

**FIRST AMENDMENT TO AUTHORIZATION AND COST-SHARING AGREEMENT  
(Beaumont Crossroads Conservation Easement Area)**

This First Amendment to Authorization and Cost-Sharing Agreement ("**Amendment**") is entered into by and between BEAUMONT CROSSROADS LOGISTIC II PARK ASSOCIATION, a California non-profit mutual benefit corporation ("**BCL**"), and the City of Beaumont, a general law city ("**City**").

**Recitals**

A. LASSEN DEVELOPMENT PARTNERS, LLLP, a Delaware limited liability limited partnership ("**Lassen**"), and MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company ("**MPLD**") entered into that certain Authorization and Cost-Sharing Agreement ("**Original Agreement**") executed in or about February, 2020, concerning that certain Habitat Mitigation and Monitoring Plan dated September 1, 2016 ("**HMMP**"). The Original Agreement, as amended by this Amendment is sometimes referred herein as the "**Agreement.**"

B. Lassen agreed in the Original Agreement to appoint MPLD as its agent to satisfy the conditions relating to (i) the conservation easement, (ii) the restoration planting work on a portion of the Retained Parcel (APN 424-010-007) located to the north of 4th Street as required by the HMMP and (iii) any other requirements that may be imposed under the HMMP ("**HMMP Requirements**");

C. Since entering into the Original Agreement, the Overall Property, as defined in the Original Agreement, has been developed as an industrial warehouse project, and (i) BCL has acquired from MPLD title to land consisting of approximately 19.97 acres designated Assessor's Parcel Numbers 424-010-015 and 424-010-018 ("**015**" and "**018,**" respectively), and (ii) the City is acquiring from Lassen approximately 6.26 acres designated as Assessor's Parcel Number 424-010-007 ("**007**").

D. The City of Beaumont and Lassen executed that certain Donation Agreement whereby the City has the right to acquire 007 and desires to accept the liability for satisfying such HMMP Requirements with respect to 007 only. The HMMP runs with the land and, hence, upon the City's acquisition of 007, City will join BCL as a party responsible for complying with the HMMP Requirements. At such time, neither MPLD nor Lassen will have further responsibility for the HMMP Requirements. To the extent not already assigned, MPLD and Lassen have executed assignments of the Original Agreement to BCL and the City, respectively, in Section 14 of this Amendment.

E. The HMMP Requirements are to be implemented by and through that certain Conservation Easement and Endowment Agreement to which the City and BCL will be parties. The Conservation Easement nor the Endowment Agreement are in final form, but draft copies of each are attached hereto as Exhibits "A" and "B".

F. Under the Conservation Easement and the Endowment Agreement, the City and BCL may be subject to joint and several liability, as expressly provided or by implication.

G. The purpose of this Amendment is to provide that as between the parties hereto, the City and BCL shall allocate liability at 24% for the City and 76% for BCL for restoration work and funding of the Endowment Agreement and that City shall accept liabilities with respect to occurrences on 007 and BCL accept liability for occurrences on 015 and 018.

NOW, THEREFORE, the parties agree as follows:

## Amendment

1. Effective Date. This Amendment shall be effective on the recordation date of the Grant Deed, transferring 007 to the City in the Official Records of Riverside County, California ("**Effective Date**").
2. Agency and Representation. Lassen, City and MPLD hereby appoint BCL as the agent and representative to satisfy the HMMP Requirements. BCL agrees to keep City informed about its progress in satisfying the HMMP Requirements, and to act with due diligence and in a commercially reasonable manner in performing its obligations under the Agreement. BCL agrees, if any issue arises that may potentially create any liability for the City, BCL will seek the advanced written approval of the City before proceeding further. City shall not have the right to terminate this representation unless BCL acts in a manner which is not within the expectation of the parties, and is contrary to terms of the HMMP.
3. Execution of Documents. At such time as the Conservation Easement and the Endowment Agreement and any other related documents required by the HMMP are reasonably acceptable to City and BCL, City and BCL agree to promptly sign (and have acknowledged if necessary) the agreements and documents after receipt.
4. Reimbursement. City agrees to pay City's Prorata Share, as defined below, of the costs incurred by BCL in satisfying the initial and ongoing HMMP Requirements, including, but not limited to, any required conservation easement maintenance endowment. BCL agrees to pay BCL's Prorata Share, as defined below, of the costs incurred by BCL in satisfying the initial and ongoing HMMP Requirements, including, but not limited to, any required conservation easement maintenance endowment. In that regard, BCL agrees to provide City with copies of all requested documents including, but not limited to, consulting and construction agreements with respect to satisfying the HMMP Requirements ("**HMMP Contracts**"). BCL agrees to keep the HMMP Contracts separate from other contracts that BCL may have with the consultants and contractors and with other business of BCL. BCL shall invoice City, no more frequently than every thirty (30) days and no less frequently than every 180 days, for City's Prorata Share of the costs incurred by BCL under the HMMP Contracts, and City shall pay such invoice to BCL within thirty (30) days after receipt. Such invoices shall contain detailed line items identifying the expenditures broken down by City's Prorata Share and BCL's Prorata Share. BCL will provide the City with any requested backup documentation upon request including but not limited to invoices, receipts, payroll records and proof of payment by BCL. As used herein, "**City's Prorata Share**" shall mean twenty-four percent (24%) and "**BCL's Pro-Rata Share**" is seventy-six percent (76%).
5. Third-Party Notification. In order for BCL to represent City with respect to the agencies in the satisfaction of the HMMP Requirements, it desires to have written authorization from City to that effect. Attached hereto as Exhibit "C" is a letter which City agrees to execute and deliver to BCL on the Effective Date.
6. Access. BCL and its consultants and contractors (and any agencies that desire to enter the site regarding the HMMP Requirements) shall have the right to enter that portion of the 007 at any time to inspect, plan, perform or construct the work to be done by them in relation to the HMMP Requirements. Such right of access shall continue until the HMMP Requirements have been completed and are approved by the appropriate governmental agencies. No prior notification of entry shall be required to be given by BCL
7. Indemnity and Hold Harmless.
  - (a) BCL shall hold harmless, protect, defend and indemnify CITY and its respective council members, public officials, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("**CITY Indemnified**")

**Party**" and collectively, "**CITY Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the BCL Property regardless of cause or (2) any Hazardous Materials or violation of Environmental Laws on the BCL Property regardless of cause, except to the extent caused by the negligence or willful misconduct of any of CITY Indemnified Parties and (3) the obligations of the BCL under the Agreement.

(b) City shall hold harmless, protect, defend and indemnify BCL and its respective officers, directors, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("**BCL Indemnified Party**" and collectively, "**BCL Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the City Property, regardless of cause, or (2) any Hazardous Materials or violation of Environmental Laws on the City Property regardless of cause except to the extent caused by the negligence or willful misconduct of any of BCL Indemnified Parties and (2) the obligations of the City under the Agreement.

(c) The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter "HCL"); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Easement.

(d) The term "**Environmental Laws**" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

8. Insurance. BCL and City shall each maintain at all times in an amount equal to the greater of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage commercial general liability insurance or such greater amount as BCL maintains on the other common areas of the common interest development which for BCL shall cover the BCL Property, and for City will cover the City Property, and naming the other party's public officials, city council, officers, managers, members, employees and agents as additional insureds. BCL and City shall each provide the other with a current valid certificate of insurance showing BCL or City, as appropriate, its public officials, city council, officers, managers, members, employees and agents as additional insureds on said policy upon request.

9. Governing Law. This Amendment and all other instruments referred to herein shall be governed by, and shall be construed in accordance with, the laws of the State of California.

10. Attorneys' Fees. The prevailing party in any action at law or in equity instituted to enforce or interpret this Amendment shall be entitled to all costs incurred in connection therewith, including, but not limited to, court costs and reasonable attorneys' fees.

11. Successors and Assigns. This Amendment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of BCL and City. BCL and City agree that, if either transfers fee title to 015, 018 or 007, there shall be a written assignment and assumption agreement of the Agreement (as modified by this Assignment) wherein the assignee agrees to assume the obligations of the assigning party hereunder, which assignment shall not release the BCL or the City of their obligations hereunder.

12. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

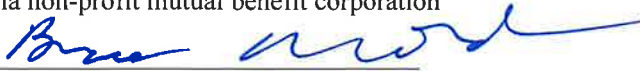
13. Covenants of Further Assurances. City and BCL each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Amendment.

14. Assignment. To the extent not already formally assigned, (i) MPLD hereby assigns the Original Agreement to BCL as of the date that BCL acquired 015 and 018, and BCL hereby accepts such assignment and assumes the obligations thereunder as of such date, and (ii) Lassen hereby assigns the Original Agreement to the City as of the date that the City acquires 017, and the City hereby accepts such assignment and assumes the obligations thereunder as of such date. If written assignments of the Original Agreement have previously been executed in conjunction with the foregoing transfers, the any conflicting provisions of those assignments shall prevail.

IN WITNESS WHEREOF, City and BCL have executed and delivered this Amendment as of the dates set forth below.

BCL:

Beaumont Crossroads Logistics II Park Association,  
a California non-profit mutual benefit corporation

By:   
Bruce McDonald, President

Date: 2/5/25

**CITY**

City of Beaumont

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

By: \_\_\_\_\_  
Elizabeth Gibbs, City Manager

Approved as to Form:

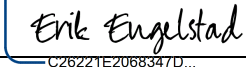
By \_\_\_\_\_  
City Attorney

**Acknowledgement of Assignment.**

MPLD and Lassen hereby execute this Amendment as to their agreement to the assignment in Section 14 (Assignment) above, and only with respect to Section 14 (Assignment) above.

**LASSEN:**

LASSEN DEVELOPMENT PARTNERS, LLLP,  
a Delaware limited liability limited partnership  
By: Lassen Development Partners GP, LLC,  
a Delaware limited liability company,  
its General Partner

By:  \_\_\_\_\_  
C26221E2068347D...

Name: Erik Engelstad


Title: Portfolio Manager

Date: 2/7/2025

**MPLD:**

MPLD II INLAND EMPIRE, LLC,  
a Delaware limited liability company

By: MPLD II REIT A,  
a Texas real estate investment trust, its sole member

By:  \_\_\_\_\_  
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Name: Lange Allen

Title: Senior Managing Director

Date: 2/10/2025

**EXHIBIT A**  
**DRAFT CONSERVATION EASEMENT**  
**[See Attached]**

RECORDING REQUESTED BY: )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 Rivers & Lands Conservancy )  
 c/o J. Matthew Wilcox, Esq. )  
 550 East Hospitality Lane, Suite 350 )  
 San Bernardino, CA 92408 )  
 )  
 With a copy to: )  
 )  
 U.S. Army Corps of Engineers )  
 Los Angeles District )  
 Attn: District Counsel )  
 915 Wilshire Boulevard, Room 1535 )  
 Los Angeles, CA 90017-3401 )  
 )

Space Above Line for Recorder’s Use Only

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT (“**Conservation Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between BEAUMONT CROSSROADS LOGISTICS II PARK ASSOCIATION, a California non-profit mutual benefit corporation (“**BCL**”) and the CITY OF BEAUMONT, a general law city (“**City**”, and collectively with BCL, “**Grantor**” or “**Owner**”), and RIVERS & LANDS CONSERVANCY, a California non-profit corporation (“**Grantee**”) (together, the “**Parties**” or individually a “**Party**”) with reference to the following facts:

**RECITALS**

A. Each Grantor is the sole owner in fee simple of the following real properties located in the County of Riverside, State of California. The property owned by BCL consists of approximately 19.97 acres and is designated Assessor Parcel Numbers 424-010-015 and 424-010-018 (“**BCL Parcels**”). The property owned by City consists of approximately 6.26 acres and is designated Assessors Parcel Numbers 424-010-007 (“**City Parcel**”). Together, the BCL Parcels and the City Parcel are referred to collectively as the “**Property**”. The Property is legally described on **Exhibit “A”** attached hereto and incorporated by this reference. Grantor intends to grant to Grantee a conservation easement over a 10.95-acre portion of the Property (the “**Easement Area**”). The Easement Area is legally described on **Exhibit “B”** and depicted on **Exhibit “B-1”** attached hereto and incorporated by this reference.

B. The Easement Area is in a predominately unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee, the United States Army Corps of Engineers (“**ACOE**”), and the people of the state of California and United States. The Conservation Easement is intended to conserve existing and restored riparian and wetland habitat

in Cooper's Creek, which (a) provides important habitat functions benefitting a variety of wildlife species, which may include lease Bell's vireo (*Vireo belli pusillus*) ("LBV") and southwestern willow flycatcher (*Empidonax trailli extimus*) ("SWFL"), (b) provides plant dispersal, water quality, and hydrologic benefits, and (c) expands and protects a local wildlife movement corridor linking the Badlands to the San Timoteo Creek area (collectively, "**Conservation Values**").

C. The granting of the Easement Area to Grantee is also intended to satisfy certain provisions of the Settlement Agreement by and among Sierra Club and Timoteo Land Investors, LLC and Timoteo Land Development dated April 10, 2017 ("**Settlement Agreement**") which requires, in part, the recordation of an additional and separate conservation easement or restrictive covenant over a portion of the Property with respect to riparian and wetland habitat within Cooper's Creek which shall remain undeveloped, designated and managed as open space in perpetuity.

D. This Conservation Easement is designed to satisfy and is granted in satisfaction of the Agency Approvals and the Settlement Agreement.

E. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with the Beaumont Logistics II Park Project ("**Project**") pursuant to requirements of the following State and Federal approvals (collectively, "**Agency Approvals**"): (1) United States Army Corps of Engineers' ("**ACOE**") Section 404 Permit No. SPL-2013-00802-JEM (the "**Section 404 Permit**"); (2) Santa Ana Regional Water Quality Control Board ("**SARWQCB**") Clean Water Act Section 401 Permit No. 322013-18 (the "**401 Permit**"); (3) California Department of Fish and Wildlife ("**Department**") Section 1603 Streambed Alteration Agreement No. 1600-2012-0136-R6 (the "**Section 1603 SAA**"), (4) the Conceptual Habitat Mitigation and Monitoring Plan for Impacts to Areas within the Jurisdiction of the United States Army Corps of Engineers, dated September 1, 2016, prepared by Glenn Lukos Associates ("**HMMP**"), and (5) the Long Term Management Plan for Hidden Canyon, dated May 31, 2016, and prepared by Glenn Lukos Associates ("**LTMP**"). The ACOE, SARWQCB and Department are sometimes referred to herein as an "**Agency**" and collectively the "**Agencies**".

F. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3 and Government Code 65965. Specifically, Grantee is a tax-exempt non-profit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary purpose the preservation of land in its natural, scenic, forested or open space condition or use.

G. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act and is a third-party beneficiary of this Conservation Easement.

H. The SARWQCB is the regional agency charged with protecting the quality of waters by formulating and adopting water quality plans for specific ground or surface water bodies, and by prescribing and enforcing requirements on domestic and water discharges pursuant to Section 401 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.



I. The Department is the State agency charged with regulatory authority over conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Section 1603 of the California Fish and Game Code, and is a third party beneficiary of this Conservation Easement.

J. Concurrently with the execution and delivery of this Conservation Easement, Developer and Grantee will be executing an Endowment Agreement (“**Endowment Agreement**”), subject to prior written approval of the ACOE, pursuant to which Developer will provide the following sums to Grantee:

(a) One Hundred Twenty-Two Thousand Four Hundred Forty-Six Dollars (\$122,446.00) (“**Initial Financial Requirement**”), which Initial Financial Requirement is for the purpose of reimbursing Grantee for its cost and expenses incurred in connection with its acceptance of the Conservation Easement, and for fulfilling certain of Grantee’s obligations under this Conservation Easement for up to the first three (3) years following the date of this Conservation Easement.

(b) Six Hundred Seventeen Thousand Three Hundred Eighty-Nine Dollars (\$617,389.00) (“**Maintenance and Monitoring Endowment**”). The Maintenance and Monitoring Endowment is for the purpose of fulfilling Grantee’s obligations under this Conservation Easement.

### **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and the state of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area, together with access easements to access the Easement Area, as set forth herein.

#### **1. Purpose.**

(a) The purposes of this Conservation Easement are to (i) ensure the Easement Area will be managed and preserved in a natural condition in perpetuity and (ii) prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (the “**Purpose**”). Grantor intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with this Purpose, including without limitation, those involving the preservation and enhancement of native species and their habitats.

(b) If a controversy arises with respect to the present natural condition of the Easement Area, Grantor, Grantee, the Agencies or any of their designees or agents shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

2. **Grantee’s Rights.** To accomplish the Purpose of this Conservation Easement, Grantor, its successors and assigns hereby grant and convey the following rights to Grantee. These

rights, without obligation, are also granted to the ACOE.

(a) To preserve and protect the Conservation Values of the Easement Area;

(b) Access for ingress and egress over the Property for the purpose of entering upon the Easement Area to exercise any right allowed or duty required pursuant to this Conservation Easement. If at any time Grantor installs fences, gates or any other type of obstruction that would prevent access to the main entrance to the Project or to any portion of the Easement Area, Grantee shall have the right to use such gates or any other type of access entrance (“**Gates**”) to the Easement Area to perform any of its duties or protect any of its rights with respect to the Easement Area. The Grantor shall provide a set of reproducible keys or access code(s) to the Gates to the Grantee without charge. If the lock(s) or access code(s) to the Gates are replaced, the Grantor shall provide a new set of reproducible keys or access code(s) to the Gates to the Grantee without charge within seven (7) days of replacement of such lock(s) or access code(s). In no event will Grantee be obligated to maintain, repair, or replace fences or Gates;

BCL hereby represents and warrants that it has an access over the Association's "Common Area" (the “**MPLD Easement**”), which is the property immediately to the west of the Easement Area, and which is owned by MPLD II Inland Empire KRB, LLC, a Delaware limited liability company (“**MPLD**”), pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Beaumont Crossroads Logistics II Park recorded on December 28, 2020, as Document No. 2020-0524170, Official Records of Riverside County, California. BCL further represents and warrants that it has the right to grant such rights to Grantee. Accordingly, BCL hereby grants to Grantee in perpetuity the right to utilize BCL's existing access rights to the Easement Area for the purposes set forth in this Conservation Easement. Such MPLD Easement shall be used for ingress and egress only; no parking is permitted on the MPLD Easement.

BCL, and its successors and assigns, shall hold harmless, protect, defend and indemnify the Grantee Indemnified Parties (as hereinafter defined) from and against any and all Claims arising from or in any way connected with RLC’s use of the MPLD Easement.

(c) To enter upon the Property and Easement Area at reasonable times in order to fulfill its obligations hereunder, to monitor compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research, educational and interpretive purposes by Grantee or the ACOE, provided that neither Grantee nor the ACOE shall unreasonably interfere with Grantor’s authorized use and quiet enjoyment of the Property;

(d) To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement;

(e) To require that all mineral, air, and water rights as Grantee or ACOE deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the Purpose of this Conservation Easement;

(f) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, Property, nor any other property adjacent or otherwise;

(g) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

(h) The right to conduct Habitat Management and Monitoring activities consistent with the LTMP. Habitat Management and Monitoring activities shall not conflict with the preservation of the Conservation Values of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements (including those permits issued by ACOE acting in its regulatory capacity).

3. **Prohibited Uses.** Any activity on or use of the Easement Area that is inconsistent with the Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Easement Area:

(a) Introduction of nuisance water onto the Easement Area, such as any drainage or overflow, including, but not limited to, water from pools, aquariums, waterbeds, and fountains where the overflow results from failure to promptly repair and stop the overflow; supplemental watering; except for the natural drainage of rainfall, and water related to Grantor's habitat management activities described in Section 6 or Grantee's habitat management activities described in Section 2;

(b) Use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents or weed abatement activities, except for weed abatement activities necessary to control or remove invasive, exotic plant species in accordance with Subsection 5(d) or Subsection 6(g);

(c) Incompatible fire protection activities except fire prevention activities set forth in Subsection 6(c);

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(g) Residential, commercial, retail, institutional, or industrial uses or structures;

(h) Any legal or de facto division, subdivision or partitioning of the Easement Area, including a request for a certificate of compliance pursuant to the California Subdivision Map Act (California Government Code Section 66499.35);

(i) Construction, reconstruction, expansion, location, relocation, installation or placement of any building, road, wireless communication cell towers, or any other structure or improvement of any kind, or any billboard, fence, gate, boundary marker or sign, except signs permitted in Subsection 6(i) and fencing and walls permitted in Subsection 4(a);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, introducing, or dispersing non-native or exotic plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purposes;

(m) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, flood control work, or paving or otherwise covering any portion of the Easement Area;

(n) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Subsection 6(c), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, or (4) activities described in Sections 2, 5-6 herein. In the event that activity on the Easement Area is necessary to prevent or treat disease as listed herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the agency with authority determines that no other methods will address the problem. Removal of vegetation to prevent or treat disease shall only be allowed if chemical or biological methods have failed to resolve the problem or upon a showing that removal of vegetation is required on an emergency basis;

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(p) Creating, enhancing, and maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression), or other activities that could constitute fuel modification zones;

(q) Without the prior written consent of Grantee and ACOE, which Grantee and ACOE may each withhold, transferring, encumbering, selling, leasing, or otherwise separating

the mineral, air, or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area;

(r) Creation of any encumbrance superior to this Conservation Easement, other than those encumbrances set forth in **Exhibit “C”** hereto, or the recording of any involuntary lien (which is not released within thirty calendar days), or the granting of any lease, license or similar possessory interest in the Easement Area which will affect the Conservation Values of the Easement Area;

(s) Any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the use or activity in question; and

(t) Any and all other activities and uses which may adversely affect the Conservation Values of Easement Area or otherwise interfere with the Purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, in consultation with and written approval of the ACOE, may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (2) alterations in existing uses or structures, are consistent with the Purpose of this Conservation Easement.

4. **Grantor’s Duties.** To accomplish the Purpose of this Conservation Easement as described in Section 1 above, Grantor shall:

(a) Undertake all obligations pursuant to the Agency Approvals; this obligation is continuing and nontransferable, and shall be an obligation of both Grantor and any owner of the Property, from time to time. Grantor shall provide Grantee with copies of all its reports to the Agencies including, without limitation, annual reports, and requests for Agency sign-off (whether partial or final). Grantor shall provide written notice to Grantee at such time as Grantor has obtained final approvals from Agencies confirming that it has completed all obligations of the Agency Approvals (“**Agency Sign Off Notice**”). Such Agency Sign Off Notice shall be sent to Grantee via certified mail, and shall indicate in bold conspicuous type “Agency Sign off Notice”. The Agency Sign Off Notice shall not be given until all Agencies have provided final sign off and approval for all Agency Approvals;

(b) Undertake all reasonable actions to prevent the unlawful entry and trespass onto the Easement Area using all reasonable methods available to Grantor including City code enforcement, and local law enforcement.

(c) Install and maintain boundary markers identifying the boundary of the Easement Area, at least every two hundred feet (200') around the Easement Area.

(d) Provide and maintain a properly graded driveway to access the Easement Area from Fourth Street, as shown on **Exhibit "D"**, attached hereto;

(e) Install and maintain a gate preventing unauthorized vehicular access at the temporary driveway on Fourth Street, in the location designated on **Exhibit "D"**;

(f) Install and maintain signage saying "Natural Space Open Space", "Protected Natural Area", or similar descriptions, in locations approved by Grantee;

(g) Cooperate with Grantee in the protection of the Conservation Values;

(h) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;

(i) Within fifteen (15) days after any request from Grantee, Grantor shall (a) request the removal by law enforcement of any transient encampments within the Easement Area, (b) to the extent legally possible, remove transient trash and debris from the Easement Area and (c), not more frequently than monthly, remove all other trash and man-made debris from the Easement Area, excepting therefrom the Minor Trash Removal conducted by Grantee in accordance with Section 5(g); and

(j) Be obligated to repair, remediate, or restore the Easement Area damaged by any activities herein for which it is responsible. Such restoration shall be conducted in compliance with a restoration plan prepared by a qualified Biological Monitor (defined below), and approved by Grantee and ACOE. At Grantee's option, either: (i) Grantor shall undertake such restoration pursuant to the restoration plan, and under Grantee's supervision, or (ii) Grantee shall undertake the restoration. Grantor shall be responsible for any costs incurred by Grantee pursuant to either (i) or (ii), as hereinafter provided. Grantee's costs shall include: (i) Grantee's staff time (at its then billed rate); and (ii) all out-of-pocket costs incurred by Grantee, including legal fees and fees of other consultants. Upon completion of restoration as specified in the approved restoration plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor and ACOE within thirty (30) days of completion of restoration activities. Grantee and the Biological Monitor shall sign the monitoring report. The monitoring report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance in accordance with the approved restoration plan, and corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

(k) The term “**Biological Monitor**,” as referenced in the preceding paragraph, shall mean an independent third-party consultant with successful restoration experience and knowledge of aquatic resources in the San Bernardino-Riverside County area and expertise in the field of biology or a related field.

(l) Notwithstanding the grant of this Conservation Easement, Grantor shall continue to be responsible for performing all responsibilities and obligations associated with property ownership, excepting only those specific obligations assumed by Grantee herein. Without limiting the generality of the foregoing, Grantor shall be responsible to maintain all designed, engineered, constructed and/or modified manufactured slopes, fill, cuts, berms, and banks adjacent to, within, or on the Property. Grantee shall bear no responsibility for such improvements or substructure, or for any liability resulting therefrom.

5. **Grantee’s Duties.** To accomplish the Purpose of this Conservation Easement as described in Section 1, Grantee shall:

(a) Prepare a baseline survey and report documenting the condition of the Easement Area (“**Baseline Report**”), which Baseline Report shall be prepared prior to the recordation of this Conservation Easement. Grantee shall provide a copy of the Baseline Report to Grantor, and Grantor shall attest to the accuracy of the information by dating and signing the Baseline Report before the Baseline Report is provided to the ACOE. Such Baseline Report shall document the Conservation Values, public benefits, and conditions that relate to this Conservation Easement’s restrictions and reserved rights, including written descriptions along with related maps and photographs. Such Baseline Report shall also provide a full property description, including background information that relates to this Conservation Easement, the location of the Conservation Easement, easement maps that contain the Conservation Easement boundaries, and shall establish, map, and provide photo points;

(b) Perform semi-annual compliance inspections of the Easement Area each year to document site conditions and to identify any activity or use that is inconsistent with the purpose of this Conservation Easement (“**Field Survey**”). During such semi-annual Field Survey, Grantee will document the site conditions necessary to perform its habitat management activities, including but not limited, to the presence and location of invasive plant species. Grantee will document the status of access control features (e.g., signage, fencing and Gates), as well as the existing site conditions, changes in site conditions, identify if any uses prohibited under the Conservation Easement have occurred, visit photo points and take photos, and arrange for corrective actions, as necessary. Grantee shall retain relevant documents relating to such Field Surveys, notify Grantor within one (1) week of any such Field Survey of any conditions that require corrective measures, and will arrange for follow-up surveys to be conducted, as needed, to review and address management issues;

(c) Prepare an annual report summarizing activities undertaken during the preceding year, including the Field Survey (“**Annual Report**”). Such Annual Report will describe the conditions of the Easement Area, describe changes in site conditions, and describe uses prohibited under the Conservation Easement. The Annual Report will identify any problems or

management issues, any remedial or adaptive management actions taken, and identify an annual work plan for the following year. It will include photos, maps and other relevant exhibits. Grantee will provide a copy of the Annual Report to Grantor and ACOE. Grantee shall store materials including field notes, photos, photo location maps, and maps of site conditions;

(d) Every five (5) years, prepare a detailed maintenance report (“**5-Year Maintenance Report**”) that includes a summary of habitat management and monitoring activities over the prior five-year period, including those activities from the Annual Reports, site photographs, corrective actions, and adaptive management recommendations.

(e) On a semiannual basis, conduct habitat maintenance activities to control invasive and exotic plant species by herbicide application or other site appropriate control method consistent with the LTMP, as described below. During the Field Survey the location and extent of invasive and exotic plant species will be identified, mapped, and scheduled for control by a qualified herbicide applicator. Control is recommended to occur outside of the general bird-nesting season; therefore, control is recommended between September 1<sup>st</sup> and February 15<sup>th</sup>. Control may occur during the bird-nesting season if a pre-work nesting bird survey is performed indicating nesting birds are absent. In general, all invasive and exotic plant species will be controlled. Focus will be on plants listed as invasive on the California Invasive Plant Council (Cal-IPC) Lists as an A1, A2, or have an invasiveness rating of “A” or “B” and on any new or unusual non-native plant that recruits onsite. Less invasive or innocuous weeds not listed on the Cal-IPC A-B list will be controlled as to not diminish habitat quality or degrade the Conservation Values.

(f) Conduct a cowbird (*Molothrus ater*) trapping and removal program in order to reduce potential nest parasitism of LBV, SWFL, or other native bird species. Grantee will retain a permitted wildlife biologist (e.g. Santa Ana Watershed Association) to operate one cowbird trap every other year. The program will continue every two years, for a minimum of ten years, with annual reports submitted to U.S. Fish and Wildlife Service (USFWS). At the conclusion of the 10 years, a final report, including documentation of success and recommendations for future trapping needs, if necessary, will be submitted to USFWS.

(g) During each Field Survey, Grantee will collect and remove small items of litter and wind-blown debris, by hand (“Minor Trash Removal”). To the extent that Grantee identifies other items of trash and debris, Grantee will provide notice to Grantor, and Grantor will remove such items as needed;

(h) Subject to an Endowment Agreement approved in writing by the ACOE, set aside, hold, invest and disburse the Maintenance and Monitoring Endowment funds in trust solely for the purposes of preserving the Conservation Values of the Easement Area under this Conservation Easement in perpetuity;

(f) Have a fiduciary duty to ensure the Maintenance and Monitoring Endowment held in trust for the Easement Area is properly managed in accordance with the terms of the approved Endowment Agreement; and

(g) Obtain any applicable governmental permits and approvals for any



activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirement.

(h) Be obligated to repair, remediate, or restore the Easement Area damaged by any activities herein for which it is responsible. Such restoration shall be conducted in compliance with a restoration plan prepared by a qualified Biological Monitor (defined below) and approved by the ACOE. Upon completion of restoration as specified in the approved restoration plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor and the ACOE within thirty (30) days of completion of restoration activities. Grantee and the Biological Monitor shall sign the monitoring report. The monitoring report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance in accordance with the approved restoration plan, and corrections recommended and implemented.

(i) Notwithstanding anything to the contrary contained herein, Grantee shall have no obligation to expend any monies other than the interest, gains, or other earnings, additions and appreciation thereon, accrued on the Maintenance and Monitoring Endowment funds (“**Earnings**”), to satisfy its obligations under this Conservation Easement.

6. **Reserved Rights**. Grantor reserves to itself, and to its representatives, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) **Access**. Reasonable access through the Property and Easement Area to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement. The Grantor's rights to the Easement Area is limited to a right of possession that does not include any physical use or access to the Easement Area except to fulfill its obligations hereunder and as set forth in this section, notwithstanding the ownership of the underlying parcel, fee title, or any other property interest. Access by the public is in direct conflict with the Purpose of this Conservation Easement and thus shall not be permitted.

(b) **Fire Protection**. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, provided that in the event of an emergency situation, Grantor or its successors and assigns shall provide notification to Grantee that it intends to enter on the Easement Area immediately to perform emergency work, and shall timely restore any damage to the Easement Area that may occur as a result of any such emergency work. All other brush management activities, activities prohibited by Subsection 3(p), or other fire prevention measures suggested by the fire department shall be limited to areas outside the Easement Area.

(c) Hazardous Substances or Conditions. The rights, subject to prior consultation with the Grantee, to inhabit, work upon, ingress to, pass over, and egress from the Easement Area as necessary to remove and/or remediate hazardous substances or conditions. The rights reserved by this Subsection 6(c) do not relieve Grantor of any legal requirements to obtain prior permit authority from ACOE or other government authority with jurisdiction over any waters or land within the Easement Area.

(d) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Conservation Values of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

## 7. Enforcement.

(a) Right to Enforce. The ACOE shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section 7 are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein.

(b) Notice of Violation. In the event that a Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or ACOE demand the cure of such violation. In such a case, the non-violating Party and/or ACOE shall issue a written notice to the violating Party (hereinafter “**Notice of Violation**”) informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and ACOE listed under Section 15 of this Conservation Easement.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or ACOE, as the case may be, for review and approval (which approval shall not be unreasonably withheld, conditioned, or delayed) a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the Notice of Violation, it shall issue a written notice of such dispute (hereinafter “**Notice of Dispute**”) to the appropriate Party and/or ACOE within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Subsection 7(c), above, or Subsection 7(e)(2), below, the non-violating Party and/or ACOE may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or ACOE may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, ACOE shall be consulted.

(2) Enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Pursue and obtain other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (1).

(4) Otherwise enforce this Conservation Easement.

(e) Notice of Dispute.

(1) If the violating Party provides the non-violating Party and/or ACOE with a Notice of Dispute, as provided herein, the non-violating Party and/or ACOE shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or ACOE receive the Notice of Dispute. The non-violating Party and/or ACOE shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or ACOE is appropriate in light of the violation.

(2) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or ACOE determine that a violation has occurred, the non-violating Party and/or ACOE shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or ACOE for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "**Active Notice(s) of Violation**") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "**Notice of Conflict**") to the non-violating Party and/or ACOE issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the

appropriate non-violating Party and/or ACOE within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or ACOE, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Subsection 7(c) above. Notwithstanding Subsection 7(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Subsection 7(d) and Subsection 7(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(g) Immediate Action. Notwithstanding anything contained herein to the contrary, in the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the Party and/or ACOE seeking enforcement pursuant to Subsection 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law. The non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Subsections 7(c) and 7(e)(1). The rights of the non-violating Party and/or ACOE under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement.

(h) Injunctive Relief. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and ACOE shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*

(i) Costs of Enforcement.

(a) Third Party Costs. Any out of pocket costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, legal fees, costs of suit, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party

**(“Enforcement Costs”).**

(b) Grantee’s Costs. In the event that Grantee is the Party exercising its right to enforce the terms of this Conservation Easement, in addition to the Enforcement Costs, Grantor shall also reimburse Grantee for all of Grantee’s staff time, based upon its standard hourly rate at the time of such violation (collectively with the Enforcement Costs, **“Grantee’s Costs”**). In the event that Grantor fails to pay Grantee’s Costs to Grantor within thirty (30) days of a demand by Grantee, Grantee’s Costs shall thereafter bear interest at the greater of: (a) the Prime Rate as published by Bank of America, plus 2%, or (b) the maximum amount allowed pursuant to California law.

At Grantee’s election, Grantee shall have the option to require that Grantor advance Grantee’s Costs to Grantee. Grantee shall exercise such right by notice to Grantor, together with a detailed estimate of Grantee’s Costs (**“Advanced Amount”**), such amount not to exceed the Grantee’s Costs for the following ninety (90) days. Grantor shall pay the Advanced Amount to Grantee, within thirty (30) days of the receipt of a demand from Grantee. Grantee shall deposit such Advanced Amount into a separate bank account, and shall have the right to draw down and pay itself from the Advance Amount, as Grantee’s Costs are incurred. In the event that Grantee’s Costs exceed the Advanced Amount, Grantor shall pay the balance to Grantee, within thirty (30) days of a demand which includes a detailed statement of the Grantee’s Costs actually incurred with backup information, including invoices, receipts and payroll records. If the event that the actual Grantee’s Costs are less than the Advanced Amount, Grantee shall reimburse Grantor for any sum remaining following the completion of such enforcement action. Payment of the Advanced Amount shall not be construed to limit Grantor’s obligations hereunder to pay all of Grantee’s Costs.

(j) Enforcement Discretion. Enforcement of the terms of this Conservation Easement by a Party and/or ACOE shall be at the discretion of the Party and/or ACOE, and any forbearance by such Party and/or ACOE to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement shall not be deemed or construed to be a waiver by the non-violating Party or ACOE of such term or any other term of this Conservation Easement. Nor shall such forbearance be deemed or construed to be a waiver of any rights of a non-violating Party or ACOE to enforce the terms of this Conservation Easement in the case of any subsequent breach of the same or any other term of this Conservation Easement. No delay or omission by the non-violating Party or ACOE in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(k) Acts Beyond Grantor’s Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantor’s control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes;

provided that once the emergency has abated, Grantor, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area for damage caused by Grantor's action to the condition it was in immediately prior to the emergency;

(3) Acts by Grantee, or its employees, directors, officers, agents, contractors, or representatives, or the ACOE or its employees; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(l) Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, its successors or assigns to bring any action against Grantee, its successors or assigns for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes, provided that once the emergency has abated, Grantee, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area for damage caused by Grantee's actions to the condition it was in immediately prior to the emergency;

(3) Acts by Grantor or its employees, directors, officers, agents, contractors, or representatives, or ACOE; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(m) Use of Maintenance and Monitoring Endowment. If a court of competent jurisdiction determines that there has been a violation of any term of this Conservation Easement:

(1) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to pay damages awarded as part of the judgment;

(2) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to restore the Easement Area to the condition in which it existed prior to the violation; and

(3) In lieu of recovering monetary damages against Grantee from any source, ACOE may direct the role of Grantee and related management responsibility to a new entity, which shall be qualified entity to hold and manage mitigation property pursuant to California Government Code section 65965 et seq.

8. **Access.** This Conservation Easement does not convey a general right of access to the public or a general right of access to the Easement Area.

9. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Easement Area. Grantor agrees that neither Grantee nor ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance (except those duties pursuant to Section 5) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor and Grantee remain responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement including those required from the ACOE acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

10. **Hold Harmless.**

(a) Grantor shall hold harmless, protect, defend and indemnify ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (“**ACOE Indemnified Party**” and collectively, “**ACOE Indemnified Parties**”) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence or willful misconduct of any of the ACOE Indemnified Parties; (2) the obligations specified in Sections 4, 5, 9 and 11; and (3) the existence or administration of this Conservation Easement.

(b) Grantor, and its successors and assigns shall hold harmless, protect, defend and indemnify Grantee and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (“**Grantee Indemnified Party**” and collectively “**Grantee Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property regardless of cause, except to the

extent caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any Claim to which the indemnification in this Subsection 10(b) applies, then at the election of and upon written notice from the Grantee Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or, if Grantee so elects, reimburse the Grantee Indemnified Party for all expenses (including, without limitation, reasonable attorneys' and experts' fees) incurred in defending the action or proceeding.

(c) **Taxes, No Liens.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively, "**Taxes**"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and ACOE with satisfactory evidence of payment, if assessed, upon request. Grantor shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 14), including those arising out any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property, including the Easement Area.

11. **Condemnation.** Pursuant to California Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Easement Area, if at all, only as provided in California Code of Civil Procedure section 1240.055. The ACOE, Department and Regional Board are public entities that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Easement Area for public use, Grantee shall provide notice to the ACOE, Department, and Regional Board, and comply with all obligations of the holder of a conservation easement under California Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j), and the location of the replacement property is subject to written approval by ACOE, Department, and Regional Board. Within six (6) months of acquiring the replacement property, Grantor shall record a conservation easement over the replacement property, in a form approved by Grantee and the ACOE prior to recordation.

12. **Assignment or Transfer of Conservation Easement, Dissolution of Grantee, and Transfer of the Property.**

(a) **Assignment or Transfer of the Conservation Easement.**

This Conservation Easement may be assigned or transferred by Grantee only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965-65968 (or any successor provision(s) then applicable) and only with the prior written approval of the Grantor and ACOE. Grantee shall give Grantor and ACOE at least sixty (60) days prior written notice of the proposed



assignment or transfer. Grantee shall record the assignment/transfer in the County of San Bernardino and include in the recorded document an updated notices provision (see Section 15, below). The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Unless otherwise agreed by Grantor, Grantee and ACOE, along with such transfer of this Conservation Easement, Grantee shall transfer any funding remaining in the Maintenance and Monitoring Endowment it is then holding for purposes of this Conservation Easement to a qualified endowment holder under California Government Code section 65965 et seq., after satisfying all outstanding contracts and obligations on those funds. Any transfer under this Section is subject to the requirements of Subsection 19(o).

(b) Dissolution of Grantee. Grantee shall immediately transfer the Conservation Easement and deliver any Maintenance and Monitoring Endowment funds it is then holding for purposes of this Conservation Easement, to an entity or other non-profit organization in accordance with Subsection 12(a), if any of the following occurs:

- (1) Grantee dissolves;
- (2) Grantee is the subject of a voluntary or involuntary petition in bankruptcy;
- (3) Grantee is unable to carry out its obligations under this Conservation Easement; or
- (4) The Grantor reasonably determines, and with the concurrence of the ACOE, that the Maintenance and Monitoring Endowment held by Grantee, or its successor entity, are not being held, managed, invested, or disbursed for conservation purposes and consistent with this Conservation Easement and legal requirements.

(c) Transfer of the Property.

(1) Grantor agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Said deed or legal instrument shall provide updated Grantor notice information as per Section 15, below. Grantor further agrees to give written notice to Grantee and the ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. In the event Grantor elects to transfer the Easement Area, Grantor shall transfer all of the Easement Area (in no event shall Grantor transfer only a portion of the Easement Area). The failure of Grantor, its successor or assign to perform any act provided in this Subsection 12(c) shall not impair the validity of this Conservation Easement or limit its enforceability in any way, and Grantor assumes any liability relating to transfer(s) or assignment(s) to bona fide purchasers without notice of the existence or terms of this Conservation Easement. Any transfer under this Section is subject to the requirements of Subsection 19(o).

(2) From and after the date of any transfer of the Easement Area by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Subsection 19(g), and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. **Additional Interests.** Grantor shall not change any existing interest or grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a “**Transfer**”) any mineral, air, or water right, or any water associated with the Property, or any other interest in the surface or subsurface of the Property, without first obtaining the written consent of Grantee and the ACOE. Grantee or ACOE may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the Purpose of this Conservation Easement or may impair or interfere with the Conservation Values of the Easement Area. This Section shall not limit the provisions of Subsections 2(e) or 3(q) above, nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Subsection 13(c) herein. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and ACOE.

14. **Notices.** All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor:                    Beaumont Crossroads Logistics II Park Association  
    c/o Affinius Capital  
    9830 Colonnade Boulevard, Suite 600  
    San Antonio, Texas 78230

And

    City of Beaumont  
    Beaumont Civic Center  
    Attn: City Manager  
    550 East Sixth Street  
    Beaumont, California 92223

And

Beaumont City Attorney  
Attn: John Pinkney, SBEMP  
74774 Highway 111  
Indian Wells, CA 92210

With a copy to: Beaumont Crossroads Logistics II Park Association  
c/o McDonald Property Group  
1140 N. Coast Highway  
Laguna Beach, California 92651

To Grantee: Rivers & Lands Conservancy  
Attn: Executive Director  
6876 Indiana Avenue  
Suite J-2  
Riverside, CA 92506

With a copy to: U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard  
Los Angeles, CA 90017-3401  
Attn: District Counsel

If the Conservation Easement is assigned, the assignment document shall update the Notices provisions.

When the underlying fee for the Easement Area is conveyed, the successor shall record a document entitled Conservation Easement/Change of Notices Provisions.

15. **Amendment.** This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of the ACOE. Any such amendment shall be consistent with the Purpose of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Grantor shall record any amendments in the Official Records of the county in which the Property is located and shall provide a copy of the amended conservation easement to Grantee and ACOE promptly upon recordation.

16. **Recordation.** Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located. Promptly following recordation, Grantee shall provide a conformed copy of the recorded Conservation Easement to Grantor and ACOE. Grantee or ACOE may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

17. **Estoppel Certificate.** Upon request, either Grantor or Grantee shall execute and deliver to the other, within fifteen (15) days after a request by either of them, an estoppel certificate, which certifies compliance with any obligation of the requesting party contained in this

Conservation Easement and otherwise evidences the status of this Conservation Easement. The parties approve of a form of Estoppel Certificate similar to the form attached hereto as **Exhibit "F"**.

18. **General Provisions.**

(a) **Controlling Law.** The laws of the United States and the state of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to accomplish the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 16.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) **Joint and Several Liability.** Each Grantor executing this Conservation Easement, and their respective successors in interest, shall be jointly and severally liable for all obligations of the Grantor contained herein.

(g) **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Property. The covenants hereunder benefiting Grantee shall also benefit the ACOE as a third-party beneficiary.

(h) **Termination of Rights and Obligations.** Except as otherwise expressly set forth in this Conservation Easement and provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property

(respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description of Property

EXHIBIT B – Legal Description and Depiction of Easement Area

EXHIBIT C – Preliminary Title Report dated November 6, 2024

EXHIBIT D – 4<sup>th</sup> Street Gate

EXHIBIT E – Present Natural Condition of the Easement Area

EXHIBIT F - Estoppel Certificate

(l) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and ACOE that it has no knowledge or notice of any Hazardous Materials (as defined further below in this Section 19(k)) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to “Property” in this Subsection 19(k) included, but are not limited to, the Easement Area.

(2) Without limiting the obligations of Grantor under Section 10 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the ACOE Indemnified Parties (defined in Section 10) from and against any and all Claims (defined in Section 10) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that this indemnification shall be inapplicable to the ACOE Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by the ACOE. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(3) Without limiting the obligations of Grantor under Section 10 herein, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties (defined in Section 10) from and against any and all Claims (defined in Section 10) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to the Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or reimburse the applicable Grantee Indemnified Party for all expenses (including, without limitation, reasonable attorneys' and experts' fees) incurred in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee or the ACOE any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "**CERCLA**"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws, as defined below; or

(iv) The right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or

(v) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(5) The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*; hereinafter "**RCRA**"); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq.*; hereinafter "**HTA**"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "**HCL**"); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "**HSA**"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable

federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

(6) The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and ACOE that Grantor’s activities upon and use of the Property will comply with all Environmental Laws.

(m) Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(n) Warranty. Grantor represents and warrants that:

- (1) Grantor is the sole owner of fee simple title to the Property;
- (2) There are no other previously granted easements existing on the Easement Area that interfere or conflict with the purposes of this Conservation Easement as evidenced by the Preliminary Report prepared by Commonwealth Title Company dated November 6, 2024, attached at Exhibit D;
- (3) The Easement Area is not subject to any other conservation easement;
- (4) There are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and the ACOE;
- (5) Grantor certifies that there are no structures or improvements existing within the Easement Area as of the date of this Conservation Easement;
- (6) The present natural condition of the Easement Area is evidenced in part by the depiction of the Easement Area attached on **Exhibit “E-1,”** showing all relevant and plottable property lines, easements, dedications, boundaries and major, distinct natural features such as waters of the United States; and
- (7) Grantor has delivered further evidence of the present natural condition to Grantee and the ACOE consisting of: (1) a color aerial photograph of the Easement Area taken on \_\_\_\_\_; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs

showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

(o) Change of Conditions. If one or more of the purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

(p) No Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and fee title to the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish this Conservation Easement, Grantor shall record a replacement conservation easement containing the same protections embodied in this Conservation Easement. The replacement conservation easement shall identify a grantee other than the fee title owner of the Property, subject to the approval of Grantee and ACOE. Grantor shall provide Grantee and ACOE with an opportunity to review the replacement conservation easement prior to its recordation.

(q) Third-Party Beneficiary. Grantor and Grantee acknowledge that the ACOE is a third-party beneficiary of this Conservation Easement with the right of access to the Property and Easement Area, the right to enforce all of this Conservation Easement's provisions, and all other rights and remedies of the Grantee under this Conservation Easement.

[Signature Page to Follow]



IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

**“GRANTOR”**

Beaumont Crossroads Logistics II Park Association,  
a California non-profit mutual benefit corporation

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

Bruce McDonald, President

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

and

CITY OF BEAUMONT

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

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

Its: \_\_\_\_\_

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement hereby is accepted by Rivers & Lands Conservancy.

**“GRANTEE”**

RIVERS & LANDS CONSERVANCY,  
a California non-profit corporation

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

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

Its: \_\_\_\_\_

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

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, \_\_\_\_\_  
(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)

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, \_\_\_\_\_  
(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)

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, \_\_\_\_\_  
(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 A**  
**to the Conservation Easement Deed**

Legal Description of Property

That portion of Land situated in the County of Riverside, State of California, being that portion of the east one half of the west one half of the northeast quarter of Section 7, Township 3 South, Range 1 West, San Bernardino Meridian, more particularly described as follows, lying with assessors Parcel No. 424-010-007, being a portion of the property, described as follows:

Commencing at the north quarter corner of said Section 7, said point being north 84° 59' 13" east, 2650.57 feet from the northwest corner of said Section 7 and south 84° 59' 13" west, 2650.57 feet from the northeast quarter of said Section 7; thence along the north line of said Section 7, north 84° 59' 13" east, 662.64 feet to the west line of said east one half of the west one half of the northeast quarter of Section 7, said point being south 84° 59' 13" west, 1987.93 feet from the northeast quarter corner of said Section 7; thence leaving said north Section 7 line and along said west line, south 00° 20' 23" east, 874.33 feet to the point of beginning.

Thence continuing along said west line of the east half of the west half of the northeast quarter of Section 7, south 00° 20' 23" east, 1797.87 feet to the southwest corner of said east half of the west half of the northeast quarter of Section 7, said point being north 85° 00' 41" east, 667.91 feet from the center of said Section 7; thence leaving said west line, and along the south line of said east half of the west half of the northeast quarter of Section 7, North 85° 00' 21" east 667.91 feet to the southeast corner of said east half of the west half of the northeast quarter of Section 7, said point being south 85° 00' 41" west, 1335.81 feet from the east quarter corner of said Section 7; thence leaving said south line and along the east line of east half of the west half of the northeast quarter of Section 7, north 00° 27' 10" west. 1494.61 feet to a non-tangent curve concave northeasterly, having a radius of 1206.00 feet, the radial to said point bears south 13° 45' 43" west; thence leaving said east line and northwesterly along said curve through a central angle of 07° 16' 56", an arc distance of 153.28 feet to a tangent line; thence leaving said curve and along said tangent line north 68° 57' 21" west, 555.08 to the point of beginning.

APN: 424-010-007

REAL PROPERTY situated in the City of Beaumont, County of Riverside, State of California, described as follows:

Parcel C as shown on that certain map entitled "Parcel Map No. 36426," recorded March 16, 2017, in Book 242 of Parcel Maps, at Page 24 through 29, inclusive, Official Records of Riverside County, California.

APNS: 424-010-015 and 424-010-018

## Exhibit B

### Legal Description of Easement Area

#### **EXHIBIT "B"**

SHEET 1 OF 8

CONSERVATION EASEMENT AREA  
"COOPER'S CREEK"

#### LEGAL DESCRIPTION

THOSE PORTIONS OF PARCELS "B" AND "C" OF PARCEL MAP NO. 36426, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 242, PAGES 24 THROUGH 29 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN AND SHOWN ON SAID PARCEL MAP NO. 36426, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THAT CERTAIN NORTHERLY LINE OF SAID PARCEL "C" SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 88° 43' 25" WEST, 815.06 FEET" ON SAID PARCEL MAP NO. 36426, DISTANT THEREON NORTH 88° 43' 25" WEST, 429.47 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM THE EASTERLY TERMINUS THEREOF;

THENCE SOUTH 38° 39' 35" EAST, 32.61 FEET;

THENCE NORTH 88° 42' 54" WEST, 38.36 FEET;

THENCE SOUTH 28° 17' 41" EAST, 30.90 FEET;

THENCE SOUTH 83° 44' 32" EAST, 7.68 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS 21.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57° 25' 55", AN ARC LENGTH OF 21.05 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 26° 18' 37" EAST, 53.28 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 10.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41° 31' 57", AN ARC LENGTH OF 7.61 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 67° 50' 34" EAST, 82.13 FEET;

THENCE SOUTH 70° 28' 56" EAST, 1.61 FEET;

THENCE SOUTH 60° 52' 45" EAST, 15.04 FEET;

THENCE SOUTH 68° 17' 48" EAST, 53.79 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS 10.50 FEET;

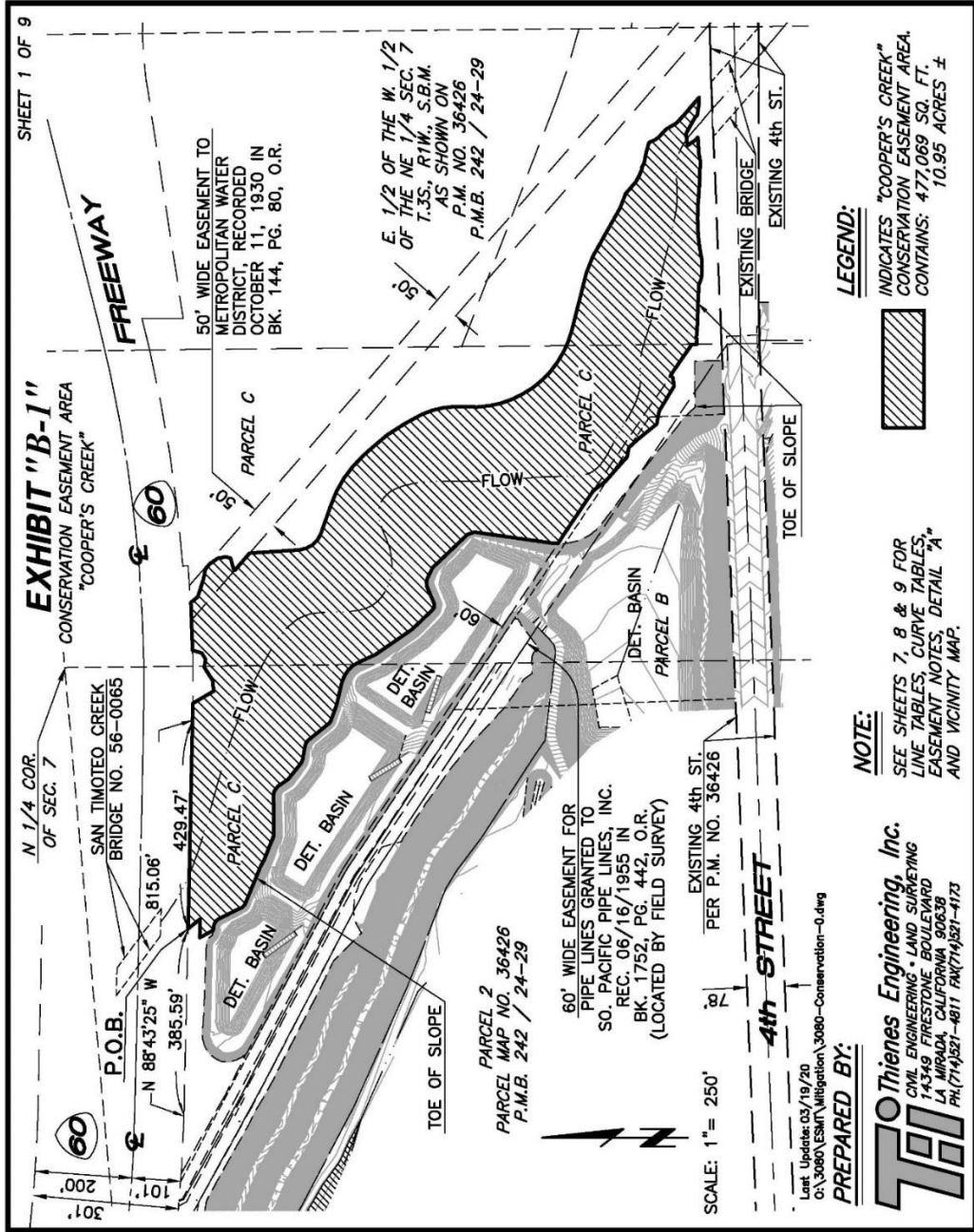
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 22' 23", AN ARC LENGTH OF 4.10 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 89° 19' 48" EAST, 80.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS 16.50 FEET;

Last Update: 03/19/20  
O:\3080\ESMT\Mitigation\3080-Conservation-1.dwg

### Exhibit B-1

### Depiction of Easement Area





**Exhibit C**  
Preliminary Title Report



Commonwealth Land Title Company  
601 S. Figueroa Street, Suite 4000  
Los Angeles, CA 90017  
Phone: (800) 432-0706

**Commonwealth Land Title Insurance Company**  
**2390 E Camelback Rd #230**  
**Phoenix, AZ 85016**

Attn: **Michael Zotika**

Our File No: 01909742  
Title Officer: Eric Gile  
e-mail: TeamGile@cltic.com  
Phone: (213) 330-3100  
Fax:

Your Reference No: 22001054

Property Address: Unincorporated Land - Beaumont, Beaumont, California

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### **AMENDED PRELIMINARY REPORT (V3)**

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Dated as of August 22, 2024 at 7:30 a.m., Amendment Date: August 29, 2024, Amendment No.: 3

In response to the application for a policy of title insurance referenced herein, Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order No: 01909742-919-EG1-EGL-3

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

### **ALTA Extended Loan Policy of Title Insurance (6-17-06)**

The estate or interest in the land hereinafter described or referred to covered by this report is:

#### **A FEE**

Title to said estate or interest at the date hereof is [vested in:](#)

**LASSEN DEVELOPMENT PARTNERS, LLLP, a Delaware limited liability company, as to Parcel 1; and**

**BEAUMONT CROSSROADS LOGISTICS PARK II ASSOCIATION, a California non-profit mutual benefit corporation, as to Parcels 2 and 3**

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

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

Order No: 01909742-919-EG1-EGL-3

**EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, SAID POINT BEING NORTH 84° 59' 13" EAST, 2650.57 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7 AND SOUTH 84° 59' 13" WEST, 2650.57 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE ALONG THE NORTH LINE OF SAID SECTION 7, NORTH 84° 59' 13" EAST, 662.64 FEET TO THE WEST LINE OF SAID EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHEAST QUARTER OF SECTION 7, SAID POINT BEING SOUTH 84° 59' 13" WEST, 1987.93 FEET FROM THE NORTHEAST QUARTER CORNER OF SAID SECTION 7; THENCE LEAVING SAID NORTH SECTION 7 LINE AND ALONG SAID WEST LINE, SOUTH 00° 20' 23" EAST, 874.33 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, SOUTH 00° 20' 23" EAST, 1797.87 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, SAID POINT BEING NORTH 85° 00' 41" EAST, 667.91 FEET FROM THE CENTER OF SAID SECTION 7; THENCE LEAVING SAID WEST LINE, AND ALONG THE SOUTH LINE OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, NORTH 85° 00' 21" EAST 667.91 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, SAID POINT BEING SOUTH 85° 00' 41" WEST, 1335.81 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 7; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, NORTH 00° 27' 10" WEST, 1494.61 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1206.00 FEET, THE RADIAL TO SAID POINT BEARS SOUTH 13° 45' 43" WEST; THENCE LEAVING SAID EAST LINE AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 16' 56", AN ARC DISTANCE OF 153.28 FEET TO A TANGENT LINE; THENCE LEAVING SAID CURVE AND ALONG SAID TANGENT LINE NORTH 68° 57' 21" WEST, 555.08 TO THE POINT OF BEGINNING.

[APN: 424-010-007](#)

[APN: 424-010-008](#)

PARCEL 2:

PARCEL C OF PARCEL MAP NO. 36426, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 242, PAGES 24](#) THROUGH 29, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM SEVENTY-FIVE PERCENT OF ALL OIL AND MINERAL RIGHTS, AS RESERVED IN DEED FROM DELBERT C. FOWLER ET AL RECORDED FEBRUARY 4, 1960, IN [BOOK 2628, PAGE 168](#) AND RE-RECORDED FEBRUARY 10, 1960, IN [BOOK 2631, PAGE 519](#), BOTH OF OFFICIAL RECORDS.

[APN: 424-010-015](#)

[APN: 424-010-018](#)

PARCEL 3:

Order No: 01909742-919-EG1-EGL-3

LOT B OF NOTICE OF LOT LINE ADJUSTMENT NO. 2021-LLA-0026, RECORDED FEBRUARY 10, 2022 AS [INSTRUMENT NO. 2022-0069270 OF OFFICIAL RECORDS](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B OF PARCEL MAP NO. 36426, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 242, PAGES 24](#) THROUGH 29, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARCEL 2 OF SAID PARCEL MAP NO. 36426, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2:

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 87°44'33" WEST 126.89 FEET;

THENCE NORTH 47°15'27" WEST 82.18 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 185.00 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID PARCEL 2;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 02°15'27" WEST 297.70 FEET;

THENCE NORTH 57°44'33" EAST 103.33 FEET;

THENCE SOUTH 82°15'27" EAST 96.99 FEET TO A POINT IN SAID EASTERLY LINE, DISTANT THEREON NORTH 02°15'27" WEST 390.63 FEET MEASURED SAID EASTERLY LINE FROM THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 02°15'27" EAST 390.63 FEET TO THE POINT OF BEGINNING.

[APN: 424-010-014](#)

[APN: 424-010-017](#)

[APN: 424-010-012](#) (PORTION)

Order No: 01909742-919-EG1-EGL-3

### **SCHEDULE B – Section A**

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Order No: 01909742-919-EG1-EGL-3

**SCHEDULE B – Section B**

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- B. Intentionally deleted
- C. Intentionally deleted
- D. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.

Tax Identification No.: [424-010-012](#) and 424-010-014

- E. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- F. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: 93-1  
For: Improvement Area No. 1 of Community Facilities District 93-1 of the City of Beaumont  
Disclosed by: Notice of Special Tax Lien  
Recording Date: December 6, 2006  
Recording No.: as [Instrument No. 2006-0895303 Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Beaumont, County of Riverside. The tax may not be prepaid.

Further information may be obtained by contacting:

City Manager  
City of Beaumont  
550 East Sixth Street  
Beaumont, California 92223  
(951) 769-8520

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.

THE FOLLOWING MATTERS AFFECT PARCEL 1:

- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Carmel Hall, Trustee Under Trusts Dated 8/12/93 and 3/16/94  
Purpose: Underground waterline  
Recording Date: September 7, 2006  
Recording No: as [Instrument No. 2006-0661909 Official Records](#)

Order No: 01909742-919-EG1-EGL-3

Affects: said land more particularly described therein

4. Matters contained in that certain document

Entitled: Grant of License, Easement and Agreement  
Dated: October 26, 2006  
Executed by: Portero Commercial, LLC, a California Limited Liability Company and CRV SC  
Beaumont Partners, L.P., a California Limited Partnership  
Recording Date: November 8, 2006  
Recording No: as [Instrument No. 2006-0823925 Official Records](#)

Reference is hereby made to said document for full particulars.

5. Matters contained in that certain document

Entitled: Access Easement  
Dated: May 1, 2007  
Executed by: CRV-STATE OF CALIFORNIA Beaumont Partners, L.P., a California Limited  
Partnership, Patty Muniain, an individual, Lockheed Martin Corporation, a  
Maryland Corporation and the County of Riverside  
Recording Date: May 3, 2007  
Recording No: as [Instrument No. 2007-0299927 Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Amendment To Access Easement  
Dated: December 20, 2019  
Executed by: Lassen Development Partners LLLP, a Delaware limited liability partnership,  
Patty Munianin, the County of Riverside, a political subdivision of the State of  
California, and Lockheed Martin Corporation, a Maryland corporation  
Recording Date: January 13, 2020  
Recording No: as [Instrument No. 2020-0015254 Official Records](#)

Reference is hereby made to said document for full particulars.

6. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public road and drainage purposes, including public utility and public services  
purposes together with incidental purposes  
Recording Date: June 2, 2016  
Recording No: as [Instrument No. 2016-0227312 Official Records](#)  
Affects: said land more particularly described therein

7. Matters contained in that certain document

Entitled: Grant Deed  
Dated: July 20, 2021  
Executed by: Lassen Development Partners LLLP, a Delaware limited liability partnership  
Recording Date: August 13, 2021  
Recording No: as [Instrument No. 2021-0486428, Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCELS 2 AND 3:



Order No: 01909742-919-EG1-EGL-3

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Metropolitan Water District  
Purpose: Specific purposes  
Recording Date: October 11, 1930 in [Book 144, Page 80 of Official Records](#)  
Affects: said land more particularly described therein

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Metropolitan Water District of Southern California  
Purpose: Pole lines and necessary fixtures  
Recording Date: December 14, 1933 in [Book 148, Page 391, of Official Records](#)  
Affects: said land more particularly described therein

10. Matters contained in that certain document

Entitled: Release Agreement  
Dated: August 27, 1938  
Executed by: Hardy Maynard and Eva Maynard, his wife, and the Metropolitan Water District of Southern California  
Recording Date: September 28, 1938 in [Book 395, Page 29, of Official Records](#)

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern Pacific Pipe Lines, Inc.  
Purpose: pipe lines  
Recording Date: June 16, 1955  
Recording No: in [Book 1752, Page 442 of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

As affected by Quitclaim Deed recorded September 6, 1956 in [Book 1967, Page 146 of Official Records](#), Southern Pacific Pipe Lines, Inc. attempted to release their interest in said property to all that portion which lies outside of the 60.00 foot strip of land; said 60.00 foot strip being shown by maps purportedly attached thereto. The record does not disclose said map.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern Pacific Pipe Lines, Inc.  
Purpose: pipe lines  
Recording Date: July 27, 1955  
Recording No: in [Book 1771, Page 508 of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

As affected by Quitclaim Deed recorded September 6, 1956 in [Book 1967, Page 146 of Official Records](#), Southern Pacific Pipe Lines, Inc. attempted to release their interest in said property to all that portion which lies outside of the 60.00 foot strip of land; said 60.00 foot strip being shown by maps purportedly attached thereto. The record does not disclose said map.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California Water and Telephone Company  
Purpose: Utilities  
Recording Date: September 20, 1957 in [Book 2151, Page 67, of Official Records](#)

Order No: 01909742-919-EG1-EGL-3

Affects: said land more particularly described therein

14. Abutter's rights of ingress and egress to or from the street, highway, or freeway abutting said Land have been partially relinquished by the document,

Recording Date: June 18, 1958

Recording No: in [Book 2287, Page 470 of Official Records](#)

Affects: a portion of the Land abutting State Highway 60, as shown on the Survey.

15. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: September 5, 1958 in [Book 2328 Page 313, of Official Records](#)

Affects: Said land

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California Electric Power Company, a corporation

Purpose: Utilities

Recording Date: December 12, 1958 in [Book 2380 Page 119, of Official Records](#)

Affects: said land more particularly described therein

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Harry T. Nishi and France Nishi

Purpose: ingress and egress

Recording Date: February 1, 1968

[Recording No:](#) [9626, of Official Records](#)

Affects: the route or location of said easement cannot be determined from the record

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a corporation

Purpose: Public utilities

Recording Date: July 22, 1969

[Recording No:](#) [74172, of Official Records](#)

Affects: said land more particularly described therein

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Thomas E. Coalson, et ux

Purpose: ingress and egress

Recording Date: March 25, 1986

[Recording No:](#) [67425, of Official Records](#)

Affects: said land more particularly described therein

20. The effect of Resolution, approving the establishment of The San Gorgonio Pass Memorial Hospital District, by document recorded May 23, 1995 as [Instrument No. 165576 Official Records](#) of Riverside County, California.

Reference is hereby made to said document for full particulars.

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: William Communications, Inc. dba Vyvx, Inc., a Delaware Corporation

Purpose: communications

Recording Date: July 6, 2000

Order No: 01909742-919-EG1-EGL-3

Recording No: as [Instrument No. 2000-261584 of Official Records](#)  
Affects: A portion of said land as described therein

Matters contained in that certain document

Entitled: Final Order of Condemnation  
Recording Date: April 13, 2001  
Recording No: as [Instrument No. 2001-156404 of Official Records](#)

Reference is hereby made to said document for full particulars.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Williams Communication, LLC  
Purpose: underground communication systems  
Recording Date: May 21, 2002  
[Recording No:](#) [2002-269038, of Official Records](#)  
Affects: said land more particularly described therein

23. Matters contained in that certain document

Entitled: Easement Agreement  
Recording Date: January 22, 2013  
Recording No: as [Instrument No. 2013-0031291 of Official Records](#)

Reference is hereby made to said document for full particulars.

24. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Parcel Map 36426, in [Book 242, Pages 24](#) through 29, inclusive of Parcel Maps

Purpose: Open space  
Affects: Parcel C

Purpose: Detention basin  
Affects: Parcel B

25. Matters contained in that certain document

Entitled: Encroachment Easement  
Recording Date: April 14, 2017  
[Recording No:](#) [2017-0152425 of Official Records](#)

Reference is hereby made to said document for full particulars.

26. Matters contained in that certain document

Entitled: Statutory Development Agreement by and Between City of Beaumont and Lassen Development Partners, LLLP  
Dated: November 27, 2019  
Executed by: City of Beaumont and Lassen Development Partners, LLLP, a Delaware limited liability partnership  
Recording Date: December 17, 2019  
[Recording No:](#) [2019-0521786 Official Records](#)

Reference is hereby made to said document for full particulars.

Order No: 01909742-919-EG1-EGL-3

Matters contained in that certain document

Entitled: Assignment and Assumption of Statutory Development Agreement  
Dated: February 7, 2020  
Executed by: Lassen Development Partners, LLLP, a Delaware limited liability partnership  
Recording Date: February 10, 2020  
[Recording No: 2020-0063372 Official Records](#)

Reference is hereby made to said document for full particulars.

27. Matters contained in that certain document

Entitled: Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement  
Dated: February 4, 2020  
Executed by: Lassen Development Partners, LLLP, a Delaware limited liability limited partnership; MPLD II Inland Empire, LLC, a Delaware limited liability company; City of Beaumont  
Recording Date: February 10, 2020  
[Recording No: 2020-0063373 Official Records](#)

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled: Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement  
Dated: February 4, 2020  
Executed by: Lassen Development Partners, LLLP, a Delaware limited liability limited partnership; MPLD II Inland Empire, LLC, a Delaware limited liability company; City of Beaumont  
Recording Date: February 10, 2020  
[Recording No: 2020-0063374 Official Records](#)

Reference is hereby made to said document for full particulars.

29. Matters contained in that certain document

Entitled: Declaration of Use Restrictions (Retained Parcels, Riverside County)  
Dated: February 7, 2020  
Executed by: Lassen Development Partners, LLLP, a Delaware limited liability limited partnership; MPLD II Inland Empire, LLC, a Delaware limited liability company; City of Beaumont  
Recording Date: February 10, 2020  
[Recording No: 2020-0063375 Official Records](#)

Reference is hereby made to said document for full particulars.

30. Matters contained in that certain document

Entitled: Amended and Restated Development Agreement By and Between City Beaumont and MPLD II Inland Empire, LLC  
Recording Date: October 21, 2020  
[Recording No: 2020-0507277 of Official Records](#)

Reference is hereby made to said document for full particulars.

Order No: 01909742-919-EG1-EGL-3

Matters contained in that certain document

Entitled: Assignment of Amended and restated development agreement (partial)  
Dated: November 15, 2022  
Executed by: MPLD II Inland Empire, LLC, A Delaware limited liability company and MPLD II  
Inland Empire KRB, LLC, A Delaware limited liability company  
Recording Date: December 19, 2022  
[Recording No: 2022-0507147 of Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Assignment of Amended and restated development agreement (partial)  
Dated: November 15, 2022  
Executed by: MPLD II Inland Empire, LLC, A Delaware limited liability company and MPLD II  
Inland Empire KRB, LLC, A Delaware limited liability company  
Recording Date: December 19, 2022  
[Recording No: 2022-0507150 of Official Records](#)

Reference is hereby made to said document for full particulars.

31. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: October 28, 2020  
[Recording No: 2020-0524170 of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 26, 2021  
[Recording No: 2021-511851 of Official Records.](#)

32. Matters contained in that certain document

Entitled: Certificate of Acceptance  
Recording Date: December 28, 2020  
[Recording No: 2020-0661750 of Official Records](#)

Reference is hereby made to said document for full particulars.

Order No: 01909742-919-EG1-EGL-3

33. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: MPLD II Inland Empire, LLC, a Delaware limited liability company  
Purpose: Rights of use, enjoyment, access, ingress, egress, encroachment, maintenance, repair, drainage, support, and other purposes  
Recording Date: December 29, 2020  
[Recording No: 2020-0664583 of Official Records](#)  
Affects: A portion of said land as described therein

34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a corporation  
Purpose: Public utility  
Recording Date: April 26, 2021  
[Recording No: 2021-0257671 of Official Records](#)  
Affects: A portion of said land as described therein

35. Matters contained in that certain document

Entitled: Grant Deed (Restrictive Covenant)  
Dated: July 27, 2021  
Executed by: Beaumont Crossroads Logistics Park II Association, a California nonprofit mutual benefit corporation  
Recording Date: August 13, 2021  
Recording No: as [Instrument No. 2021-0486429, Official Records](#)

Reference is hereby made to said document for full particulars.

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a corporation  
Purpose: Public utility  
Recording Date: December 23, 2021  
[Recording No: 2021-0753514 of Official Records](#)  
Affects: A portion of said land as described therein

37. Matters contained in that certain document

Entitled: Storm Water Management WQMP/BMP Facilities Covenant and Agreement NO.  
Executed by: Beaumont Crossroads Logistics Park II Association, a California nonprofit mutual benefit corporation and MPLD II Inland Empire KRB. LLC, a Delaware limited liability company and MPLD II Inland Empire LLC, a Delaware limited liability company  
Recording Date: March 4, 2022  
[Recording No: 2022-0108221, of Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT ALL PARCELS:

Order No: 01909742-919-EG1-EGL-3

38. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$11,000,000.00  
Dated: June 30, 2017  
Trustor/Grantor Lassen Development Partners, LLLP, a Delaware limited liability partnership  
Trustee: First American Title Insurance Company, a Nebraska corporation  
Beneficiary: Bear Creek Products 2017-1 (Beaumont), LLLP, A Delaware limited liability limited partnership  
Recording Date: July 10, 2017  
Recording No: as [Instrument No. 2017-0279102, Official Records](#)

Affects: The herein described Land and other land.

The effect of a full reconveyance recorded February 10, 2020 as [Instrument No. 2020-0063376, Official Records](#), which purports to reconvey the above-mentioned Deed of Trust.

No statement is made hereto as to the effect or validity of said reconveyance.

The requirement that this Company be furnished with confirmation from the lender that the Deed of Trust has been released prior to issuance of a policy of title insurance.

39. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$5,604,392.00  
Dated: June 30, 2017  
Trustor/Grantor Lassen Development Partners, LLLP, a Delaware limited liability limited partnership  
Trustee: First American Title Insurance Company  
Beneficiary: Timoteo Land Investors, LLC, a Delaware limited liability company  
Recording Date: July 20, 2017  
Recording No: as [Instrument No. 2017-0279105, Official Records](#)

Affects: The herein described Land and other land.

An agreement recorded July 10, 2017 as [Instrument No. 2017-0279104, Official Records](#) which states that this instrument was subordinated to the document or interest described in the deed of trust

Recording Date: July 20, 2017  
Recording No.: as [Instrument No. 2017-0279102, Official Records](#)

The effect of a full reconveyance recorded February 10, 2020 as [Instrument No. 2020-0063377, Official Records](#), which purports to reconvey the above-mentioned Deed of Trust.

No statement is made hereto as to the effect or validity of said reconveyance.

The requirement that this Company be furnished with confirmation from the lender that the Deed of Trust has been released prior to issuance of a policy of title insurance.

40. INTENTIONALLY DELETED.

Order No: 01909742-919-EG1-EGL-3

41. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

42. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

43. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

44. A certificate of compliance

Executed by: City of Beaumont  
Compliance No.: 2021-LLA-0026  
Recording Date: February 10, 2022  
[Recording No.:](#) [2022-0070071 of Official Records](#)

Affects: Parcel 3

45. Any claims for mechanic's liens on said Land that may be recorded by reason of a recent work of improvement that is disclosed by a Notice of Completion

Recording Date: September 13, 2022  
[Recording No.:](#) [2022-0392690 of Official Records](#)

46. Any interest in said Land, of the party named below, as disclosed by a Notice of Non-Responsibility

Dated: January 12, 2023  
Executed by: MPLD II Inland Empire KRB, LLC, McDonald property Group and Karen Hickey, Coo  
Party(s) Named: Karen Hickey  
Purported Interest: Amazon Services LLC, a Delaware limited liability company  
Recording Date: February 1, 2023  
[Recording No.:](#) [2023-0030682 of Official Records](#)

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**



Order No: 01909742-919-EG1-EGL-3

**REQUIREMENTS SECTION:**

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below:

Name: Lassen Development Partners, LLLP, a Delaware limited liability partnership

- a) A complete copy of the limited partnership agreement and all amendments thereto.
- b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of corporation: Beaumont Crossroads Logistics Park II Association, a California non-profit mutual benefit corporation

- a) A copy of the corporation By-laws and Articles of Incorporation.
- b) An original or certified copy of the resolution authorizing the subject transaction, together with a Certificate of Compliance pursuant to Section 5912 or 7912 Corporations Code.
- c) If the Articles and/or By-laws require approval by a "parent" organization, a copy of those By-laws and Articles of Incorporation is required.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

4. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

5. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

Order No: 01909742-919-EG1-EGL-3

### INFORMATIONAL NOTES SECTION

1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
6. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
  - A. 2006 ALTA Owner's Policy (06-17-06).
    6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - B. 2006 ALTA Loan Policy (06-17-06).
    8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
    10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

Order No: 01909742-919-EG1-EGL-3

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. CLTA Standard Coverage Policy 1990 (11-09-18).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
  8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage

Order No: 01909742-919-EG1-EGL-3

7. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.

8. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Intentionally deleted

9. Intentionally deleted

Intentionally deleted

Intentionally deleted

Intentionally deleted

Intentionally deleted

Intentionally deleted

Intentionally deleted

10. Intentionally deleted

11. Intentionally deleted

12. Intentionally deleted

13. Intentionally deleted

14. Intentionally deleted

15. Intentionally deleted

16. Intentionally deleted

17. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 424-010-007  
Fiscal Year: 2023-2024  
1st Installment: \$3,929.75  
2nd Installment: \$3,929.75  
Exemption: \$0.00  
Code Area: 056-004

Affects: A portion of Parcel 1

18. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 424-010-008  
Fiscal Year: 2023-2024  
1st Installment: \$10,675.82  
2nd Installment: \$10,675.82  
Exemption: \$0.00

Order No: 01909742-919-EG1-EGL-3

Code Area: 056-004

Affects: A portion of Parcel 1

19. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: [424-010-015](#)  
Fiscal Year: 2023-2024  
1st Installment: \$272.04  
2nd Installment: \$272.04  
Exemption: \$0.00  
Code Area: 002-008

Affects: A portion of Parcel 2

20. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: [424-010-017](#)  
Fiscal Year: 2023-2024  
1st Installment: \$151.15  
2nd Installment: \$151.15  
Exemption: \$0.00  
Code Area: 002-051

Affects: A portion of Parcel 2

21. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: [424-010-018](#)  
Fiscal Year: 2023-2024  
1st Installment: \$479.29  
2nd Installment: \$479.29  
Exemption: \$0.00  
Code Area: 002-051

Affects: A portion of Parcel 2

Typist: en  
Date Typed: May 23, 2022



Inquire before you wire!

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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



Commonwealth Land Title Company  
 601 S. Figueroa Street, Suite 4000  
 Los Angeles, CA 90017  
 Phone: (800) 432-0706

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### FNF Underwritten Title Company

CTC – Chicago Title company  
 CLTC – Commonwealth Land Title Company  
 FNTC – Fidelity National Title Company of California  
 FNTCCA - Fidelity National Title Company of California  
 TICOR – Ticor Title Company of California  
 LTC – Lawyer’s Title Company  
 SLTC – ServiceLink Title Company

### Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company  
 CLTIC - Commonwealth Land Title Insurance Company  
 FNTIC – Fidelity National Title Insurance Company  
 FNTIC - Fidelity National Title Insurance Company  
 CTIC – Chicago Title Insurance Company  
 CLTIC – Commonwealth Land Title Insurance Company  
 CTIC – Chicago Title Insurance Company

### Available Discounts

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;



- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE (Revised 05-06-16)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**{PART I**

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



### OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_, further described as follows: See Preliminary Report/Commitment No. 01909742-919-EG1-EGL for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_, further described as follows: See Preliminary Report/Commitment No. 01909742-919-EG1-EGL for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$ \_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_  
 \_\_\_\_\_ Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
 \_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.



This declaration is made with the intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_ at \_\_\_\_\_.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

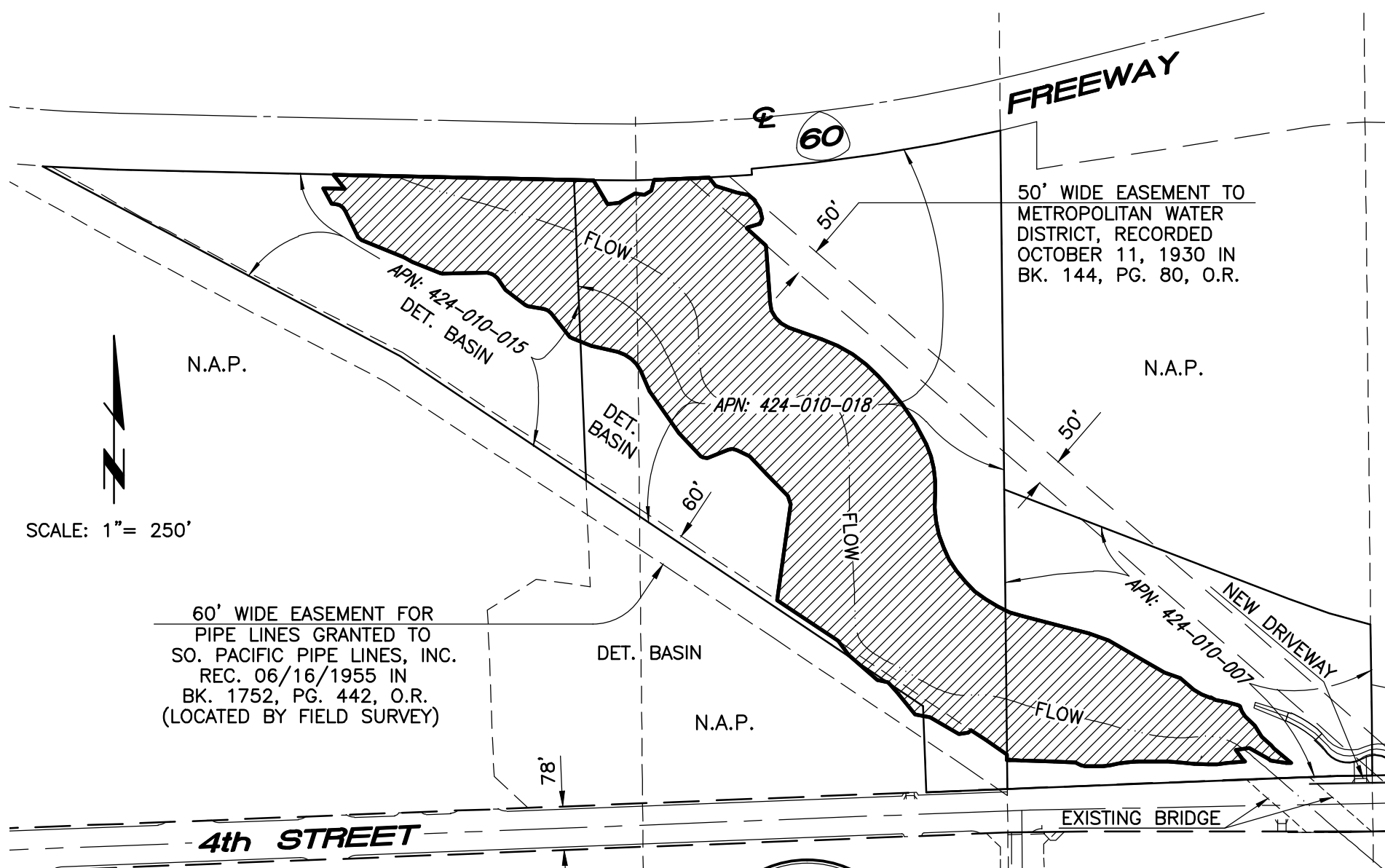
**Exhibit D**

Depiction of Fourth Street Gate



**EXHIBIT E**

Depiction of the Present Natural Condition of the Easement Area



N.A.P.

50' WIDE EASEMENT TO METROPOLITAN WATER DISTRICT, RECORDED OCTOBER 11, 1930 IN BK. 144, PG. 80, O.R.

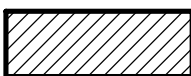
N.A.P.

60' WIDE EASEMENT FOR PIPE LINES GRANTED TO SO. PACIFIC PIPE LINES, INC. REC. 06/16/1955 IN BK. 1752, PG. 442, O.R. (LOCATED BY FIELD SURVEY)

SCALE: 1" = 250'



**LEGEND:**



INDICATES "COOPER'S CREEK" CONSERVATION EASEMENT AREA. CONTAINS: 477,069 SQ. FT. 10.95 ACRES ±



INDICATES PROPERTY LINE



CONSERVATION EASEMENT AREA "COOPER'S CREEK"

**Thienes Engineering, Inc.**  
 CIVIL ENGINEERING • LAND SURVEYING  
 14349 FIRESTONE BOULEVARD  
 LA MIRADA, CALIFORNIA 90638  
 PH.(714)521-4811 FAX(714)521-4173

DATE: FEBRUARY 03, 2025 | J.N. 30801 | SHEET 1 OF 1

**Exhibit F**

**Form of Estoppel Certificate**

Beaumont Crossroads Logistics II Park Association, a California non-profit mutual benefit corporation ("**BCL**"), City Development Partners, LLLP, a Delaware limited liability partnership ("**City**") (collectively, "**Grantors**"), and Rivers & Land Conservancy, a California non-profit corporation ("**Grantee**") entered into a Conservation Easement dated \_\_\_\_\_, 2024, and recorded in the Official Records of Riverside County as Document No. \_\_\_\_\_ on \_\_\_\_\_, 2024 ("**Conservation Easement**"). Pursuant to Section 16 of the Conservation Easement, either Grantor or Grantee can request that the other party issue this Estoppel Certificate with respect to the Conservation Easement.

[Grantor/Grantee] has requested that [Grantor/Grantee] deliver this Estoppel Certificate in \_\_\_\_\_ favor \_\_\_\_\_ of: \_\_\_\_\_ ("**Recipient**").

The undersigned hereby certifies as follows:

1. As of the date of this Certificate, the Conservation Easement is in full force and effect, has not been terminated or modified, and is enforceable in accordance with its terms. As of the date of this Certificate, there exist no defaults under the Conservation Easement, and no event which with the passage of time or the giving of notice or both would constitute a default under the Conservation Easement.
2. Both parties are in compliance with the Conservation Easement, and no monies are due by either party to the other thereunder.
3. [Grantor/Grantee] makes this Certificate to the best of its actual present knowledge, without duty of inquiry or the imposition of constructive knowledge, and understands that it will be relied upon by Recipient.

**{GRANTOR/GRANTEE}:**

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

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

Its: \_\_\_\_\_

**EXHIBIT B**  
**DRAFT ENDOWMENT MANAGEMENT AGREEMENT**  
**[See Attached]**

**Endowment Management Agreement**  
**By and Between**  
**Beaumont Crossroads Logistics II Park Association**  
**and City of Beaumont**  
**and**  
**The Rivers & Lands Conservancy**

This Endowment Management Agreement (“**Agreement**”) is entered into by and between BEAUMONT CROSSROADS LOGISTICS II PARK ASSOCIATION, a California non-profit mutual benefit corporation (“**BCL**”) and the CITY OF BEAUMONT, a general law city (“**City**”, and collectively with BCL, “**Grantor**”), and the Rivers & Lands Conservancy, a California non-profit public benefit corporation (“**RLC**” or “**Endowment Holder**”) (together, the “**Parties**,” and individually a “**Party**”), for the creation and management of a Mitigation Endowment Fund as of the “**Effective Date**” as hereinafter defined.

**WHEREAS**, this Agreement is necessitated, in part, by the terms and conditions required in the following federal and state agency permits, collectively referred to as the “**Agency Permits**”:

1. United States Army Corps of Engineers’ (“**ACOE**”) Section 404 Permit No. SPL-2013-00802-JEM (the “**Section 404 Permit**”);
2. Santa Ana Regional Water Quality Control Board (“**SARWQCB**”) Clean Water Act Section 401 Permit No. 322013-18 (the “**401 Permit**”);
3. California Department of Fish and Wildlife (“**Department**”) Section 1603 Streambed Alteration Agreement No. 1600-2012-0136-R6 (the “**Section 1603 SAA**”),
4. the Conceptual Habitat Mitigation and Monitoring Plan for Impacts to Areas within the Jurisdiction of the United States Army Corps of Engineers, dated September 1, 2016, prepared by Glenn Lukos Associates (“**HMMP**”), and
5. the Long Term Management Plan for Hidden Canyon, dated May 31, 2016, and prepared by Glenn Lukos Associates (“**LTMP**”).

**WHEREAS**, to satisfy requirements of the Agency Permits, Grantor will grant, concurrent with the execution of this Agreement, to RLC a perpetual conservation easement (“**Conservation Easement**”) over certain real property consisting of approximately 19.97 acres in the County of Riverside, State of California, which is legally described on **Exhibit “C”** and depicted on **Exhibit “D”** attached hereto and incorporated by this reference (the “**Property**”), and which is found on portions of Assessor Parcel Numbers 424-010-007, 424-010-015 and 424-010-018 to provide mitigation for impacts of the Beaumont Logistics II Park Project (the “**Project**”);

**WHEREAS**, the Conservation Easement obligates RLC to certain activities to ensure compliance with the Conservation Easement (the “**Compliance Monitoring**”);



**WHEREAS**, the Agency Permits require Grantor to establish a long-term financing or funding mechanism to provide ongoing payment for Compliance Monitoring;

**WHEREAS**, RLC prepared a PAR (i.e. a property analysis record) (each an “**Endowment Assessment**”) to calculate the amount of money (each an “**Endowment Amount**”) necessary to provide a source of perpetual funding for the Compliance Monitoring. The Endowment Assessment dated November 6, 2024, is attached as **Exhibit “E”** and incorporated herein by reference;

**WHEREAS**, concurrently with the execution of this Agreement, Grantor shall pay the Endowment Amount to RLC, to be managed and administered in accordance with this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and for other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## I. PURPOSES

1. The purpose of this Agreement is to establish a non-wasting endowment account, which will include a Principal Portion and a Distributable Portion, for the Compliance Endowment (the “**Endowment Fund**”) for the Property with Endowment Holder into which funds equivalent to each Endowment Amount shall be deposited and to set forth the Parties’ respective responsibilities with respect to each Endowment Amount to be held in the Endowment Fund.

2. The Endowment Fund shall be governed by the underlying laws, regulations, and specific government approvals under those laws and regulations for which the Endowment Fund was required, consistent with subdivision (b) of the California Government Code section 65966, with the Uniform Prudent Management of Institutional Funds Act (Cal. Probate Code, section 18501, *et seq.*) (“**UPMIFA**”). To the extent the funds are subject to UPMIFA, this Agreement shall be considered the “gift instrument” for the purposes of UPMIFA. This Agreement and Conservation Easement, collectively, shall be deemed in all respects to set forth the Parties’ intent as to the uses, benefits, purposes, and duration of the Endowment Fund.

3. As described more fully herein, the Endowment Holder for the Compliance Endowment will be responsible to ensure that monies deposited the Endowment Fund are held as a charitable trust and are invested and managed in accordance with the Conservation Easement, and to the extent it is not inconsistent with the Conservation Easement, this Agreement to achieve the objectives set forth in the Conservation Easement. The Endowment Fund will be managed as a long-term investment intended to exist indefinitely and permanently restricted to paying the costs of Compliance Monitoring, and such Endowment Fund will be invested accordingly in a diversified investment portfolio in accordance with the endowment investment policy attached to this Agreement as **Exhibit “F”**, and incorporated herein by reference, which may be amended from time-to-time by Endowment Holder.

## II. DEFINITIONS

1. “Endowment Holder” shall mean RLC.
2. “Principal Portion” shall mean the original Endowment Amount for the Compliance Endowment, plus additional amounts designated to be added to such original principal amount, pursuant to this Agreement.
3. “Distributable Portion” shall mean the earnings and revenue generated from the investment of the Principal Portion of the Endowment Fund, as contemplated by this Agreement.
4. “ACOE” shall mean the U.S. Army Corps of Engineers.
5. “Agreement” shall mean this Endowment Management Agreement entered into between Grantor and RLC, which includes the mitigation agreement pursuant to California Government Code 65965(f)(1), establishing the terms and conditions pursuant to which the Endowment Holder will accept custody of, and manage the Endowment Amounts in the Endowment Funds, and disperse funds.
6. “Compliance Endowment” shall mean the original corpus amount of Six Hundred Seventeen Thousand Three Hundred Eighty-Nine Dollars (\$617,389.00), that has been identified by the applicable Endowment Assessment, as the funds required for the Compliance Monitoring.
7. “Effective Date” shall mean the date of the signature of the second Party to sign this Agreement.
8. “Endowment Fund” is a sum of money in a long-term stewardship account, held in trust in a fund designated by Endowment Holder for the Compliance Endowment. The Endowment Fund is to be maintained and managed in perpetuity in strict accordance with Government Code sections 65965-69568, Probate Code sections 18501-18510, and this Agreement to generate earnings and appreciation in value for use in funding Compliance Monitoring. The Endowment Fund shall comprise the Endowment Amount for the Compliance Endowment, and all interest, dividends, gains, other earnings, additions and appreciation thereon, as well as any additions thereto.
9. “Endowment Amount” shall mean the Compliance Endowment.
10. “Endowment Deposit” is the deposit required to be made by the Grantor to the Endowment Holder to fund the Endowment Fund. Endowment Deposits received by the Endowment Holder shall be deposited into the applicable Endowment Fund.
11. “Compliance Monitoring” shall mean those activities which RLC as Grantee under the Conservation Easement and Endowment Holder of the Endowment Fund has agreed to undertake.
12. “Party” and “Parties” shall mean respectively Grantor and RLC, individually, and Grantor and RLC, together.
13. “Reporting Period” shall mean from January 1 of each calendar year to December 31 of each calendar year, unless this Agreement is terminated, in which case the final Reporting Period shall be thirty (30) days prior to the date of termination of this Agreement.

### III. ENDOWMENT ACCOUNT ESTABLISHMENT, INVESTMENT, AND ADMINISTRATION

1. RLC agrees to establish an Endowment Fund for the Compliance Endowment in accordance with this Agreement into which the applicable Endowment Amount shall be deposited.
2. Concurrently with the recordation of the Conservation Easement, Grantor shall pay to Endowment Holder the Compliance Endowment. RLC shall, as soon as practicable after receipt of the Endowment Amount from Grantor, deposit the funds into the Endowment Fund. Such original amount shall be considered the Principal Portion of the Compliance Endowment.
3. Concurrently with the recordation of the Conservation Easement, Grantor shall also pay to RLC the sum of One Hundred Twenty-Two Thousand Four Hundred Forty-Six Dollars (\$122,446.00) (“**Compliance Monitoring Initial Financial Requirement**”), which Compliance Monitoring Initial Financial Requirement is for the purpose of reimbursing RLC for its costs and expenses incurred in connection with its acceptance of the Compliance Endowment, and for fulfilling certain of RLC’s obligations specified in the Conservation Easement for up to the first three (3) years following the date of this Agreement and the Conservation Easement. No other monetary amounts are payable to RLC in connection with its acceptance of the Conservation Easement, other than the Compliance Endowment and Compliance Monitoring Initial Financial Requirement.
4. Endowment Holder shall invest the monies in each Endowment Fund consistent with this Agreement, including but not limited to this Article III and Article I.3 of this Agreement and applicable State and Federal laws. The Endowment Fund shall be held in trust, managed, invested, and disbursed solely for, and permanently restricted to, pay the costs of Compliance Monitoring on the Property, in accordance with the Conservation Easement. Day-to-day investment decisions will be made by RLC based upon advice with a professional investment advisor or financial institution with which RLC has established or will establish an investment advisory relationship. RLC may rely on the advice of any such adviser, and may delegate day-to-day investment decision-making authority, consistent with applicable State and Federal law, to such adviser with respect to the management of each Endowment Fund.
5. For investment purposes only, RLC may pool any or all of the assets of each Endowment Fund with other funds held or managed by RLC that are subject to similar investment purposes and restrictions. The intent of such actions is to allow RLC to pool funds subject to the same investment purposes and restrictions for collective management, such that all participating funds may benefit from efficiencies of scale. Any funds from the Endowment Fund pooled in this manner shall at all times remain subject to applicable State law, consistent with UPMIFA or any applicable successor to such law.
6. Notwithstanding Probate Code sections 18501-18510, the Parties intend that the Principal Portion of each Endowment Fund should not decrease in value through expenditure or investment strategy recognizing, however, that the Parties are not responsible for investment fluctuations. In this regard, the Principal Portion is intended to increase in value to keep up with inflation.

The Distributable Portion of the Endowment Fund shall be used by Endowment Holder for the costs and expenses of Compliance Monitoring (“**Base Expenses**”). Endowment Holder may set aside a portion (no more than 75 percent) of the Distributable Portion that is not required in any given year to fund Base Expenses that are anticipated by Endowment Holder for future years (“**Surplus Expenses**”); provided, however, that in any year, or series of years, in which the Distributable Portion does not meet or exceed the Base Expenses, no funds shall be set aside for Surplus Expenses.

To the extent any portion of the Distributable Portion remains in any given year, after paying all Base Expenses and providing for Surplus Expenses, such remaining amount of the Distributable Portion shall be added to the Principal Portion of the Compliance Endowment to provide for growth of the Principal Portion commensurate with inflation using the annual Consumer Price Index (CPI) data that is published every February by the California Department of Industrial Relations, Division of Labor Statistics and Research, for all urban consumers. Such amount as is added to Principal Portion shall not later be available for distribution.

7. Grantor acknowledges that RLC’s Board of Directors has established an hourly billing rate for RLC’s staff, which rate is subject to adjustment from time-to-time by the Board; such hourly billing rate is used by RLC to calculate the amount to be paid to RLC from the Distributable Portion, for fulfilling its Compliance Monitoring in the Conservation Easement.

8. RLC hereby certifies to ACOE it meets all of the requirements of California Government Code section 65968(e), as set forth on **Exhibit “G.”**

9. Distributions from the Endowment Fund may be made from the Distributable Portion of the Endowment Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made by Endowment Holder as contemplated by Article III.6 above.

10. The Endowment Holder shall not make any disbursement of funds from the Endowment Fund for Compliance Monitoring expenses for the first three years following the date of this Agreement.

11. In the event a court of competent jurisdiction determines there has been a violation of any term of the Conservation Easement by either Party, funds from the Compliance Endowment cannot be used to pay damages awarded as part of the judgement and cannot be used to restore the Property to the condition in which it existed prior to the violation.

#### **IV. RECORDS, REPORTING PROCEDURES AND AUDIT**

1. Endowment Holder shall submit to Grantor and ACOE an annual funding report (“**Annual Funding Report**”) for each calendar year this Agreement is in effect. Each Annual Funding Report shall be submitted by Endowment Holder between January 1 and March 31 of each calendar year, or at least thirty (30) days prior to the effective date of termination of this Agreement as provided by Article VII.

2. Pursuant to California Government Code Section 65966(e), the Annual Funding Report shall describe in reasonable detail and shall include at a minimum the following information:

- (a) The balance of the Endowment Fund at the beginning of the Reporting Period;
- (b) The amount of the Endowment Fund balance reinvested by Endowment Holder into the Endowment Fund to provide for growth of the Endowment Fund commensurate with inflation (CPI calculation shall be provided);
- (c) The net amounts of investment earnings, gains, and losses during the Reporting Period including both realized and unrealized amounts;
- (d) The administrative expenses charged to the Endowment Fund from internal or third-party sources during the Reporting Period;
- (e) Detail all expenses incurred by or on behalf of Endowment Holder for Compliance Monitoring performed during the Reporting Period;
- (f) The balance of the Endowment Fund at the end of the Reporting Period;
- (g) The specific asset allocation percentages including, but not limited to, cash, fixed income, equities, and alternative investments; and
- (h) The most recent financial statements for the Endowment Holder audited by an independent auditor who is, at a minimum, a certified public accountant.

3. Endowment Holder agrees that in preparing the Annual Funding Report and in maintaining its own records relevant to the Endowment Fund, that it shall use accounting standards promulgated by the Financial Accounting Standards Board or any other successor entity.

4. Endowment Holder agrees that Grantor and ACOE shall have the right to review and to copy any records and supporting documentation pertaining to the Endowment Fund. Endowment Holder agrees to maintain such records for possible audit by Grantor or ACOE for a minimum of three (3) years following the relevant calendar year, unless a longer period of records retention is stipulated. Endowment Holder agrees to allow the Grantor or ACOE or their designated representative access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

## **V. LIMITATIONS ON ENDOWMENT HOLDER'S LIABILITY**

RLC shall not be liable to Grantor or other persons for losses arising from investments pursuant to this Agreement. RLC shall maintain reasonable and customary supervision and employment policies for its employees, but shall be liable for the acts of its employees only to the extent of a breach of the RLC's obligations under this Agreement by such employees when they are acting within the course and scope of their employment. RLC shall have no obligation to expend any monies satisfying its obligations under the Conservation Easement, other than the Compliance Monitoring Initial Financial Requirement and Distributable Portion of the Endowment Fund for the Compliance Endowment.

## VI. FIDUCIARY OBLIGATIONS OF ENDOWMENT HOLDER

1. Endowment Holder shall make no disbursement of funds in the Endowment Fund or have any other obligations with respect to the Endowment Fund except in strict accordance with the provisions of this Agreement.
2. In carrying out its obligations under this Agreement, Endowment Holder shall apply the following principles of fiduciary duties without exception:
  - (a) There shall be no commingling of the Endowment Fund with other funds. Funds may be pooled for investment management purposes only in accordance with Article III.5 of this Agreement;
  - (b) Endowment Holder shall have a duty of loyalty to the Property with respect to each Endowment Fund and shall not use, pledge, impair, or borrow against funds in the Endowment Fund;
  - (c) Endowment Holder shall act as a prudent investor of the Endowment Fund using sound investment practices for long-term investment, subject to the Uniform Prudent Investor Act and UPMIFA (California Probate Code sections 16045-16054 and 18501-18510, respectively);
  - (d) Endowment Holder shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Endowment Holder's oversight; and
  - (e) Endowment Holder shall act with prudence when delegating authority and in the selection of agents.

## VII. TERM AND TERMINATION OF AGREEMENT

1. Term. This Agreement shall be effective from the Effective Date until termination, as hereinafter provided.
2. Termination. Endowment Holder may, with or without cause, terminate this Agreement by providing at least one hundred eighty (180) days prior written notice to Grantor or its successor, and ACOE. Regardless of the date that notice of termination is provided and the passage of the intervening one hundred eighty (180) day notice period, termination is not effective unless and until the Endowment Holder has transferred in an orderly fashion the custody, control or other power necessary for the investment, management, and administration of all monies in the Endowment Funds together with the transfer of the Conservation Easement to an entity identified by Endowment Holder and approved in writing by Grantor and the ACOE. Within ninety (90) days following delivery of the monies in the Endowment Funds to an approved successor, Endowment Holder shall provide to Grantor with a copy to the ACOE, a final accounting showing the deposits (including interest accrued thereon) and disbursements of all sums received pursuant to this Agreement during the Reporting Period, together with such other documents that the ACOE may reasonably request. Upon delivery of the monies in the Endowment Funds to successor endowment

holder and final accounting specified above, Endowment Holder's obligations under this Agreement shall cease and terminate.

### VIII. CONTACT INFORMATION/COMMUNICATIONS

1. All approvals, notices, reports and other communications required or permitted under this Agreement shall be in writing and delivered by certified mail or overnight carrier that provides evidence of delivery. Each Party agrees to notify the other promptly after any change in named representative, address, telephone, or other contact information. Notice shall be deemed effective upon receipt or rejection only.

2. The individuals named below shall be the representatives of Grantor and the RLC, respectively, for purposes of this Agreement:

If to Grantor:

Beaumont Crossroads Logistics II  
Park Association  
c/o Affinius Capital  
9830 Colonnade Blvd, Suite 600  
San Antonio, TX 78230

If to RLC:

Executive Director  
Rivers & Lands Conservancy  
6876 Indiana Avenue, Suite J-2  
Riverside, CA 92506

With a copy to:

The City of Beaumont  
c/o City Manager  
550 East Sixth Street  
Beaumont, CA 92223

Beaumont Crossroads Logistics II  
Park Association  
c/o McDonald Property Group  
1140 N. Coast Highway  
Laguna Beach, California 92651

With a copy in all instances to:

United States Army Corps of Engineers,  
Los Angeles District  
915 Wilshire Blvd., Suite 1105  
Los Angeles, CA 90017  
Attn: Chief, Regulatory Division

## IX. MISCELLANEOUS PROVISIONS

1. No Assignment. Neither Party may assign this Agreement, in whole or in part, to any individual or other legal entity without the prior written approval of the other Party and the prior written consent of the ACOE, which consent may be withheld.
2. Amendments. This Agreement may be amended only in writing agreed to and signed by both Parties and with the prior written consent of the ACOE in accordance with Article IX.8.
3. Severability. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
5. Dispute Resolution. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations.
6. Attorneys' Fees. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law. Not applicable to the third-party beneficiaries of this Agreement.
7. Independent Capacity. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of the other Party.
8. Third-Party Rights. This Agreement confers rights and remedies upon the ACOE, as a third-party beneficiary, insofar as this Agreement is intended to carry out the requirements and obligations set forth in the Agency Permits, the Conservation Easement, and the LTMP. No person, other than the Parties or said named third-party beneficiary, has any rights or remedies under this Agreement. The Parties may not amend or terminate this Agreement without the prior written consent of ACOE.
9. Warrant of Authority. Each party to this Agreement warrants to the other that its respective signatory has fully right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.



10. Exhibits. All Exhibits referred to in this Agreement are attached and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

**“GRANTOR”**

Beaumont Crossroads Logistics II Park Association,  
a California non-profit mutual benefit corporation

By: \_\_\_\_\_  
Bruce McDonald, President

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

and

THE CITY OF BEAUMONT, a general law city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“RLC”**

RIVERS & LANDS CONSERVANCY,  
a California non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SECTION 404 PERMIT**



**DEPARTMENT OF THE ARMY**  
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
1451 RESEARCH PARK DRIVE, SUITE 100  
RIVERSIDE, CALIFORNIA 92507-2154

June 30, 2014

Paul Galvin  
Harmsworth Association  
29 Vacaville  
Irvine, California 92602

**DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION**

Dear Mr. Galvin:

I am responding to your request (SPL-2013-00802-JEM), on behalf of Exser LLC, for a Department of the Army permit for their proposed project, Hidden Canyon Industrial Park (HCIP). The proposed HCIP project site is located on approximately 198 acres, south of the City of Beaumont, south of State Route 60 and east of Jack Rabbit Trail, in Riverside County, California. The HCIP proposes to develop two large commercial and light industrial properties, and associated roads and infrastructure, including detention basins and open space areas. Onsite water features include Cooper's Creek, a perennial tributary of San Timoteo Wash, and five unnamed ephemeral drainages. Jurisdictional waters of the U.S. within the HCIP project site total approximately 0.692 acre (5,114 linear feet), ranging from 1 to 27 feet in width, of which approximately 0.25 acre consists of wetland waters. Proposed impacts within jurisdiction would be a permanent discharge of fill material into 0.195 acre (0.157 acre other waters; 0.038 acre wetland waters) and a temporary discharge of fill material into 0.012 acre (0.009 acre other waters; 0.003 acre wetland waters).

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of the HCIP, if constructed as described in the application, would comply with Nationwide Permit (NWP) NWP 39 Commercial and Institutional Developments. Although NWP 39 has a 300 linear foot limit, for this action the linear limit has been waived. Specifically, the Permittee is authorized to:

1. Discharge permanent fill material into 0.195 acre of waters of the U.S. (0.157 acre other waters; 0.038 acre wetland waters) and discharge temporary fill material into 0.012 acre waters of the U.S. (0.009 acre other waters; 0.003 acre wetland waters)

For this NWP verification letter to be valid, the Permittee must comply with all of the terms and conditions in Enclosure 1. Furthermore, the Permittee must comply with the non-discretionary Special Conditions listed below:

1. The Permittee has proposed to mitigate for impacts to waters of the U. S. though the onsite establishment of riparian habitat (adjacent to Cooper's Creek) at two locations totaling

approximately 3.5 acres. Additionally, impacts to wetland waters of the U.S. are proposed to be mitigated by the restoration/enhancement of approximately 0.1 acre wetland waters at the three locations where the existing bridges are to be removed at Cooper's Creek. Prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps a final mitigation plan prepared in accordance with the Corps' Los Angeles District Mitigation Guidelines and Monitoring Requirements, dated April 19, 2004 and the Mitigation Rule (33 C.F.R. Part 332; 73 FR 19670-19687 (April 10, 2008)). The final mitigation plan shall detail the proposed mitigation (including planting, monitoring, success criteria, site preservation in perpetuity, and financial assurance for successful mitigation installation and site management in perpetuity). No work in waters of the U.S. is authorized until the Permittee receives, in writing (by letter or e-mail), Corps approval of the final mitigation plan.

2. The Permittee shall complete site preparation and planting and initiate monitoring as described in the final, approved mitigation plan within 120 days of discharging any fill material in waters of the U.S. Your responsibility to complete the required compensatory mitigation as set forth in this Special Condition will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers. **MONITORING:** You shall submit monitoring reports for all compensatory mitigation sites as described in the final, approved mitigation plan by October 1 of each year following the construction of mitigation. To assure compensatory mitigation success, you shall monitor the mitigation area(s) for at least five (5) consecutive growing seasons after construction or until the Corps determines the final performance standards are met (monitoring shall be for a minimum of 5 years unless the Corps agrees earlier that success has been reached and maintained for a sufficient time period, or, if success is not demonstrated to the Corps satisfaction after the 5th year of monitoring, additional monitoring may be required by the Corps as determined at that time). The monitoring period shall commence upon completion of the construction of the mitigation site(s). Additionally, you shall demonstrate continued success of the compensatory mitigation site(s), without human intervention, for at least two consecutive years during which interim and/or final performance standards are met. The compensatory mitigation project will not be deemed successful until this criterion has been met. **GIS DATA:** Within 60 days following permit issuance for Standard Individual Permits or within 60 days following written Corps approval of the mitigation plan for General Permits, you shall provide to this office GIS data (polygons only) depicting the boundaries of all compensatory mitigation sites, as authorized in the final mitigation plan referenced above. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for mitigation sites shall conform to the Mitigation\_SPD.xlsx data table, as specified in the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated August 6, 2012 (<http://www.spd.usace.army.mil/Portals/13/docs/regulatory/standards/map.pdf>), and shall

include a text file of metadata, including datum, projection, and mapper contact information. Within 60 days following completion of compensatory mitigation construction activities, if any deviations have occurred, you shall submit as-built GIS data (polygons only) accompanied by a narrative description listing and explaining each deviation.

3. The Permittee shall record a Conservation Easement (CE) in a form approved by the Corps Regulatory Division, which shall run with the land, obligating the Permittee, its successors and assigns to protect and maintain the referenced final approved mitigation area(s) as natural open space in perpetuity. The CE must include a 3rd party easement holder qualified to hold easements pursuant to California Civil Code 815.3 and Government Code section 65965. The Permittee must provide monies in the form of an endowment (endowment amount to be determined by Property Analysis Record or similar methodology) for the purposes of fulfilling the 3rd party easement holder's responsibilities under the CE. The CE shall preclude establishment of fuel modification zones, paved public trails, drainage facilities, walls, maintenance access roads and/or future easements, except as provided in the Project Description (described herein). Further, to the extent practicable, any such facilities outside the CE shall be sited to minimize indirect impacts on the avoided, created, restored and enhanced wetland and non-wetland waters of the U.S. Prior to its execution and within nine months of issuance of this permit, the Permittee shall submit a draft CE to the Corps Regulatory Division for review. The Permittee shall receive written approval (by letter or e-mail) from the Corps Regulatory Division of this CE prior to it being executed and recorded. No later than 30 calendar days after receiving Corps Regulatory Division approval of the final draft CE, the CE shall be executed and recorded and a recorded copy furnished to the Corps Regulatory Division. GIS DATA: Within 60 days following recordation, you shall provide to this office GIS data (polygons only) depicting the CE boundaries, as authorized by the Corps. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for CE sites shall conform to the Mitigation\_SPD.xlsx data table, as specified in the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated August 6, 2012 (<http://www.spd.usace.army.mil/Portals/13/docs/regulatory/standards/map.pdf>), and shall include a text file of metadata, including datum, projection, and mapper contact information.

#### Cultural Resources:

1. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area

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surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may chose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, contact me at (951) 276-6624 x263 or via e-mail at James.E.Mace@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,



James E. Mace  
Senior Project Manager  
South Coast Branch  
Regulatory Division

Enclosures



**LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH  
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

**Permit Number:** *SPL-2013-00802-JEM*

**Name of Permittee:** *Exser LLC; David Golkar*

**Date of Issuance:** *June 30, 2014*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

- 1) Email a digital scan of the signed certificate to James.E.Mace@usace.army.mil

**OR**

- 2) Mail the signed certificate to  
U.S. Army Corps of Engineers  
ATTN: Regulatory Division SPL-2013-00802  
1451 RESEARCH PARK DRIVE, SUITE 100  
RIVERSIDE, CALIFORNIA 92507-2154

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(1)(3) to confirm that the appropriate number and resource type of credits have been secured.

---

Signature of Permittee

---

Date



**EXHIBIT "B"**  
**[OTHER AGENCY PERMITS]**



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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**Santa Ana Regional Water Quality Control Board**

May 29, 2014

David Golkar  
Exser LLC.  
10551 Wilshire Boulevard  
Los Angeles, CA

**CLEAN WATER ACT SECTION 401 WATER QUALITY STANDARDS  
CERTIFICATION FOR THE HIDDEN CANYON INDUSTRIAL PARK  
PROJECT, CITY OF BEAUMONT, RIVERSIDE, CALIFORNIA (ACOE  
REFERENCE NO. NOT AVAILABLE) (SARWQCB PROJECT NO.  
322013-18)**

Dear Mr. Golkar:

On November 4, 2013, Regional Board staff received an application from your consultant for a Clean Water Act Section 401 Water Quality Standards Certification (401 Certification) for the Hidden Canyon Industrial Park project, that is to be located in the City of Beaumont. Included with the application were the following:

- A copy of an application for a California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement for the project;
- \$944<sup>1</sup> intended as the base fee required for consideration of a 401 Certification, as specified by of California Code of Regulations (CCR), Title 23, Division 3, Chapter 9, Article 1, section 2200 (a)(3) and summarized on the State Water Resources Control Board's (SWRCB) Dredge and Fill Fee Calculator;
- A copy of the Hidden Canyon Industrial Park Specific Plan Addendum to the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) for the Beaumont Gateway Specific Plan. With the EIR addendum was a copy of the posted Notice of Determination;
- A copy of a letter from the City of Beaumont stating that the CEQA addendum for the project was certified by the city council in March of 2012;
- A copy of a Nationwide Permit Pre-Construction (PCN) Form completed for the project and submitted to the U.S. Army Corps of Engineers (USACE); and,

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<sup>1</sup> The base fee for dredge and fill projects was raised to \$1,097, effective October 14, 2013.

David Golkar  
Hidden Canyon Industrial Park  
401 Certification 332013-18

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May 29, 2014

- A copy of the Biological Report and Impact Analysis for the Hidden Canyon Industrial Park Project Site.

In December 2013, we received the draft CDFW Streambed Alteration Agreement for the project. Subsequently, CDFW staff confirmed that the Agreement had been approved. In addition, CDFW staff approved a Habitat Mitigation Monitoring Plan (HMMP) associated with the Agreement. In addition, on April 14, 2014, we received the final fee payment required for consideration of the project, \$29,577, as determined by SWRCB's Dredge and Fill Fee Calculator version 13b (12/20/2013).

This letter responds to your request for certification, pursuant to Clean Water Act Section 401, that the proposed project, described below, will comply with State water quality standards outlined in the Water Quality Control Plan for the Santa Ana River Basin 1995 (Basin Plan), and subsequent amendments.

1. Project Description:

The approximately 196 acre Hidden Canyon Industrial Park Specific Plan Project site is located southeasterly of the intersection of State Route 60 and Jackrabbit Trail in the city of Beaumont. The proposed project is to construct of up to 2.89 million square feet of distribution warehouse uses configured as two buildings, one on each of two parcels (see the attached figure). Supporting infrastructure such as roadways, parking areas, landscaping, and a stormwater detention basin are also proposed for the site. The proposed extension of 4<sup>th</sup> Street will bisect the property.

Jurisdictional waters on site include a segment of Cooper's Creek, which flows perennially with treated effluent discharged from the City of Beaumont's wastewater treatment facility, and four small ephemeral drainages. These jurisdictional waters cover a total of 0.692 acres, of which project construction will permanently impact 0.195 acres and temporarily impact 0.012 acres.

2. Location: Longitude/Latitude: 117 01' 44"W/33 55' 46"N  
Section/Township/Range/ Quadrangle:  
NE, NW and SW quarters of section 7, T3S, R1W, *El Casco*,  
*California* USGS Quadrangle
3. Receiving water: Cooper's Creek and Drainage D are tributary to San Timoteo Creek Reach 3 which has the following present or potential beneficial uses: GWR, REC1, REC2, WARM, and WILD.
- Drainages A, B, and C are tributary to Laborde Canyon and the San Jacinto River Reach 4 which have the following intermittent beneficial uses: Intermittent AGR, GWR, REC1, REC2, WARM, and WILD.

David Golkar  
Hidden Canyon Industrial Park  
401 Certification 332013-18

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May 29, 2014

4. Fill Area: Project Jurisdictional Impacts

Permanent impacts 0.195 acre, 2,267 linear ft.  
Temporary impacts 0.012 acre, 80 linear ft.  
Total impacts 0.207 acre<sup>2</sup>, 2347 linear ft.

5. Dredge volume: NA

6. Federal permit: USACE Nationwide Permit # 39

7. Mitigation:

You have proposed to mitigate project water quality impacts as described in the CDFW Streambed Alteration Agreement for the project and the Biology Report and Impact Analysis of October 2013. The proposed mitigation is summarized below:

For permanent and temporary project impacts to jurisdictional waters, mitigation areas along Cooper's Creek will be established. These consist of the removal of three existing bridges crossing Cooper's Creek and the creation of two mitigation areas (referred to as polygons). The removal of three bridges will create and restore 0.113 acre of riparian habitat in the former footprints of the bridges on Cooper's Creek. Mitigation Area 1, (2.23 acres), will be located along the southern edge of the existing riparian habitat along Cooper's Creek and mitigation Area 2, (1.26 acres), will be located along the northern edge of the existing riparian habitat along Cooper's Creek. For both areas some grading will be required to lower the elevations sufficient to support riparian habitats. The total mitigation area proposed is 3.603 acres consisting of 3.519 acres of riparian habitat creation (Mitigation Areas 1 and 2) and 0.128 acre of riparian habitat restoration.

Temporarily impacted areas will be re-contoured to support creek flows and then seeded with native vegetation. A stormwater detention basin will be placed adjacent the eastern side of Building 2, to the north of Building 1, and southwest of Cooper's Creek and Mitigation Area 1. (see the attached figure)

Should the proposed project impact state- or federally-listed endangered species or their habitat, implementation of measures identified in consultation with U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife will ensure that those impacts are mitigated to an acceptable level. Appropriate BMPs will be implemented to reduce construction-related impacts to Waters of the State according to the requirements of the State Water Resources Control Board's

<sup>2</sup> As listed in an update to the Hidden Canyon Industrial Park Biological Report – December 2013.

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General Permit for Storm Water Discharges Associated with Construction Activity. In addition, Order No. R8-2010-0033 (NPDES Permit No. CAS618033), commonly known as the Riverside County Municipal Storm Water Permit, requires the completion of a Water Quality Management Plan for the project to be approved by the City of Beaumont.

This Water Quality Certification is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any the conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this Certification and civil or criminal liability.

Pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15096, as a responsible agency, the Regional Board is required to consider an Environmental Impact Report (EIR) or Negative Declaration prepared by the lead agency in determining whether to approve a project. A responsible agency has responsibility for mitigating and avoiding only the direct and indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve. Further, the responsible agency must make findings as required by Sections 15091 and, if necessary, 15093, for each and every significant impact of the project.

As required by Section 15096, the Regional Board has considered the environmental documentation prepared for the project (the 2012Hidden Canyon Specific Plan addendum to the Beaumont Gateway Specific Plan EIR), and information provided subsequently in the applicant's application, in approving this Certification. More specifically, the Regional Board has considered those sections of the EIR and addendum relating to water quality. Based on the mitigation proposed in the EIR and addendum, and the conditions set forth in this Certification, impacts to water quality will be reduced to a less than significant level and beneficial uses will be protected. The Regional Board independently finds that changes or alterations have been required in, or incorporated into the project, which avoid or mitigate impacts to water quality to a less than significant level.

**This 401 Certification is contingent upon the execution of the following conditions:**

- 1) The applicant must comply with the requirements of the applicable Clean Water Act section 404 permit.
- 2) The applicant must comply with requirements of the applicable Streambed Alteration Agreement as issued by the California Department of Fish and Wildlife.

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- 3) The maintenance and design of the proposed project stormwater detection basin must comply with Riverside County Flood Control and Water Conservation District standards and other applicable standards mandated by the City of Beaumont.
- 4) The proposed mitigation shall be timely implemented.
- 5) All materials generated from construction activities associated with this project shall be managed appropriately. This shall include identifying all potential pollution sources within the scope of work of this project, and incorporating all necessary pollution prevention BMPs as they relate to each potential pollution source identified.
- 6) The project proponent shall utilize BMPs during project construction to minimize the controllable discharges of sediment and other wastes to drainage systems or other waters of the state and of the United States.
- 7) Substances resulting from project-related activities that could be harmful to aquatic life, including, but not limited to, petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, portland cement concrete or asphalt concrete, and washings and cuttings thereof, shall not be discharged to soils or waters of the state. All waste concrete shall be removed.
- 8) Motorized equipment shall not be maintained or parked within or near any stream crossing, channel or lake margin in such a manner that petroleum products or other pollutants from the equipment may enter these areas under any flow conditions. Vehicles shall not be driven or equipment operated in waters of the state on-site, except as necessary to complete the proposed project. No equipment shall be operated in areas of flowing water.
- 9) The Permittee shall place a conservation easement on riparian habitat within Coopers Creek to protect fish and wildlife resources in perpetuity, as specified in the Streambed Alteration Agreement.

Under California Water Code, Section 1058, and Pursuant to 23 CCR §3860, the following shall be included as conditions of all water quality certification actions:

- (a) Every certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section §13330 of the Water Code and Article 6 (commencing with Section 3867) of this Chapter.

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(b) Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to Subsection §3855(b) of this Chapter and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

(c) Certification is conditioned upon total payment of any fee required under this Chapter and owed by the applicant.

If the above stated conditions are changed, any of the criteria or conditions as previously described are not met, or new information becomes available that indicates a water quality problem, the Regional Board may require the applicant to submit a report of waste discharge and obtain Waste Discharge Requirements.

In the event of any violation or threatened violation of the conditions of this certification, the holder of any permit or license subject to this certification shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification. Violations of the conditions of this certification may subject the applicant to civil liability pursuant to Water Code section 13350 and/or 13385.

This letter constitutes a Water Quality Standards Certification issued pursuant to Clean Water Act Section 401. I hereby certify that any discharge from the referenced project will comply with the applicable provisions of Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ (Order No. 2003-0017- DWQ), "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received Water Quality Certification" which requires compliance with all conditions of this Water Quality Standards Certification. Order No. 2003-0017-DWQ is available at:  
[www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2003/wqo/wqo\\_2003-0017.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo_2003-0017.pdf)

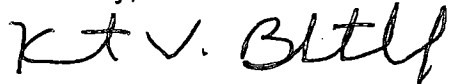
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Should there be any questions, please contact Dave Woelfel at (951) 782-7960, or Mark Adelson at (951) 782-3234.

Sincerely,



Kurt V. Berchtold  
Executive Officer  
Santa Ana Regional Water Quality Control Board

Enclosure

cc: (via electronic mail):

Harmsworth Associates – Paul Galvin  
U.S. Army Corps of Engineers – James Mace  
State Water Resources Control Board, OCC – David Rice  
California Department of Fish and Wildlife – Claire Ingel  
<Claire.Ingel@wildlife.ca.gov>



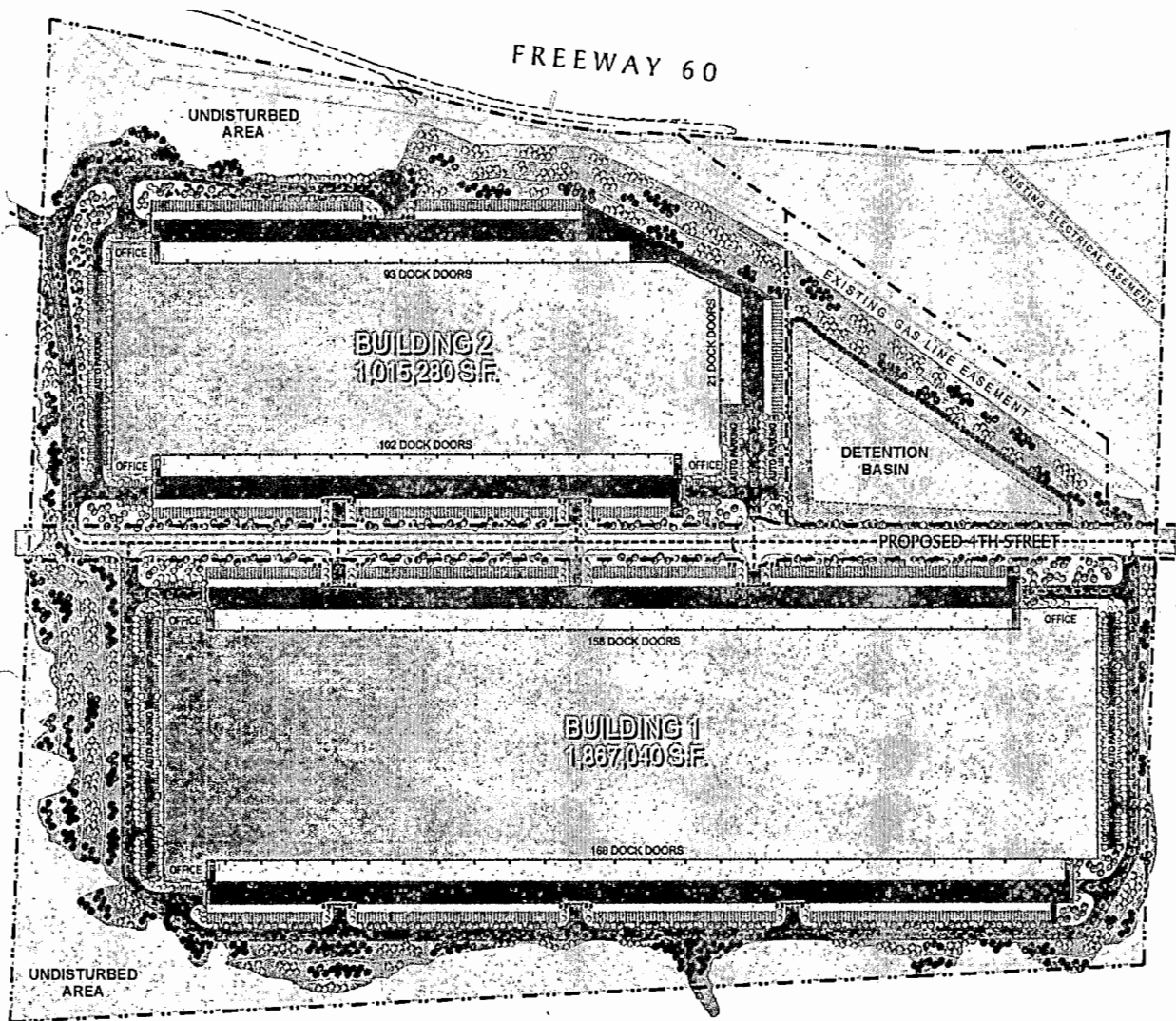


Figure 2.2-1 Project Site Development Concept from the Hidden Canyon Industrial Park Specific Plan, 2012.

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
INLAND DESERTS REGION  
3602 INLAND EMPIRE BLVD., SUITE C-220  
ONTARIO, CA 91764



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2012-0136-R6

HIDDEN CANYON INDUSTRIAL PARK PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Rox Consulting (Permittee), represented by Mr. David Golkar.

### **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee notified CDFW on September 13, 2012, that the Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the Permittee agrees to complete the project in accordance with the Agreement.

### **PROJECT LOCATION**

The project is located within Cooper's Creek, tributary to the San Timeteo Creek, and thence the Santa Ana River, and three unnamed drainages tributary to Leborde Canyon Creek, in the City of Beaumont, County of Riverside, California. The Project area lies south of State Route (SR) 60, north of longitude 33.9251, west of SR 79, and east of LeBorde Canyon; Latitude 33.9294, Longitude - 117.0288. The project is located within Assessor's Parcel Numbers (APNs) 421-020-001 and 421-020-006. Off-site access roads will be located within portions of APNs 422-060-018, 422-170-008, 421-020-007, 421-020-008, 421-020-004, 421-060-003, and 422-020-004.

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## PROJECT DESCRIPTION

The Project consists of development of the 198-acre site with general commercial and light industrial properties, detention basins, open space, mitigation areas, and associated roads. The project includes off-site access on the west side to Jack Rabbit Trail and east side to the future 4<sup>th</sup> Street extension. The project includes construction of one crossing of Cooper's Creek.

## PROJECT IMPACTS

Existing native fish and wildlife resources the project could potentially substantially adversely affect include: BIRDS – American crow (*Corvus brachyrhynchos*), American goldfinch (*Carduelis tristis*), American kestrel (*Falco sparverius*), American robin (*Turdus migratorius*), Anna's hummingbird (*Calypte anna*), Ash-throated Flycatcher (*Myiarchus cinerascens*), barn owl (*Tyto alba*), Bewick's wren (*Thryomanes bewickii*), black-chinned sparrow (*Spizella atrogularis*), black phoebe (*Sayornis nigricans*), burrowing owl (*Athene cunicularia*), bushtit (*Psaltriparus minimus*), California horned lark (*Eremophila alpestris actia*), California quail (*Callipepla californica*), California towhee (*Pipilo crissalis*), common raven (*Corvus corax*), Cooper's hawk (*Accipiter cooperii*), house finch (*Carpodacus mexicanus*), Least Bell's vireo (*Vireo bellii pusillus*), lesser goldfinch (*Carduelis psaltria*), loggerhead shrike (*Lanius ludovicianus*), mourning dove (*Zenaidura macroura*), northern harrier (*Circus cyaneus*), northern mockingbird (*Mimus polyglottos*), red-tailed hawk (*Buteo jamaicensis*), sharp-shinned hawk (*Accipiter striatus*), Say's phoebe (*Sayornis saya*), turkey vulture (*Cathartes aura*), white-crowned sparrow (*Zonotrichia leucophrys*), yellow warbler (*Dendroica petechial*), yellow-breasted chat (*Icteria virens*); MAMMALS – Audubon's cottontail (*Sylvilagus audubonii*), bobcat (*Lynx rufus*), California ground squirrel (*Spermophilus beecheyi*), coyote (*Canis latrans*), Mexican free-tailed bat (*Tadarida brasiliensis*), pocket gopher (*Thomomys bottae*), mule deer (*Odocoileus hemionus*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), San Diego desert woodrat (*Neotoma lepida intermedia*), San Diego pocket mouse (*Chaetodipus fallax fallax*), Stephen's kangaroo rat (*Dipodomys stephensi*), Yuma myotis (*Myotis yumanensis*); REPTILES – coast horned lizard (*Phrynosoma coronatum*), coastal whiptail (*Cnemidophorus tigris stejnegeri*), side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); and all other fish and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish and wildlife resources identified above include disturbance to, alteration of, and/or loss of nesting and foraging habitat and wildlife corridors. This Agreement authorizes impacts of up to 2.011 acres of jurisdictional areas consisting of permanent impacts to 1.62 acres of mature riparian vegetation and 0.263 acre of unvegetated streambed and temporary impacts to 0.123 acre of mature riparian vegetation and 0.005 acre of unvegetated streambed. Permittee shall not impact more than 2.011

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acres of jurisdictional areas. If impacts to streambed or riparian habitat exceed that authorized in this Agreement, Permittee shall mitigate at a minimum 5:1 replacement-to-impact ratio for the impacts beyond those previously authorized by this Agreement and submit a new streambed alteration agreement application for the entire project. All mitigation shall be reviewed and approved by the CDFW prior to implementation.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Designated Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of biological monitor(s) (Designated Biologist(s)) at least 45 days before commencement of project activities (including construction and/or site preparation). Permittee shall ensure that the Designated Biologist(s) is knowledgeable and experienced in the biology, natural history, collecting, and handling of appropriate species. The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in the clearing or grading of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. The Designated Biologist(s) shall confirm and monitor the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this

Agreement. Permittee shall obtain CDFW approval of Designated Biologist(s) in writing before commencement of project activities, and shall also obtain approval in advance in writing if a Designated Biologist must be changed.

- 1.5 Designated Biologist(s) Authority. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, and/or to order any reasonable measure to avoid the violation of any measure of this Agreement. The Designated Biologist(s) shall halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.
- 1.6 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.7 Take of Nesting Birds. Sections 3503, 3503.5, and 3513 of the FGC prohibit take of all birds and their active nests, including raptors and other migratory non-game birds (as listed under the Migratory Bird Treaty Act).

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Nesting Bird Plan. **Prior to project activities and no later than February 1, 2014,** Permittee shall submit to CDFW for review and approval a Nesting Bird Plan (NBP) that includes project specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include, at a minimum: monitoring protocols; survey timing and duration; the creation, maintenance, and submittal to CDFW of a bird nesting log; and project-specific avoidance and minimization measures. Avoidance and minimization measures shall include, at a minimum: project phasing and timing, monitoring of project-related noise, sound walls, and buffers.
- 2.2 Work Period and Time Limits - Bird Nesting Surveys. Migratory non-game native bird species are protected by international treaty under the federal Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. 703 *et seq.*). In addition, Sections 3503, 3503.5, and 3513 of the FGC prohibit the take of all birds and their nests. Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by FGC or any regulation made pursuant thereto; Section 3503.5 states that it is unlawful to take, possess, or destroy any

birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by FGC or any regulation adopted pursuant thereto; and Section 3513 states that it is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act. CDFW recommends Permittee avoid project activities from February 1 to September 30 to avoid impacts to nesting birds. If project activities cannot be avoided during the period of February 1 through September 30, the Designated Biologist(s) shall survey the project site, and within a recommended buffer of 500 feet surrounding the project site for both diurnal and nocturnal nesting birds, prior to commencing project activities (including construction and/or site preparation). Specific details on the timing of surveys in relation to each phase of project activities shall be summarized in the CDFW-approved NBP. Surveys shall be conducted by the Designated Biologist(s) at the appropriate time(s) of day, no more than three business days prior to commencement of project activities.

**Documentation of surveys and findings shall be consistent with the CDFW-approved NBP and shall be submitted to CDFW for review prior to conducting project activities.** If an active bird nest is located, the Designated Biologist(s) shall implement and monitor specific avoidance and minimization measures as specified in the CDFW-approved NBP (refer to Measure 2.1) designed to ensure that impacts to nesting birds do not occur and that the project complies with all applicable laws related to nesting birds and birds of prey. Copies of the nesting log shall be submitted to CDFW for review and concurrence according to the timeframe specified in the NBP.

- 2.3 Lighting Impacts. No lighting shall be allowed to impact jurisdictional areas, and the lighting and fencing for infrastructure adjacent to jurisdictional areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the open space and conserved areas without hindrance.
- 2.4 Burrowing Owl. Prior to the initiation of any project activities in jurisdictional areas, Permittee shall conduct a burrowing owl habitat assessment. The assessment shall be conducted by a biologist knowledgeable of burrowing owl habitat, ecology, and field identification of the species and burrowing owl sign. The assessment shall consist of walking the project site to identify the presence of burrowing owl habitat. Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low growing vegetation. Burrowing owl habitat includes, but is not limited to: native and nonnative grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use

burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement. A report summarizing the results of the habitat assessment shall be submitted to CDFW within 30 days following the completion of the assessment. Please note that burrowing owl habitat assessments dated more than one year prior to the construction start date will not be accepted by CDFW. If no suitable habitat is found on-site (i.e., if the site is completely covered in chaparral habitat, cement, or asphalt), no additional surveys are necessary. If suitable habitat is found onsite, burrowing owl surveys must be conducted during the breeding season of March 1 through August 31 in accordance with the attached *Burrowing Owl Survey Instructions* to determine the use of the site by burrowing owls. If burrowing owls are found onsite, Permittee shall comply with the MSHCP and submit the survey results and MSHCP compliance documents at least five days prior to commencing project activities to CDFW Inland Deserts Region at the address below under Contact Information. **Please reference SAA# 1600-2012-0136-R6.**

CDFW recommends focused surveys are conducted over all potential suitable habitat within the entire project site, even areas outside State jurisdiction pursuant to Section 1600. The burrowing owl is protected under the MBTA and Sections 3503, 3503.5 and 3513 of the FGC. Therefore, it is the responsibility of the project proponent to ensure compliance with these laws for the entire project site.

- 2.5 Nonnative plant species. CDFW recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels. Permittee shall not plant, seed, or otherwise introduce invasive nonnative plant species to the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels (minimum 100 foot setback from open space areas and 150 foot setback from stream channels and wetland/riparian mitigation sites). Invasive nonnative plant species not to be used include those species listed on the "California Invasive Plant Inventory, February 2006" and the "February 2007 Inventory Update", (which are updates to Lists A & B of the California Exotic Pest Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999"). This list includes: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, bush lupine, sweet alyssum, English ivy, French broom, Scotch broom, Spanish broom, and pepperweed. A copy of the complete list can be obtained by contacting the California Invasive Plant Council by phone at (510) 843-3902, at their website at [www.cal-ipc.org](http://www.cal-ipc.org), or by email at [info@cal-ipc.org](mailto:info@cal-ipc.org).

- 2.6 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.7 Bat Surveys. Using an appropriate combination of structure inspection, sampling, exit counts, and acoustic surveys, the CDFW-approved Designated Biologist(s) shall survey each structure and the surrounding area that may be impacted by the project for bats. **If bats are found using and bridges or culverts within the project area**, the biologist shall identify the bats to the species level, and evaluate the colony to determine its size and significance. The bat survey shall include: 1) the exact location of all roosting sites (location shall be adequately described and drawn on a map), 2) the number of bats present at the time of visit (count or estimate), 3) each species of bat present shall be named (include how the species was identified), 4) the location, amount, distribution and age of all bat guano shall be described and pinpointed on the map, and 5) the type of roost: night roost (rest at night while out feeding) versus day roost (resting during the day) must also be clearly stated. **The results of the bat survey shall be submitted to CDFW for review and concurrence no later than 60 days prior to the start of project activities.** Reports shall be mailed to CDFW Inland Deserts Region at the address below under Contact Information. **Please reference SAA# 1600-2012-0136-R6. No work shall occur onsite prior to CDFW review and concurrence with the bat survey report.**

If any structures house a maternity colony of bats, construction activities shall not occur during the recognized bat breeding season (March 1 to October 1). This Agreement does not authorize the take of adult or juvenile bats.

- 2.8 Bridge-dwelling Wildlife Protection. Permittee shall comply with the following bridge-dwelling wildlife protection measures **if bridge dwelling-wildlife is detected in the bridges or culverts.** All contractors,



subcontractors, and employees shall also comply with these measures and it shall be the responsibility of the Permittee to ensure compliance.

- 2.8.1 The CDFW-approved Designated Biologist(s) shall design and direct implementation of exclusionary devices designed to prevent birds and bats from utilizing bridges/culverts before construction activities begin. Exclusionary devices shall be installed on all bridges prior to the initiation of nesting season (February 1). Exclusionary devices shall cover both the sides and bottom of each bridge/culvert, or where appropriate. Passage underneath each bridge (through the channel) shall not be impeded. **Exclusionary materials shall be installed immediately following surveying the bridge for bridge-dwelling wildlife, shall not pose an entanglement risk to wildlife, and shall be regularly maintained.** Exclusionary materials shall not be installed if nesting bird activity is detected. If bats are found using any bridge, roost entrances shall be fitted with one-way doors that allow bats to exit but prevent entrance for a period of several days to encourage bats to relocate.
- 2.8.2 No gasoline or diesel engines shall be stored or operated under any bridge, unless the bridge has been cleared of bats.
- 2.8.3 All night work (dusk to dawn) in the vicinity of the structure (i.e., roadway widening, resurfacing, lighting, lane-closure setup, etc.) shall have concurrence from CDFW and the Designated Biologist(s) prior to any work or scheduling of any work between March 1 and October 1.
- 2.8.4 Vegetation removal around structures shall be minimized.
- 2.8.5 If any roosting bats are discovered during construction activities all work shall stop on, under, around, or within a setback determined by the CDFW-approved Designated Biologist(s) to ensure no impacts to Bridge-dwelling wildlife occur.
- 2.9 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.9.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.

- 2.9.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.9.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.9.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.9.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

### 3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.8 Bridge removal. Within 60 days of completion of the new bridge over Cooper's Creek, Permittee shall remove the three existing access bridges to create high quality in-stream habitat. Specifically a small access bridge currently crossing a tributary to Cooper's Creek at Latitude 33.9323, Longitude -117.0245; a large access bridge currently crossing Cooper's Creek at Latitude 33.9313, Longitude -117.0242; and a medium access bridge that currently crosses Cooper's Creek at Latitude 33.9210, Longitude -117.0231 will be removed. Bridge removal areas will contribute to creation

of wetland, and riparian habitat as described in measure 3.2 of this Agreement.

- 3.9 **Habitat Creation - Onsite. Within 60 days of project completion**  
Permittee shall create a minimum of 3.519 acres of wetland and willow, cottonwood, or oak-dominated riparian habitat adjacent to Cooper's Creek. Created habitat shall be contiguous with existing riparian habitat within Cooper's Creek. Mitigation activities shall include removal of all nonnative plant species, trash, and debris; and installation of riparian species and wetland species where appropriate. CDFW encourages Permittee to use native riparian plant materials that were trimmed, limbed, or otherwise removed during project activities for restoration purposes. A letter shall be submitted to CDFW upon completion of the habitat creation effort, and **no later than 60 days following project completion**, that includes a description of the habitat creation activities performed and before and after photographs of the areas.
- 3.10 **Habitat Restoration - Onsite. Within 60 days of Project completion**  
Permittee shall restore all temporary impact areas (0.128 acre) within CDFW jurisdiction. The disturbed portions of any stream shall be restored to their original condition as outlined in the HMMP. Restoration shall include the revegetation of areas cleared of vegetation.
- 3.11 **Revegetation Success Criteria.** Permittee shall monitor and maintain, as necessary, all plants within the habitat restoration and habitat creation sites for five (5) years to ensure successful revegetation. The success criteria for the creation and restoration sites are: *First year* – a minimum 80% survival of the container planting stock; *Second year* – a minimum of 90% survival of the container stock that survived past the first year; *Third year* – a minimum 50% ground cover of native species, less than 10% ground cover of non-native plant species, less than 5% cover of invasive plant species (*Cal IPC list*), and no site irrigation; *Fourth year* – a minimum 60% ground cover of native species, less than 10% ground cover of non-native plant species, 0% cover of invasive plant species (*Cal IPC list*), no site irrigation; *Fifth year* – a minimum 80% ground cover of native plant species, less than 5% ground cover non-native plant species, 0% cover of invasive plant species (*Cal IPC list*), and no site irrigation.
- 3.12 **Habitat Conservation - Onsite. Within twelve (12) months following signature to this Agreement and no later than January 15, 2015,**  
Permittee shall place a conservation easement on no less than 9.5 acres of riparian habitat within Coopers Creek to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of a local CDFW-approved conservation entity. **A draft conservation easement shall be provided to CDFW for review within nine (9) months following**

**signature to this Agreement and no later than November 15, 2014.** Permittee shall obtain CDFW written approval of any conservation easement before its recordation. **The final recorded conservation easement shall be provided to CDFW within 3 months following the approval of the draft conservation easement.** A Property Analysis Record (PAR), or substantially equivalent analysis, shall be conducted by Permittee and approved by CDFW and the CDFW-approved conservation entity to determine the management needs and costs described above, which then will be used to calculate the amount of capital needed for the management fund. This management fund shall be held and managed by an entity approved by CDFW. The entire area of Cooper's Creek and restoration and mitigation sites within the project area will be preserved in perpetuity. Permittee shall ensure and provide long-term funding for the management and maintenance of the conserved habitat in perpetuity. **A draft conservation easement shall be provided to CDFW within twelve (9) months following signature to this Agreement. Proof of payment to the management fund shall be provided to CDFW within twelve (12) months following signature to this Agreement and no later than January 15, 2015.**

#### 4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.8 Habitat Mitigation and Monitoring Plan. **No later than 60 days following execution of this Agreement and no later than March 15, 2014,** Permittee shall submit to CDFW for review and approval a Habitat Mitigation and Monitoring Plan (HMMP) for the 3.519-acre mitigation site designed to meet the habitat creation goals identified in Section 3 of this Agreement. At a minimum, the HMMP shall include the following information: (a) a description of the existing physical conditions of the creation and restoration site, including water resources and habitat types; and a map that identifies the location of the site; (b) a plan for the preparation of the habitat creation site, including removal of nonnative plant species, non-wetland/riparian plant species, and grading; (c) a local California native plant palette; (d) a planting plan, including monitoring and maintenance measures and a timeline; (e) an irrigation plan; (f) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the restoration site and a nonnative plant removal plan; and (g) success standards with contingency measures. Monitoring and maintenance of the creation and restoration site shall be conducted annually for a minimum of 5 years, or until CDFW determines the mitigation site is successful.
- 4.9 Annual Monitoring Reports. Permittee shall submit an annual monitoring report to CDFW by June 1 of each year for five (5) years after completion of

Notification #1600-2012-0136-R6  
Streambed Alteration Agreement  
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the construction project. The report shall discuss the mitigation performance as it relates to the success criteria. The report shall include the survival, percent cover, and height of both tree and shrub species. An overview of the revegetation effort, the number of species of plants replaced (if applicable), a summary on invasive species control methods, and the method used to assess these parameters shall also be included. Monitoring reports shall include photographs from designated photo stations.

- 4.10 Notification to CNDDDB. If any sensitive species are observed on or in proximity to the project site, or during project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: [www.dfg.ca.gov/whdab/pdfs/natspec.pdf](http://www.dfg.ca.gov/whdab/pdfs/natspec.pdf). **This information shall be mailed within five days to:** California Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information shall also be mailed within five days to CDFW Inland Deserts Region, 3602 Inland Empire Blvd., Suite C-220, Ontario, CA, 91764, Attn: Daniel Orr. **Please reference SAA # 1600-2012-0136-R6.**
- 4.11 Notification of End of Construction. The Permittee shall notify CDFW, in writing, at least five (5) days prior to completion of project activities in jurisdictional areas. Notification shall be mailed to CDFW Inland Deserts Region, 3602 Inland Empire Blvd., Suite C-220, Ontario, CA, 91764, Attn: Daniel Orr. **Please reference SAA # 1600-2012-0136-R6.**

## CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

### To Permittee:

David Golkar  
Rox Consulting  
10551 Wilshire Boulevard  
Los Angeles, CA 92610  
(424) 279-0909  
[dgolkar@sbcglobal.net](mailto:dgolkar@sbcglobal.net)

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Page 13 of 16

To CDFW:

Daniel Orr  
Department of Fish and Wildlife  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 9764  
Notification #1600-2012-0136-R6  
(909) 481-2945 (fax)  
[daniel.orr@wildlife.ca.gov](mailto:daniel.orr@wildlife.ca.gov)

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

**ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Notification #1600-2012-0136-R6  
Streambed Alteration Agreement  
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Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

#### **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

#### **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

#### **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

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The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire on **September 1, 2017**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

## **AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.



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Streambed Alteration Agreement  
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**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR ROX CONSULTING**




---

David Golkar  
President

FEB, 14, 2014  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

  
(For)

---

Leslie MacNair  
Environmental Program Manager

4-24-14  
Date

Prepared by: Daniel Orr  
Environmental Scientist



California Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
78078 Country Club Drive, Suite 109  
Bermuda Dunes, CA 92203  
(760) 200-9158  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

*EDMUND G. BROWN, Jr., Governor*  
*CHARLTON H. BONHAM, Director*



September 18, 2017

David Golkar  
Rox Consulting  
11740 Wilshire Boulevard, Unit A1310  
Los Angeles, CA 90025

Dear Mr. Golkar:

**Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2012-0136-R6, Hidden Canyon Industrial Park Project**

The California Department of Fish and Wildlife (CDFW) received your request to extend Lake or Streambed Alteration Agreement (Agreement) and extension fee, for the above referenced agreement. CDFW hereby grants your request to extend the Agreement expiration from September 1, 2017, to September 1, 2020. All other conditions in the original Agreement remain in effect.

Copies of the original Agreement and this letter must be readily available at project worksites and must be presented when requested by a CDFW representative or other agency with inspection authority.

If you have any questions regarding this letter, please contact Charles Land, Environmental Scientist, at (760) 200-9418 or by email at [Charles.Land@wildlife.ca.gov](mailto:Charles.Land@wildlife.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Flores".

Michael D. Flores  
Senior Environmental Scientist  
Inland Deserts Region

**EXHIBIT “C”**  
**LEGAL DESCRIPTION OF PROPERTY**

That portion of Land situated in the County of Riverside, State of California, being that portion of the east one half of the west one half of the northeast quarter of Section 7, Township 3 South, Range 1 West, San Bernardino Meridian, more particularly described as follows, lying with assessors Parcel No. 424-010-007, being a portion of the property, described as follows:

Commencing at the north quarter corner of said Section 7, said point being north 84° 59' 13" east, 2650.57 feet from the northwest corner of said Section 7 and south 84° 59' 13" west, 2650.57 feet from the northeast quarter of said Section 7; thence along the north line of said Section 7, north 84° 59' 13" east, 662.64 feet to the west line of said east one half of the west one half of the northeast quarter of Section 7, said point being south 84° 59' 13" west, 1987.93 feet from the northeast quarter corner of said Section 7; thence leaving said north Section 7 line and along said west line, south 00° 20' 23" east, 874.33 feet to the point of beginning.

Thence continuing along said west line of the east half of the west half of the northeast quarter of Section 7, south 00° 20' 23" east, 1797.87 feet to the southwest corner of said east half of the west half of the northeast quarter of Section 7, said point being north 85° 00' 41" east, 667.91 feet from the center of said Section 7; thence leaving said west line, and along the south line of said east half of the west half of the northeast quarter of Section 7, North 85° 00' 21" east 667.91 feet to the southeast corner of said east half of the west half of the northeast quarter of Section 7, said point being south 85° 00' 41" west, 1335.81 feet from the east quarter corner of said Section 7; thence leaving said south line and along the east line of east half of the west half of the northeast quarter of Section 7, north 00° 27' 10" west. 1494.61 feet to a non-tangent curve concave northeasterly, having a radius of 1206.00 feet, the radial to said point bears south 13° 45' 43" west; thence leaving said east line and northwesterly along said curve through a central angle of 07° 16' 56", an arc distance of 153.28 feet to a tangent line; thence leaving said curve and along said tangent line north 68° 57' 21" west, 555.08 to the point of beginning.

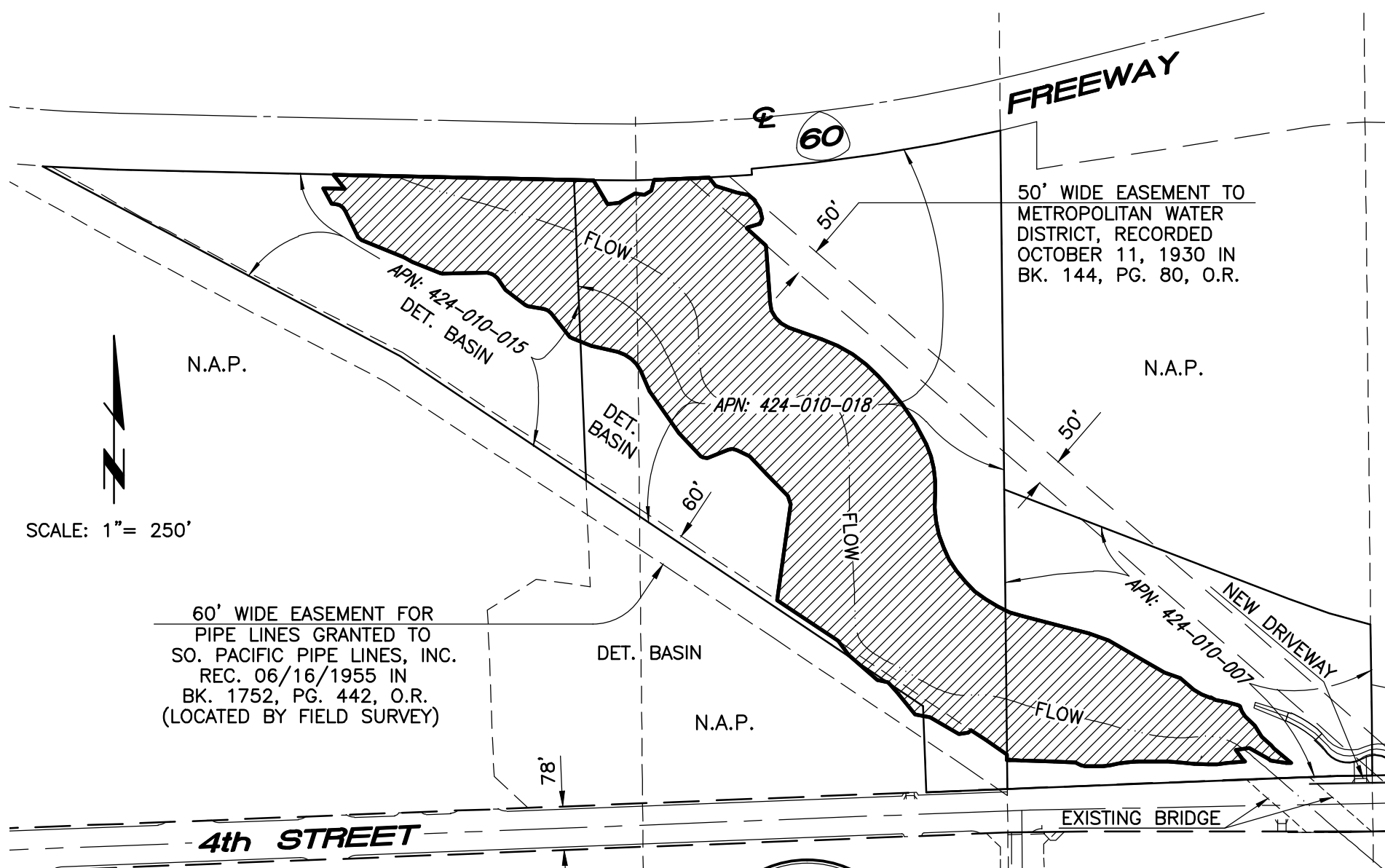
APN: 424-010-007

REAL PROPERTY situated in the City of Beaumont, County of Riverside, State of California, described as follows:

Parcel C as shown on that certain map entitled "Parcel Map No. 36426," recorded March 16, 2017, in Book 242 of Parcel Maps, at Page 24 through 29, inclusive, Official Records of Riverside County, California.

APNS: 424-010-015 and 424-010-018

**EXHIBIT "D"**  
**LEGAL DEPICTION OF PROPERTY**



N.A.P.

N.A.P.

60' WIDE EASEMENT FOR  
PIPE LINES GRANTED TO  
SO. PACIFIC PIPE LINES, INC.  
REC. 06/16/1955 IN  
BK. 1752, PG. 442, O.R.  
(LOCATED BY FIELD SURVEY)

50' WIDE EASEMENT TO  
METROPOLITAN WATER  
DISTRICT, RECORDED  
OCTOBER 11, 1930 IN  
BK. 144, PG. 80, O.R.

SCALE: 1" = 250'

**4th STREET**

**LEGEND:**



INDICATES "COOPER'S CREEK"  
CONSERVATION EASEMENT AREA.  
CONTAINS: 477,069 SQ. FT.  
10.95 ACRES ±



INDICATES PROPERTY LINE



CONSERVATION EASEMENT AREA  
"COOPER'S CREEK"

**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

DATE: FEBRUARY 03, 2025 | J.N. 30801 | SHEET 1 OF 1

**EXHIBIT “E”**  
**ENDOWMENT ASSESSMENT**

**EXHIBIT “F”**  
**ENDOWMENT INVESTMENT**

**PROPERTY ANALYSIS RECORD (“PAR”)**

**PAR**

Property Analysis Record

***“Planning for Conservation in Perpetuity”***



Title: Beaumont Crossroads III PAR v.04  
Riverside County, California  
PAR Code/Internal Reference: BeaCrs04  
Prepared By: Michael Viramontes, Rivers & Lands Conservancy  
Date: 26Sep2024



Beaumont Crossroads III PAR v.04

BeaCrS04

I. Tasks and Cost Analysis

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**Initial and Capital**

Task	Specific Description	Unit	# of Units	Cost per Unit	# of Years	Contin (%)	Subtotal	Admin (%)
<b>Conservation Easement</b>								
Database Management	Field notes, photos, update property record	L. Hours	3	\$105.00	3	10%	\$1,039.50	22%
Easement Compliance Monitoring	Follow up survey	L. Hours	6	\$105.00	1	10%	\$693.00	22%
Easement Compliance Monitoring Visits	Semi-annual visit 1	L. Hours	8	\$105.00	3	10%	\$2,772.00	22%
Easement Compliance Monitoring Visits	Semi-annual visit 2	L. Hours	8	\$105.00	3	10%	\$2,772.00	22%
Landowner Communications	Follow-up Communications	L. Hours	8	\$105.00	3	10%	\$2,772.00	22%
<b>Data Management &amp; Reports</b>								
Annual Report Review	Director Review	L. Hours	2	\$155.00	3	10%	\$1,023.00	22%
Annual Report/Work Plan	Year 2 and ongoing	L. Hours	16	\$105.00	2	10%	\$3,696.00	22%
Annual Report/Work Plan	Year 1 Preparation and Submittal	L. Hours	32	\$105.00	1	10%	\$3,696.00	22%
<b>Habitat Maintenance &amp; Enhancement</b>								
Adaptive Management	Respond to changes	Item	1	\$1,000.00	3	10%	\$3,300.00	
Exotic Animal Control	Trapping-cowbird	Contract	1	\$10,000.00	2	10%	\$22,000.00	
Exotics Control	Coordination w/Contractor	L. Hours	8	\$105.00	3	10%	\$2,772.00	22%
Weed Control Contractor	Fall/Spring treatments	Contract	2	\$2,750.00	3	10%	\$18,150.00	
<b>Operations</b>								
Audit	Audit-cost share	Acre	10.95	\$0.55	3	10%	\$19.87	22%
Endowment Management	Endowment Report	L. Hours	4	\$210.00	3	10%	\$2,772.00	22%
Insurance	LTA CE Policy	Item	2	\$67.00	3	10%	\$442.20	22%
Insurance	Liability	Acre	10.95	\$0.22	3	10%	\$7.95	22%
Legal and Emergency Fund	Violation/Remediation - one time fee	Fee	1	\$40,000.00	1		\$40,000.00	
Project Accounting	Setup and Maintain	L. Hours	4	\$110.00	3	10%	\$1,452.00	22%
Title Insurance	Standard CLTA - one time fee	Dollars	1	\$1,500.00	1		\$1,500.00	

Beaumont Crossroads III PAR v.04      BeaCr04

Task	Specific Description	Unit	# of Units	Cost per Unit	# of Years	Contin (%)	Subtotal	Admin (%)
<b>Public Services</b>								
Education Fund	Establish Fund	Item	1	\$5,000.00	1		\$5,000.00	
<b>Vehicle &amp; Field Equipment</b>								
Camera Digital	Semi-annual	Item	2	\$10.00	3	10%	\$66.00	22%
GPS Handheld Unit	Semi-annual	Item	2	\$10.00	3	10%	\$66.00	22%
Vehicle	Vehicle Mileage	Mile	300	\$0.58	3	10%	\$574.20	22%

**Subtotal:**            \$116,585.72  
**Administration:**    \$5,859.85  
**Total:**                \$122,445.57

Beaumont Crossroads III PAR v.04

BeaCrs04

**Perpetual**

Task	Specific Description	Unit	# of Units	Cost per Unit	Freq (Yrs)	Contin (%)	Subtotal	Admin (%)
<b>Conservation Easement</b>								
Database Management	Field notes, photos, update property record	L. Hours	3	\$105.00	1	10%	\$346.50	22%
Easement Compliance Monitoring	Follow up survey	L. Hours	6	\$105.00	3	10%	\$231.00	22%
Easement Compliance Monitoring Visits	Semi-annual visit 1	L. Hours	8	\$105.00	1	10%	\$924.00	22%
Easement Compliance Monitoring Visits	Semi-annual visit 2	L. Hours	8	\$105.00	1	10%	\$924.00	22%
Landowner Communications	Follow-up Communications	L. Hours	8	\$105.00	1	10%	\$924.00	22%
<b>Data Management &amp; Reports</b>								
5-yr. Maint. Report	Director Review	L. Hours	2	\$155.00	5	10%	\$68.20	22%
5-yr. Maint. Report	Report Preparation and Submit	L. Hours	16	\$105.00	5	10%	\$369.60	22%
Annual Report Review	Director Review	L. Hours	2	\$155.00	1	10%	\$341.00	22%
Annual Report/Work Plan	Year 2 and ongoing	L. Hours	16	\$105.00	1	10%	\$1,848.00	22%
<b>Habitat Maintenance &amp; Enhancement</b>								
Adaptive Management	Respond to changes	Item	1	\$1,000.00	2	10%	\$550.00	
Exotic Animal Control	Trapping-cowbird	Contract	1	\$10,000.00	2	10%	\$5,500.00	
Exotics Control	Coordination w/Contractor	L. Hours	6	\$110.00	1	10%	\$726.00	22%
Weed Control Contractor	Fall/Spring treatments	Contract	2	\$2,750.00	1	10%	\$6,050.00	
<b>Operations</b>								
Audit	Audit-cost share	Acre	10.95	\$0.55	3	10%	\$2.21	22%
Endowment Management	Endowment Report	L. Hours	2	\$210.00	1	10%	\$462.00	22%
Insurance	LTA CE Policy	Item	2	\$67.00	1	10%	\$147.40	22%
Insurance	Liability	Acre	10.95	\$0.22	1	10%	\$2.65	22%
Legal and Emergency Fund	Violation/Remediation - one time fee	Fee	0					
Project Accounting	Setup and Maintain	L. Hours	2	\$110.00	1	10%	\$242.00	22%

Beaumont Crossroads III PAR v.04      BeaCrs04

Task	Specific Description	Unit	# of Units	Cost per Unit	Freq (Yrs)	Contin (%)	Subtotal	Admin (%)
<b>Vehicle &amp; Field Equipment</b>								
Camera Digital	Semi-annual	Item	2	\$10.00	1	10%	\$22.00	22%
GPS Handheld Unit	Semi-annual	Item	2	\$10.00	1	10%	\$22.00	22%
Vehicle	Vehicle Mileage	Mile	300	\$0.58	1	10%	\$191.40	22%

**Subtotal:**            \$19,893.96  
**Administration:**    \$1,714.67  
**Total:**                \$21,608.63

Beaumont Crossroads III PAR v.04

BeaCrs04

## II. Financial Summary

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Item Description	Total
<b>Financial Requirements—Initial and Capital</b>	
Management Costs	\$110,214
Contingency Expense	\$6,371
Administrative	\$5,860
<b>Total Costs</b>	<b>\$122,446</b>
<b>Financial Requirements—Perpetual</b>	
<b>1. Average Annual Perpetual Costs</b>	
Management Costs	\$18,085
Contingency Expense	\$1,809
Administrative	\$1,715
<b>Total Costs</b>	<b>\$21,609</b>
<b>2. Endowment</b>	
Endowment to Produce Income of \$21,609	\$617,389
<i>Stewardship costs are based on 3.5% of endowment earnings per year</i>	
<b>Total Funding Required</b>	<b>\$739,835</b>
<i>Includes Initial and Capital Total Cost plus Endowment</i>	

**EXHIBIT “G”**  
**RLC ENDOWMENT CERTIFICATION**

**Conservation Endowment Certification**  
**(Cal. Gov. C. 65968(e))**

Pursuant to California Government Code section 65968(e), Rivers & Lands Conservancy, a California non-profit public benefit corporation (“**RLC**”) certifies that it meets all of the following requirements.

1. RLC has the capacity to effectively manage each Endowment Fund;
2. RLC has the capacity to achieve reasonable rates of return on the investment of each Endowment Fund similar to those of other prudent investors for endowment funds and shall manage and invest each Endowment Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
3. RLC utilizes generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity for nonprofit organizations;
4. RLC will be able to ensure that each Endowment Fund is accounted for, and tied to the Property; and
5. RLC has an investment policy that is consistent with the UPMIFA.

**EXHIBIT C**

**AGENCY AND REPRESENTATION LETTER  
(Beaumont Crossroads Conservation Easement Area)**

\_\_\_\_\_, 2025

To Whom It May Concern:

The City of Beaumont, a general law city ("**City**"), owns approximately 6.26 acres in the County of Riverside, California, designated as Assessor's Parcel Number 424-010-007, which parcel is located within the Hidden Canyon Specific Plan area ("**City Property**"). Beaumont Crossroads Logistics II Park Association, a California non-profit mutual benefit corporation owns Assessor's Parcel Numbers 424-010-015 and 424-010-018, which are also within the Hidden Canyon Specific Plan ("**BCL Property**").

The City Property and BCL Property must comply with the requirements of that certain Habitat Mitigation and Monitoring Plan dated September 1, 2016 ("**HMMP**").

For matters of economy and efficiency, City and BCL have agreed that BCL shall have the right to represent City in satisfying the conditions of the HMMP relating to (i) the Conservation Easement, (ii) the Endowment Agreement and (iii) any other requirements necessary to satisfy the requirements of the HMMP. BCL is hereby appointed as City's agent and representative for such matters.

The Rivers & Land Conservancy, the County of Riverside and any other public agencies are hereby authorized to accept BCL as our agent and representative with respect to the HMMP.

Very truly yours,

THE CITY OF BEAUMONT

By: \_\_\_\_\_  
Elizabeth Gibbs, City Manager

Approved as to Form:

By: \_\_\_\_\_  
City Attorney