

PARK DEDICATION AGREEMENT

This Park Dedication Agreement ("Agreement") is made as of May __, 2020, by and between the City of Beaumont, a municipal corporation organized and existing under the laws and constitution of the State of California (the "City"), and SDC FAIRWAY CANYON, LLC ("Developer"). The City and Developer are each sometimes referred to in this Agreement individually as a "Party," and collectively as the "Parties." The City and Developer are entering into this Agreement with reference to the following facts:

R E C I T A L S

A. Developer is the developer of certain real property located in the City which included three parcels as more particularly described in eth Grant Deeds attached hereto as **Exhibit "A"** attached hereto and incorporated herein which has been improved as Trevino Park, Palmer Park and Nicklaus Park (the "**Property(ies)**" or the "Park(s)").

B. Each of the Properties is in good operating condition and repair.

C. Tract Map 31865 requires Developer to offer for dedication the Property and City is willing to accept the dedication of the Property subject to the terms of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein and become a part of this Agreement.

2.1 Obligations of Developer. Developer has designed, obtained all permits for, contracted for the construction of, constructed and paid all costs associated with the acquisition and improvement of the Parks in accordance with applicable law including the prevailing wage laws in the Labor Code. All of the improvements to the Properties were completed in a good and workman like manner and condition.

2.2 There are no, and there shall be no, mechanic's liens or monetary encumbrances recorded against the Property. Developer will convey title to the Property to the City by executing the Grant Deeds attached hereto as Exhibit "A" and deliver Policies of Title Insurance applicable to each Property for the estimated fair market value of the Property as determined by City showing no monetary encumbrances of any kind in such form and content as required by the City. Developer shall pay all property taxes, assessments, fees and monetary encumbrances through the Acceptance Date.

2.3 The following changes shall be made to the following Preliminary Reports:

TREVINO PARK: PRELIMINARY REPORT DATED NOVEMBER 1, 2019 (989-30038486) – DELETE EXCEPTION #16 (DEED OF TRUST \$24,000,000.00) FROM SCHEDULE B

PALMER PARK: PRELIMINARY REPORT DATED MARCH 5, 2020 (989-30044501) – DELETE EXCEPTION #15 (DEED OF TRUST \$24,000,000.00) FROM SCHEDULE B

NICKLAUS PARK: PRELIMINARY REPORT DATED NOVEMBER 8, 2019 (989-30038487) – DELETE EXCEPTION #18 (DEED OF TRUST \$24,000,000.00) FROM SCHEDULE B

3. City Obligations. Upon receipt of the duly recorded Grant Deeds for the Property in form and substance satisfactory to City and the Policies of Title Insurance as required by Section 2, and compliance with all terms of this Agreement City shall record a Certificate of Acceptance for each of the Properties in the form attached hereto as **Exhibit “A”**. The date of recordation of said Certificate of Acceptance shall be the “Acceptance Date”.

4. Maintenance and Warranties. The Developer shall maintain or cause to be maintained the Properties in good and safe condition until the Acceptance Date for the Property in question. Prior to the Acceptance Date, the Developer shall be responsible for performing any required maintenance. On or before the Acceptance Date the Developer shall assign to the City all of the Developer’s rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Property. For each Property to be owned by the City, the Developer shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Property. The City shall be responsible for maintenance of each Property from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Developer shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other improvements), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Developer, at its own cost and expense, to the satisfaction of the City. The Developer shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Properties to be acquired by the City shall be delivered to the Director as part of the transfer of title.

5.1 Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Properties, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer’s Liability - Workers’ Compensation - coverage as required by law; Employer’s Liability - limits of at least \$1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - \$2,000,000.00; (iii) Automobile Liability - Combined Single Limit - \$1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - \$2,000,000.00.

All of the Developer’s insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Properties. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

- (b) Severability of interest clause.
- (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Developer.
- (d) Written on a claims made basis.

Promptly on execution of this Agreement by the Developer, the Developer shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Developer shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Agreement.

5.2 Standards Applicable. The Developer may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be available under a separate, policy relating only to this Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

5.3 Evidence of Insurance. Prior to the Acceptance Date, the Developer shall furnish to the City, from time to time upon request of the City, a certificate of insurance regarding each insurance policy required to be maintained by the Developer hereunder.

6. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, City Council members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement or arising out of or in any way related to or caused by the condition of the Property, the design and construction of the of improvements on the Property ("Claims") including, but not limited to, claims under the California Labor Code concerning prevailing wages and with respect to claims for hazardous substances on or under the Property. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City its elected officials, City Council members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City and its employees, contractors or agents as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, City Council members, employees, or agents.

7. General Provisions.

(a) If any dispute arises out of or concerning this Agreement, the prevailing Party shall be entitled to recover, in addition to any damages and/or equitable relief, its reasonable attorneys' fees in that dispute.

(b) This Agreement shall be interpreted, enforced and governed by the laws of the State of California.

(c) This Agreement shall be construed as if prepared jointly by the Parties and any uncertainty or ambiguity shall not be interpreted against any one Party.

(d) If any provision of this Agreement shall be deemed unenforceable for any reason, the remaining provisions will be given full force and effect.

(e) This Agreement may be executed in counterparts which when taken together constitute the entire agreement among the Parties hereto.

(f) The person(s) signing this Agreement on behalf of any specified Party represents that he or she has full authority to execute this Agreement on behalf of such Party and that such Party is authorized to enter into this Agreement.

(g) This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors in interest, and assignees of the respective Parties. All heirs, successors and assignees shall be bound by the rights, duties and obligations of the Parties arising under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DEVELOPER:

SDC FAIRWAY CANYON, LLC, a Delaware limited liability company

By: _____
Stephan Z. Elieff, Manager

CITY OF BEAUMONT

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:



APN 413-790-047 SPACE ABOVE THIS LINE RECORDER'S USE

Transfer Tax Not Applicable: R&T Code 11922

Exempt from Recording Fees: Gov. Code 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
("Grantor"), hereby GRANTS to the City of Beaumont, a municipal corporation ("Grantee"), the following
described real property in the City of Beaumont, County of Riverside, State of California, together with (i) all
rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest of
Grantor in and to any street or alley, opened or proposed, abutting such real property:

See **Exhibit "A"** attached hereto and incorporated herein by reference

TOGETHER WITH:

1. All tenements, hereditaments and appurtances, including easements and water rights, if any, thereto
belonging or appertaining, and any mineral rights, reversions, remainders, rents issues or profits thereof;
and
2. All rights, title and interests of Grantor in and under all covenants, conditions, restrictions,
reservations, easements and other matters of record.

GRANTOR:
SDC FAIRWAY CANYON, LLC, a Delaware
limited liability company

By: _____
Stephan Z. Elieff, Manager

Dated: _____, 2020

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 Riverside)

On _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 9 OF [PARCEL MAP NO. 32776](#) AS PER MAP FILED IN [BOOK 216 PAGES 47 THROUGH 52](#), IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA RECORDED IN OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF PARCEL 9 CONVEYED TO THE CITY OF BEAUMONT BY "OFFER OF DEDICATION" AND ACCEPTANCE ATTACHED THERETO WHICH RECORDED MARCH 3, 2010 AS INSTRUMENT NO. [2010-0096853 OF OFFICIAL RECORDS](#), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 9, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF OAK VALLEY PARKWAY AS SHOWN ON SAID MAP;
THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, NORTH 43°13'45" WEST, A DISTANCE OF 100.01 FEET TO A LINE PARALLEL AND 100.00 FEET NORTHWESTERLY OF THE MOST SOUTHERLY LINE OF SAID PARCEL 9 OF SAID PARCEL MAP;
THENCE LEAVING SAID RIGHT OF WAY LINE ALONG SAID PARALLEL LINE, NORTH 47°27'43" EAST, A DISTANCE OF 100.01 FEET TO A LINE PARALLEL AND 100.00 FEET NORTHEASTERLY OF SAID RIGHT OF WAY LINE OF SAID OAK VALLEY PARKWAY;
THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, SOUTH 43°13'45" EAST, A DISTANCE OF 100.01 FEET TO A POINT ON SAID MOST SOUTHERLY LINE OF SAID PARCEL 9;
THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, SOUTH 47°27'43" WEST, A DISTANCE OF 100.01 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID OAK VALLEY PARKWAY SAID POINT ALSO BEING THE POINT OF BEGINNING, BEING ALSO SHOWN AS "PARCEL A" ON A PLAT ATTACHED THERETO AND MADE A PART THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION OF PARCEL 9 CONVEYED TO THE CITY OF BEAUMONT BY "GRANT DEED" AND ACCEPTANCE ATTACHED THERETO WHICH RECORDED FEBRUARY 24, 2016 AS INSTRUMENT NO. [2016-0070806 OF OFFICIAL RECORDS](#), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF OAK VALLEY PARKWAY (70.00 FEET WIDE) AND PALMER AVENUE (80.00 FEET WIDE) AS SHOWN ON [PARCEL MAP NO. 32776 PER BOOK 216, PAGES 47 THROUGH 52, INCLUSIVE OF PARCEL MAPS](#) ON FILE AT THE RIVERSIDE COUNTY, CALIFORNIA, RECORDER'S OFFICE;

THENCE ALONG THE CENTERLINE OF SAID PALMER AVENUE THE FOLLOWING THREE (3) COURSES:

- (1) NORTH 46°46'15" EAST, 460.41 FEET TO THE BEGINNING OF A 608.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHEASTERLY;
- (2) THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°47'07", HAVING AN ARC LENGTH OF 422.19 FEET;
- (3) NORTH 86°33'22" EAST, 319.76 FEET;

THENCE DEPARTING THE CENTERLINE OF SAID PALMER AVENUE, SOUTH 03°26'38" EAST, 48.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PALMER AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALMER AVENUE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 86°33'22" EAST, 62.91 FEET TO THE BEGINNING OF A 948.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHWESTERLY;

- (2) THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°23'14", HAVING AN ARC LENGTH OF 56.04 FEET;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALMER AVENUE, SOUTH 00°00'00" EAST, 290.42 FEET;

THENCE NORTH 90°00'00" WEST, 118.61 FEET;

THENCE NORTH 00°00'00" EAST, 281.63 FEET TO A POINT LYING ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALMER AVENUE AND THE POINT OF BEGINNING, BEING ALSO SHOWN ON A MAP ATTACHED THERETO AND MADE A PART THEREOF.

ALSO EXCEPT THEREFROM ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OR THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, IN GRANT DEED RECORDED OCTOBER 19, 2005 AS INSTRUMENT NO. [2005-0862966 OF OFFICIAL RECORDS](#).

ALSO EXCEPT THEREFROM ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND RESTORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, IN GRANT DEED RECORDED OCTOBER 19, 2005 AS INSTRUMENT NO. [2005-0862966 OF OFFICIAL RECORDS](#).

ASSESSORS PARCEL NUMBER: 413-790-047

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

APN 413-790-037 SPACE ABOVE THIS LINE RECORDER'S USE

Transfer Tax Not Applicable: R&T Code 11922

Exempt from Recording Fees: Gov. Code 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
("Grantor"), hereby GRANTS to the City of Beaumont, a municipal corporation ("Grantee"), the following
described real property in the City of Beaumont, County of Riverside, State of California, together with (i)
all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest
of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See **Exhibit "A"** attached hereto and incorporated herein by reference

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto
belonging or appertaining, and any mineral rights, reversions, remainders, rents issues or profits thereof;
and
2. All rights, title and interests of Grantor in and under all covenants, conditions, restrictions,
reservations, easements and other matters of record.

Dated: _____, 2020

GRANTOR:
SDC FAIRWAY CANYON, LLC, a Delaware
limited liability company

By: _____
Stephan Z. Elieff, Manager

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 Riverside)

On _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 3 OF [PARCEL MAP NO. 31865](#), IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN [BOOK 210, PAGES 20 THROUGH 27 OF PARCEL MAP](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003, AS [INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS](#).

ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND, AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN THE GRANT DEED RECORDED NOVEMBER 14, 2003, AS [INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS](#).

ASSESSORS PARCEL NUMBER: 413-790-037

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

APNs 413-290-026; 413-460-051; 413-790-030 SPACE ABOVE THIS LINE RECORDER'S USE
Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
("Grantor"), hereby GRANTS to the City of Beaumont, a municipal corporation ("Grantee"), the following
described real property in the City of Beaumont, County of Riverside, State of California, together with (i)
all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest
of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See **Exhibit "A"** attached hereto and incorporated herein by reference

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto
belonging or appertaining, and any mineral rights, reversions, remainders, rents issues or profits thereof;
and
2. All rights, title and interests of Grantor in and under all covenants, conditions, restrictions,
reservations, easements and other matters of record.

Dated: _____, 2020

GRANTOR:
SDC FAIRWAY CANYON, LLC, a Delaware
limited liability company

By: _____
Stephan Z. Elieff, Manager

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 Riverside)

On _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 3 AND 9 OF PARCEL MAP NO. 31865, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 210, PAGES 20 THROUGH 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.

ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND, AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN THE GRANT DEED RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENTS AS DELINEATED IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT FOR STREET CONSTRUCTION, GRADING, FUEL MODIFICATION AND ACCESS, INGRESS AND EGRESS" RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899368 OF OFFICIAL RECORDS.

PARCEL C:

NON-EXCLUSIVE EASEMENTS AS DELINEATED IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 03-899367 OF OFFICIAL RECORDS.

PARCEL D:

NON-EXCLUSIVE EASEMENTS AS DELINEATED IN THAT CERTAIN DOCUMENT ENTITLED "ASSIGNMENT OF SCPGA EASEMENTS" RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 03-899370 OF OFFICIAL RECORDS.

PARCEL E:

EASEMENTS AS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "PARTIAL ASSIGNMENT OF RIVERSIDE LAND CONSERVANCY EASEMENTS", UPON THE TERMS, COVENANTS AND CONDITIONS.

ASSESSORS PARCEL NUMBERS: 413-290-026; 413-460-051; 413-790-030