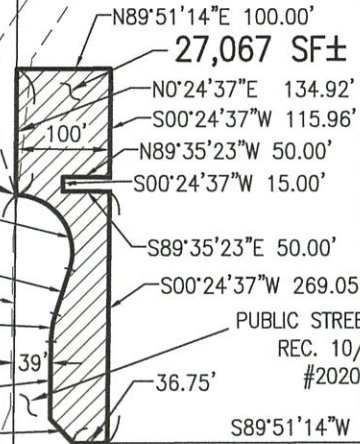
N00°24'37"E 329.10'

R=100.00'
Δ=17°12'31" L=30.03'

N00°24'37"E 82.09'

N42°35'58"W 35.55'

POC
SW COR. OF THE
NW 1/4 OF SEC. 29



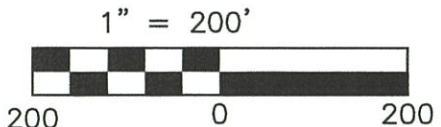
NW 1/4 SEC. 29
RS 66/75

COUNTY OF
RIVERSIDE

PUBLIC STREET & UTILITY EASEMENT
REC. 10/29/2020 AS DOC.
#2020-0499734, O.R.

CHERRY VALLEY BOULEVARD

CITY OF
BEAUMONT



SEC. 29, T2S, R1W, S.B.M.



WELL SITE EXHIBIT

C:\2018\18-0060\Drawings\Mapping\Legals & Plats\Well site\18-0060-V-THOMAS WELL.dwg
3/31/2021 5:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
18-0060

SCALE: 1"=200'

DRWN BY LB
CHKD BY MJ

DATE 3/31/21
DATE 03/31/21

SUBJECT: WELL SITE EXHIBIT

Exhibit "B"

Legal Description of Property

[Attached]

**WELL SITE
LEGAL DESCRIPTION**

A PORTION OF PARCEL A-1 AS DESCRIBED BY GRANT DEED RECORDED JANUARY 4, 2021 AS DOCUMENT NO. 2021-0000371, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, LYING WITHIN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 66 OF RECORDS OF SURVEY, AT PAGE 75, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 00°24'37" EAST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 329.10 FEET FOR THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°24'37" EAST, A DISTANCE OF 134.92 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89°51'14" EAST, A DISTANCE OF 100.00 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 100.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY LINE;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.96 FEET;

THENCE NORTH 89°35'23" WEST, AT A RIGHT ANGLE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°24'37" WEST, AT A RIGHT ANGLE, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°35'23" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON SAID PARALLEL LINE DISTANT EASTERLY 100.00 FEET FROM SAID WESTERLY LINE OF THE NORTHWEST QUARTER;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 269.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHERRY VALLEY BOULEVARD AS SET FORTH IN THAT CERTAIN PUBLIC STREET AND UTILITY EASEMENT RECORDED OCTOBER 29, 2020 AS DOCUMENT NO. 2020-0499734, OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH 89°51'14" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 36.75 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PUBLIC STREET AND UTILITY EASEMENT;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 42°35'58" WEST, A DISTANCE OF 35.55 FEET;
- 2) NORTH 00°24'37" EAST, A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°12'31", AN ARC DISTANCE OF 30.03 FEET;
- 4) NORTH 17°37'09" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 61.00 FEET;
- 5) NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 107°12'31", AN ARC DISTANCE OF 114.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 27,067 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION


MICHAEL E. JOHNSON, L.S. 7673

03/31/21
DATE

PREPARED BY: JB
CHECKED BY: JB

