



Town Council Agenda Report

Date: April 28, 2020 Item No. 3

To: Honorable Mayor and Town Council

Subject: AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer

Budgeted Item: Yes No N/A

RECOMMENDED ACTION:

Authorize staff to proceed with the exchange of real property between the Town of Apple Valley and Bryan and Ivy Fancy.

SUMMARY:

On January 28, the Town entered into an Agreement with Mr. Bryan Fancy authorizing the Town Right of Entry into parcel 0473-112-06 enabling the construction of the Kasota-Tuscola Connector Road which became necessary due to the elimination of the Outer Highway between Tuscola and Kasota Road. The Agreement is contingent upon the exchange of the Fancy's parcel for the Town owned parcel 0473-041-14 located on Symeron Road.

BACKGROUND:

Engineering staff initially approached the Fancy family about purchasing parcel 0473-112-06 to construct roadway improvements that would, ultimately, make the parcel unusable. Upon notification, Mr. Fancy stated that he would prefer to exchange his parcel for a different parcel. In a separate transaction, the Town acquired parcel 0473-041-14 for future roadway improvements between Outer Highway 18 South and Symeron Road. Upon review of the parcel and subsequent road dedication, Mr. Fancy agreed to the exchange and signed a Right of Entry to allow construction contingent upon the close of escrow for the Symeron Road parcel. Once escrow closed, BB&K prepared an Agreement for the Exchange of Real Property between the Town and Fancy family.

FISCAL IMPACT:

The exchange of parcels is considered an even exchange, and there is no fiscal impact.

ATTACHMENT:

1. Agreement for the Exchange of Real Property

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

This AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (the "Agreement"), dated as of _____, 2020 (the "Effective Date"), is entered into by and between the TOWN OF APPLE VALLEY, a municipal corporation (the "Town"), and BRYAN JOHN FANCY AND IVY LUCY FANCY, AS COTRUSTEES OF THE 1995 FANCY FAMILY TRUST INITIALLY CREATED THE 20TH DAY OF JULY 1995 (the "Fancy Family Trust"). Town and the Fancy Family Trust are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Town is the owner of certain real property located at Lot 34 Symeron Road in the Town of Apple Valley, identified as APN 0473-041-14. The Town recorded a dedication of public right of way to formalize Tao Road and modified the property description and title (the "Symeron property"), as described in **Exhibit "A"**, attached hereto and incorporated herein.

B. The Fancy Family Trust is the owner of certain real property on Tuscola Road in the Town of Apple Valley, identified as APN 0473-112-06 (the "Tuscola Property") and described in **Exhibit "B"** attached hereto and incorporated herein.

C. A map showing the locations of the Tuscola Property and Symeron Property is depicted in **Exhibit "C"** attached hereto and incorporated herein.

D. The Parties entered into a Right of Entry and Construction Agreement on January 28, 2020, for the purpose of allowing Town to enter the Tuscola Property in order to commence construction on a new connection road through the Tuscola Property ("Right of Entry").

E. Town is exchanging the Symeron Property for the Tuscola Property to construct this new connection road, which benefits the public interest and the Town's residents by increasing accessibility.

F. The Parties now desire to enter into an exchange whereby the Town will provide to the Fancy Family Trust the Symeron Property, and in exchange the Fancy Family Trust will provide to Town the Tuscola Property, pursuant to the terms and conditions of this Agreement, and at which time the Right of Entry expires.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS

1. Recitals are True and Correct. All of the recitals above are true and correct and are hereby incorporated into this Agreement.

2. Property Exchange. Upon the satisfaction or waiver of all of the conditions precedent to the Closing, set forth in Section 6 below, as of the Closing (a) Town will convey to the Fancy Family Trust all of Town's rights, title and interest in and to the Symeron Property; and (b) the Fancy Family Trust will convey to Town all of the Fancy Family Trust's rights, title and interest in and to the Tuscola Property (all of the above actions are collectively the "Exchange").

3. Escrow and Title.

3.1 Escrow Holder. The Exchange shall be consummated through an escrow (the "Escrow") conducted through _____, located at _____ (the "Escrow Holder").

3.2 Title Company. Any title policies issued for the benefit of Town with respect to the Tuscola Property and the Fancy Family Trust with respect to the Symeron Property, respectively, in connection with the Exchange shall be issued by _____ (the "Title Company").

3.3 Escrow Instructions. Escrow shall be opened within thirty (30) days after the execution of this Agreement by the Parties. This Agreement, together with any general escrow provisions from Escrow Holder, and any supplemental escrow instructions provided by the Parties, shall constitute Escrow Holder's instructions. The Parties agree to execute and deliver in writing to Escrow Holder such additional standard and supplemental instructions as Escrow Holder may reasonably require in order to clarify Escrow Holder's duties under this Agreement. However, in the event of any conflict or inconsistency between this Agreement and the general escrow provisions and any supplemental instructions requested by Escrow Holder, the terms of this Agreement shall govern the duties of Escrow Holder and the rights and obligations of the Parties.

3.4 Definition of Closing. For purposes of this Agreement, the term "Closing" shall mean the time when the Parties shall have recorded the Symeron Grant Deed and the Tuscola Grant Deed, as set forth in Section 7.3 of this Agreement.

4. Town Approval of Condition of Title/Due Diligence.

4.1 Town's Review of Condition of Title. Within thirty (30) days of the execution of this Agreement by the Parties, Town will have received and reviewed a preliminary title report covering the Tuscola Property (the "Tuscola Preliminary Title Report") issued by Title Company. Except as to matters to which Town objects in a writing delivered to the Fancy Family Trust within ten (10) days after Town's receipt of the Tuscola Preliminary Title Report, Town will be deemed to have approved and accepted those exceptions listed in Schedule B of the Tuscola Preliminary Title Report to the extent they apply. Those exceptions which Town has approved in the Tuscola Preliminary Title Report are hereinafter referred to as the "Tuscola Permitted Exceptions." The Tuscola Permitted Exceptions shall exclude any delinquent taxes or any taxes due prior to the Closing and any other monetary liens or encumbrances on the Tuscola Property. Pursuant to Section 8.1 herein, the Fancy Family Trust will pay all real property taxes and assessments allocable to the Symeron Property after the Closing Date. If the Fancy Family Trust has paid real property taxes and assessments on the Tuscola Property for any period after

the Closing Date, the Fancy Family Trust may petition the San Bernardino County Tax Collector's Office for a refund of such prorated amounts. .

4.2 Tuscola Title Insurance Policy. The Title Company shall issue to Town a policy of title insurance (the "Tuscola Title Policy") as to the Tuscola Property, containing the terms and provisions set forth in this Section 4.2. The Tuscola Title Policy shall be an ALTA Standard Policy of Title Insurance (formerly referred to as a CLTA Title Policy) in an amount determined by Town, showing fee simple title to the Tuscola Property vested in the Fancy Family Trust, subject only to the Tuscola Permitted Exceptions, and such other matters as to which Town may consent in writing. The premium for the Tuscola Title Policy and any costs in connection with the search and examination of title and/or for the issuance of Tuscola Preliminary Title Report shall be paid by Town. The Tuscola Title Policy shall be issued without reliance on any indemnity of the Fancy Family Trust or any third party to induce Title Company to issue the Tuscola Title Policy, without the prior written consent of Town. If Town so elects and Title Company agrees, the Tuscola Title Policy may include such endorsements as Town may reasonably request; provided, however, that all such endorsements shall be issued at Town's sole cost and expense.

4.3 Town Due Diligence. Town shall have the right to perform, at its sole cost and expense, such due diligence as it deems appropriate to investigate the suitability of the Tuscola Property for Town's intended uses, which investigations may include, but are not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of the Tuscola Property (the "Town Due Diligence") during which time Town shall have the absolute right to terminate the proposed Exchange transaction and this Agreement and related transactions for any reason whatsoever without such termination constituting a default and without any further obligations under this Agreement. The due diligence period shall be for a period of sixty (60) days, unless extended by mutual agreement of the parties in writing (the "Town Due Diligence Period"). Town will rely solely on its due diligence investigations in deciding whether to accept the Tuscola Property in its "as-is" status and condition. Notwithstanding the foregoing, The Fancy Family Trust agrees that it has provided, or will provide, to Town copies of any and all reports it has regarding the condition of the Tuscola Property and/or the improvements thereon, including but not limited to, any Phase I and/or Phase II environmental reports.

5. The Fancy Family Trust Approval of Condition of Title/Due Diligence.

5.1 The Fancy Family Trust's Review of Condition of Title. Within thirty (30) days of the execution of this Agreement by the Parties, the Fancy Family Trust will have received and reviewed a preliminary title report covering the Symeron Property (the "Symeron Preliminary Title Report") issued by Title Company. Except as to matters to which the Fancy Family Trust objects in a writing delivered to Town within ten (10) days after the Fancy Family Trust's receipt of the Symeron Preliminary Title Report, the Fancy Family Trust will be deemed to have approved and accepted those exceptions listed in Schedule B of the Symeron Preliminary Title Report to the extent they apply. Those exceptions which the Fancy Family Trust has approved in the Symeron Preliminary Title Report are hereinafter referred to as the "Symeron Permitted Exceptions." The Symeron Permitted Exceptions shall exclude any delinquent taxes or any taxes due prior to the Closing and any other monetary liens or encumbrances on the Symeron Property. Pursuant to Section 8.1 herein, based on Town's status as a public agency that is exempt from payment of real

property taxes, the Fancy Family Trust will pay all real property taxes and assessments allocable to the Symeron Property after the Closing Date. If the Fancy Family Trust has paid real property taxes and assessments on the Tuscola Property for any period after the Closing Date, the Fancy Family Trust may petition the San Bernardino County Tax Collector's Office for a refund of such prorated amounts. .

5.2 Symeron Title Insurance Policy. The Title Company shall issue to the Fancy Family Trust a policy of title insurance (the "Symeron Title Policy") as to the Symeron Property, containing the terms and provisions set forth in this Section 5.2. The Symeron Title Policy shall be an ALTA Standard Policy of Title Insurance (formerly referred to as a CLTA Title Policy) in an amount determined by Town, showing fee simple title to the Symeron Property vested in Town, subject only to the Symeron Permitted Exceptions, and such other matters as to which the Fancy Family Trust may consent in writing. The premium for the Symeron Title Policy and any costs in connection with the search and examination of title and/or for the issuance of Symeron Preliminary Title Report shall be paid by the Fancy Family Trust. The Symeron Title Policy shall be issued without reliance on any indemnity of Town or any third party to induce Title Company to issue the Symeron Title Policy, without the prior written consent of the Fancy Family Trust. If the Fancy Family Trust so elects and Title Company agrees, the Town Title Policy may include such endorsements as the Fancy Family Trust may reasonably request; provided, however, that all such endorsements shall be issued at the Fancy Family Trust's sole cost and expense.

5.3 The Fancy Family Trust's Due Diligence. The Fancy Family Trust shall have the right to perform, at its sole cost and expense, such due diligence as it deems appropriate to investigate the suitability of the Symeron Property for the Fancy Family Trust's intended uses, which investigations may include, but are not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of the Symeron Property (the "Fancy Family Trust Due Diligence") during which time the Fancy Family Trust shall have the absolute right to terminate the proposed Exchange transaction and this Agreement and related transactions for any reason whatsoever without such termination constituting a default and without any further obligations under this Agreement. The due diligence period shall be for a period of sixty (60) days, unless extended by mutual agreement of the parties in writing (the "Fancy Family Trust Due Diligence Period"). The Fancy Family Trust will rely solely on its due diligence investigations in deciding whether to accept the Symeron Property in its "as-is" status and condition. Notwithstanding the foregoing, Town agrees that it has provided, or will provide, the Fancy Family Trust copies of any and all reports it has regarding the condition of the Symeron Property and/or the improvements thereon, including but not limited to, any Phase I and/or Phase II environmental reports, to the extent any such reports exist.

6. Conditions Precedent to Closing.

6.1 Town's Conditions. Each of the following shall constitute a condition precedent to the obligations of Town to close the Escrow and may be waived only by a written waiver executed by Town and delivered to the Fancy Family Trust and to Escrow Holder:

(a) Documents. The documents described in Section 7.3(b) below shall have been deposited into Escrow by the Fancy Family Trust.

(b) Title Policy. Title Company shall be irrevocably committed to issue the Tuscola Title Policy upon the Closing.

(c) Acceptance of Property. The Town shall be satisfied, after reviewing Title and otherwise conducting the Town Due Diligence as provided in Section 4.3 that the Tuscola Property is suitable for its intended uses and acceptable to Town. Should Town fail to terminate the Exchange within the Town Due Diligence Period as provided in Section 4.3, the Tuscola Property shall be deemed suitable to and accepted by Town.

(d) No Material Change. As of the Closing, there shall be no material change since the Effective Date in the condition or status of the Tuscola Property.

(e) Representations and Warranties. All of the Fancy Family Trust's representations and warranties as set forth herein shall be true as of the Closing.

(f) No Default. The Fancy Family Trust shall not be in material default hereunder. If Town does not give Escrow Holder written notice of the Fancy Family Trust's default, for purposes of this Section 6.1(f) only, the Fancy Family Trust shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Closing as though the Fancy Family Trust were not in default. Town's failure to give such notice to Escrow Holder shall not excuse performance by the Fancy Family Trust of any obligation hereunder.

6.2 The Fancy Family Trust's Conditions. Each of the following shall constitute a condition precedent to the obligations of the Fancy Family Trust to close the Escrow and may be waived only by a written waiver executed by the Fancy Family Trust and delivered to Town and to Escrow Holder:

(a) Documents. The documents described in Section 7.3(a) below shall have been deposited in Escrow by Town.

(b) Title Policy. The Title Company shall be irrevocably committed to issue the Symeron Title Policy upon the Closing.

(c) Acceptance of Property. The Fancy Family Trust shall be satisfied, after reviewing Title and otherwise conducting the Fancy Family Trust Due Diligence as provided in Section 5.3 that the Symeron Property is suitable for its intended uses and acceptable to the Fancy Family Trust. Should the Fancy Family Trust fail to terminate the Exchange within the Fancy Family Trust Due Diligence Period as provided in Section 5.3, the Symeron Property shall be deemed suitable to and accepted by the Fancy Family Trust.

(d) No Material Change. As of the Closing, there shall be no material change since the Effective Date in the condition or status of the Symeron Property.

(e) Representations and Warranties. All of Town's representations and warranties as set forth herein shall be true as of the Closing.

(f) No Default. Town shall not be in material default hereunder. If the Fancy Family Trust does not give Escrow Holder written notice of Town's default, for purposes of this

Section 6.2(f) only, Town shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Closing though Town were not in default. The Fancy Family Trust's failure to give such notice to Escrow Holder shall not excuse performance by Town of any obligation hereunder.

7. Close or Cancellation of Escrow

7.1 Closing Date.

(a) Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Closing have been satisfied or waived, the Parties agree that the Escrow shall close and Escrow Holder is instructed to close the Escrow as soon as practicable, but in no event later than _____, 2020 (the "Closing Date"). By effectuating the Closing, the Parties shall be deemed to have irrevocably committed to cause the Title Company to issue the Symeron Title Policy and the Tuscola Title Policy.

(b) In the event that the Closing fails to occur by the Closing Date, and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Escrow by written notice to the other Party and to Escrow Holder. In the event that, due to an "Event of Default" by a "Defaulting Party" (as these terms are defined in Section 10.1, below), the Closing fails to occur by the Closing Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 10 of this Agreement, the non-Defaulting Party may cancel the Escrow upon written notice to the Defaulting Party and to Escrow Holder. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 10 below. Upon a Party's delivery to Escrow Holder of a notice to terminate Escrow and/or this Agreement pursuant to any provision of this Agreement that permits such termination, Escrow Holder will promptly deliver a copy of such notice to the other Party, this Agreement and all related transactions will become null and void, the Parties will be responsible for their respective shares of any outstanding title, escrow and other charges provided for in this Agreement, neither Party shall have any further rights or obligations under this Agreement except as may be expressly declared in this Agreement to survive termination, and Escrow Holder shall dispose of any unused deposits or other funds it holds as provided for in this Agreement and return all documents and instruments to the Party who delivered them.

7.2 Escrow Cancellation.

(a) If, for any reason, the Escrow is cancelled pursuant to Section 7.1(b) above, Escrow Holder shall return to the parties delivering same all instruments which are then held by Escrow Holder in connection with the Escrow.

(b) If the Escrow is cancelled pursuant to Section 7.1(b), above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and Town and the Fancy Family Trust shall each bear one-half (1/2) of the title and

Escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

(c) If the Escrow is cancelled pursuant to Section 7.1(b), above and Town is the Defaulting Party, Town shall pay the title and Escrow fee and cancellation charges.

(d) If the Escrow is cancelled pursuant to Section 7.1(b), above and the Fancy Family Trust is the Defaulting Party, the Fancy Family Trust shall pay the title and Escrow fee and cancellation charges.

7.3 Items to be Delivered into Escrow.

(a) Town. On or before one (1) business day prior to the Closing Date, Town shall execute and deposit in Escrow the following:

(i) Immediately available funds in the amount of Town's share of costs and prorations described in Sections 8.1 and 8.2 below;

(ii) A fully executed grant deed conveying fee simple title to the Symeron Property to the Fancy Family Trust (the "Symeron Grant Deed"), in the form of **Exhibit "D"**, attached hereto, in recordable form; and

(iii) A certificate of acceptance for the Symeron Grant Deed and such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Symeron Title Policy, or otherwise required to transfer the Symeron Property to the Fancy Family Trust in accordance with the terms of this Agreement; and

(b) The Fancy Family Trust. On or before one (1) business day prior to the Closing Date, the Fancy Family Trust shall execute and deposit in Escrow the following:

(i) Immediately available funds in the amount of the Fancy Family Trust's share of costs and prorations described in Sections 8.1 and 8.3 below;

(ii) A fully executed grant deed conveying fee simple title to the Tuscola Property to Town (the "Tuscola Grant Deed"), in the form of **Exhibit "E"**, attached hereto, in recordable form; and

(iii) A certificate of acceptance for the Tuscola Grant Deed and such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Tuscola Title Policy, or otherwise required to transfer the Tuscola Property to Town in accordance with the terms of this Agreement.

7.4 Escrow Holder's Instructions. At such time as the conditions precedent to the Closing have been satisfied or waived, Escrow Holder shall:

(a) Collate the counterparts of the Agreement into two (2) fully executed counterparts;

- (b) Date, as of the Closing, all instruments calling for a date;
- (c) Prepare a separate documentary transfer tax statement for the Symeron Grant Deed and Tuscola Grant Deed (the “Documentary Transfer Tax Statement”);
- (d) Give Town and the Fancy Family Trust telephonic and email notice that the Closing has occurred; and
- (e) Deliver to Town the Tuscola Title Policy and deliver to the Fancy Family Trust the Symeron Title Policy.

7.5 Post-Closing Matters. After the Closing, Escrow Holder shall deliver:

- (a) To Town. A copy of the recorded Tuscola Grant Deed.
- (b) To The Fancy Family Trust. A copy of the recorded Symeron Grant Deed.

8. Costs and Prorations.

8.1 Prorations. Based on Town’s status as a public agency that is exempt from payment of real property taxes, the Fancy Family Trust will pay all real property taxes and assessments allocable to the Symeron Property after the Closing Date. If the Fancy Family Trust has paid real property taxes and assessments on the Tuscola Property for any period after the Closing Date, the Fancy Family Trust may petition the San Bernardino County Tax Collector’s Office for a refund of such prorated amounts. Prior to Closing, Escrow Holder and the Title Company will confirm with San Bernardino County that no escaped assessments or other property tax liabilities of any type affect either the Symeron Property or the Tuscola Property. In the event any such liabilities do exist, the Fancy Family Trust will submit such payments into Escrow in order to satisfy such liabilities at the Close of Escrow. Following Closing, if, notwithstanding the above provisions, the Tuscola Property becomes subject to any real property tax liability for a period prior to Closing, the Fancy Family Trust will satisfy such obligation to the taxing authority within thirty (30) days following notification of such liability from Town or the taxing authority. If the Fancy Family Trust defaults in such obligation and Town elects to pay any such tax liability, the Fancy Family Trust will reimburse such costs to Town within thirty (30) days following receipt of a written demand therefor from Town, together with interest on such amount from the date of payment by Town at the highest legal rate.

8.2 Costs to be Paid by Town. Town shall pay the following costs:

- (a) The premium for Symeron Title Policy; and
- (b) One-half (1/2) of the Escrow fee.

8.3 Costs to be Paid by the Fancy Family Trust. The Fancy Family Trust shall pay the following costs:

- (a) The premium for the Tuscola Title Policy;

- (b) Documentary transfer taxes; and
- (c) One-half (1/2) of the Escrow fee.

9. Representations and Warranties; Covenants.

9.1 Town's Representations and Warranties. As a material inducement to the Fancy Family Trust to enter into this Agreement, Town makes the following covenants, representations and warranties to the Fancy Family Trust set forth in this Section 9.1 as of the date hereof and as of the Closing.

(a) Property Owner. Town is the owner of the Symeron Property and has the right, power and authority to transfer the same to the Fancy Family Trust pursuant to this Agreement.

(b) Town's Authority to Execute Agreement. Town is a municipal corporation of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon Town. No further approvals, authorizations or consents of any public body or of any person are necessary in order to consummate the transactions set forth in this Agreement. Town has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by Town, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of Town, have the legal right, power and actual authority to bind Town to the terms and conditions hereof and thereof.

(c) Compliance with Law. Town has no knowledge and has received no notice (i) that the Symeron Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the Symeron Property.

(d) No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Town's knowledge, threatened, against the Symeron Property or against Town relating to or arising out of the ownership, management, condition, or operation of the Symeron Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(e) No Adverse Agreements. There are no adverse possessors, tenancies or use or occupancy agreements affecting possession of the Symeron Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the Symeron Property, or

any portion thereof, been granted by Town to any party. No party (other than the Fancy Family Trust pursuant to this Agreement) has the right to acquire, lease or obtain any interest in the Symeron Property. There are no liens, encumbrances or easements affecting the Symeron Property except as disclosed in the Symeron Preliminary Title Report and Symeron Title Policy.

(f) No Bankruptcy Proceedings. Town is not the subject of a bankruptcy, insolvency or similar proceeding.

(g) Environmental Status. Town acknowledges that California Health and Safety Code Section 25359.7 requires certain notice of the release of hazardous substances. Town warrants and represents to the Fancy Family Trust that it does not know or have reasonable cause to believe that any release of a Hazardous Material has come to be located upon or beneath the Symeron Property. Neither Town nor, to the actual knowledge of Town, without duty of inquiry, any third parties during the period of time the Symeron Property has been owned by Town, have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the Symeron Property, the groundwater or any adjacent property. Town is not aware of any underground storage tanks located on or under the Symeron Property.

As used herein, the term “Hazardous Materials” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material that would require remediation and/or removal under applicable Federal, state or local law, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

(h) AS-IS. Town acknowledges that Town has inspected the Tuscola Property and made its own independent investigation of the Tuscola Property. Town further acknowledges that it is acquiring the Tuscola Property “AS-IS, WHERE-IS” in reliance solely on its own inspection and on Tuscola’s representations and warranties as set forth herein.

(i) No Other Representations or Warranties. Other than the representations and warranties set forth in this Section 9.1 and as may otherwise be expressly set forth in this Agreement, Town specifically disclaims any and all other representations and warranties of any nature, express or implied, pursuant to this Agreement and pursuant to the instruments and documents that Town is or will be executing and/or delivering pursuant to this Agreement, or relating in any way to the transactions contemplated in this Agreement.

9.2 The Fancy Family Trust’s Representations and Warranties; Covenants. As a material inducement to Town to enter into this Agreement, the Fancy Family Trust makes the

following covenants, representations and warranties to Town set forth in this Section 9.2 as of the date hereof and as of the Closing.

(a) Property Owner. The Fancy Family Trust is the owner of the Tuscola Property and has the right, power and authority to transfer the same to Town pursuant to this Agreement.

(b) The Fancy Family Trust's Authority to Execute Agreement. Bryan John Fancy and Ivy Lucy Fancy are co-trustees ("Co-Trustees") of the 1995 Fancy Family Trust initially created the 20th day of July 1995. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon the Fancy Family Trust. No approvals, authorizations or consents of any public body or of any person are necessary in order to consummate the transactions set forth in this Agreement. The Co-Trustees have the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by the Co-Trustees, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of the Fancy Family Trust, have the legal right, power and actual authority to bind the Fancy Family Trust to the terms and conditions hereof and thereof.

(c) Compliance with Law. The Fancy Family Trust has no knowledge and has received no notice (i) that the Tuscola Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the Tuscola Property.

(d) No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of the Fancy Family Trust's knowledge, threatened, against the Tuscola Property or against the Fancy Family Trust relating to or arising out of the ownership, management, condition, or operation of the Tuscola Property in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(e) No Adverse Agreements. There are no adverse possessors, tenancies or use or occupancy agreements affecting possession of the Tuscola Property or any portion, nor has any option to purchase the Tuscola Property or any portion been granted by the Fancy Family Trust to any party which is still in effect. No party (other than Town pursuant to this Agreement) has the right to acquire or obtain any interest in the Tuscola Property. The Fancy Family Trust shall, if and to the extent applicable, comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601, et seq.) and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community

Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42; 24 C.F.R. Section 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that this Agreement results in the permanent or temporary displacement of tenants, then the Fancy Family Trust shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Fancy Family Trust shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Fancy Family Trust shall indemnify, defend (with counsel reasonably chosen by the Town), and hold harmless the Town against all claims which arise out of relocation obligations to tenants permanently or temporarily displaced as a result of this Agreement.

(f) No Bankruptcy Proceedings. The Fancy Family Trust is not the subject of a bankruptcy, insolvency or similar proceeding.

(g) Environmental Status. The Fancy Family Trust acknowledges that California Health and Safety Code Section 25359.7 requires certain notice of the release of hazardous substances. The Fancy Family Trust warrants and represents to Town that it does not know or have reasonable cause to believe that any release of a Hazardous Material has come to be located upon or beneath the Tuscola Property. Neither the Fancy Family Trust nor, to the actual knowledge of the Fancy Family Trust, without duty of inquiry, any third parties during the period of time the Tuscola Property has been owned by the Fancy Family Trust, have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the Tuscola Property, the groundwater or any adjacent property. The Fancy Family Trust is not aware of any underground storage tanks located on or under the Tuscola Property.

As used herein, the term “Hazardous Materials” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material that would require remediation and/or removal under applicable Federal, state or local law, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

(h) AS-IS. The Fancy Family Trust acknowledges that the Fancy Family Trust has inspected the Symeron Property and made its own independent investigation of Symeron Property. The Fancy Family Trust further acknowledges that it is acquiring the Symeron Property

“AS-IS, WHERE-IS” in reliance solely on its own inspection and on Town’s representations and warranties as set forth herein.

(i) No Other Representations or Warranties. Other than the representations and warranties set forth in this Section 9.2 and as may otherwise be expressly set forth in this Agreement, the Fancy Family Trust specifically disclaims any and all other representations and warranties of any nature, express or implied, pursuant to this Agreement and pursuant to the instruments and documents that the Fancy Family Trust is or will be executing and/or delivering pursuant to this Agreement, or relating in any way to the transactions contemplated in this Agreement.

9.3 Town’s Covenants.

(a) Operation of the Symeron Property. Prior to the Closing Date, Town shall not hypothecate, transfer, encumber, or affirmatively take any other action with respect to the Symeron Property which would render Town unable to convey the Symeron Property to the Fancy Family Trust at the Close of Escrow.

9.4 The Fancy Family Trust’s Covenants.

(a) Operation of the Tuscola Property. Prior to the Closing Date, the Fancy Family Trust shall not hypothecate, transfer, encumber, or affirmatively take any other action with respect to the Tuscola Property which would render the Fancy Family Trust unable to convey the Tuscola Property to Town at the Close of Escrow.

10. Default.

10.1 Events of Default. The failure of a Party (the “Defaulting Party”) to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement or under any agreement referred to herein or attached hereto as an exhibit, within ten (10) days after receiving written notice of such failure from the Non-Defaulting Party, shall be an “Event of Default” by the Defaulting Party with respect to the Defaulting Party’s obligations hereunder; provided, however, that if more than ten (10) days are reasonably required in order to cure such Event of Default, then the Defaulting Party shall be entitled to a maximum of thirty (30) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such thirty (30) day period.

10.2 Remedies. Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights and remedies available to it under this Agreement and at law or in equity.

11. Casualty Loss; Condemnation.

11.1 Notice Re Condemnation or Casualty; Election. In the event that, prior to the Closing, all or any portion of the Symeron Property or the Tuscola Property is taken or proposed to be taken as a result of the exercise or proposed exercise of the power of eminent domain (a “Condemnation Action”), or all or any portion of the Symeron Property or the Tuscola Property is

damaged by earthquake, flood or fire (a "Casualty"), then the Party that is the current property owner shall, within ten (10) days thereafter, give written notice of such Condemnation Action or Casualty to the other Party ("Noticed Party"). Such Noticed Party shall have thirty (30) days following receipt of such notice to elect in writing to accept or not to accept the Symeron Property or the Tuscola Property, as the case may be, subject to such Casualty or Condemnation Action. Failure of a Noticed Party to notify the other Party of its election within such thirty (30) day period shall be deemed an election not to accept the Symeron Property or the Tuscola Property, as the case may be, subject to such Casualty or Condemnation Action.

11.2 Termination of Agreement. In the event that a Noticed Party elects not to accept the Symeron Property or the Tuscola Property, as the case may be, subject to such Casualty or Condemnation Action as provided in Section 11.1 above, Noticed Party shall cancel the Escrow by written notice to Escrow Holder and the Party that is the current property owner and this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and Town and the Fancy Family Trust shall each bear one-half (1/2) of the Escrow fee and cancellation charges. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

11.3 Proceeds of Condemnation or Casualty Insurance. In the event that a Noticed Party elects to accept the Symeron Property or the Tuscola Property, as the case may be, subject to a Casualty or Condemnation Action pursuant to Section 11.1 above, then the Party owning the property shall assign to the Noticed Party all rights, causes of action, claims, benefits, payments and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

12. Possession. Possession of the Symeron Property shall be delivered to the Fancy Family Trust upon the Closing, subject only to Symeron Permitted Exceptions. Possession of the Tuscola Property shall be delivered to Town upon the Closing, subject only to Tuscola Permitted Exceptions.

13. Brokerage Commissions. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon the transaction contemplated hereby. The obligations of Town and Tuscola pursuant to this Section 13 shall survive beyond the Closing or if the Escrow is cancelled, beyond any termination of this Agreement.

14. Miscellaneous.

14.1 Notices. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered

in person to the person or company intended named below, (ii) when delivered via facsimile; or (iii) twenty-four (24) business hours after being sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Town: Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307
Attn: Doug Robertson, Town Manger
Tel: 760-240-7000 Ext. 7051

With a copy to: Best Best & Krieger LLP
2855 E Guasti Rd. Ste 400
Ontario, CA 91761
Attn: Thomas Rice
Tel: 909-466-4913

To The Fancy: The 1995 Fancy Family Trust
Family Trust _____

Tel.: _____
Attn: Bryan John Fancy, Co-Trustee

With a copy to: _____

Tel.: _____

until such time as a party gives notice of the change of address in accordance with the terms of this section.

14.2 Time of the Essence. Time is of the essence for this Agreement and each and every term and provision hereof.

14.3 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties, and no Party shall be deemed the drafter or have any ambiguities construed against it. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California. Each Party represents that it has consulted with its own attorney regarding the meaning and consequences of signing this Agreement, and that it has read and understands this Agreement and its exhibits and has entered into and signed this Agreement freely and voluntarily without duress, fraud, undue influence or coercion.

14.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or

void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

14.5 Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

14.6 Attorneys' Fees. In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the Symeron Property or the Tuscola Property, the prevailing Party shall be entitled to the payment by the other Party of its reasonable attorneys' fees, court costs and litigation expenses (including expert witness and consultant fees), as determined by the court.

14.7 Further Assurances; Survival. Each Party will, whenever and as often as it is reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

14.8 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings, agreements, representations and negotiations between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and signed by all Parties. This Agreement may not be modified orally or by a course of conduct.

14.9 No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. Unless otherwise expressly provided herein, no waiver by any Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party. Failure on the part of a Party to complain of any act or failure to act by the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Agreement.

14.10 Assignment. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole discretion. In the event of any assignment, the assigning Party shall remain fully liable and responsible to perform, fulfill and comply with all of its covenants and obligations under this Agreement.

14.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

14.12 Headings; Cross-References; Exhibits. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe,

interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the recitals in and the exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

14.13 Force Majeure. If either of the Parties hereto is delayed or prevented from fulfilling any obligation, other than the payment of money, set forth in this Agreement by any act of God, act or omission of civil or military authorities of a nation or state, a terrorist act, civil unrest, fire, strike, flood, riot, war or unavoidable delay of transportation, then said Party shall not be liable or penalized under this Agreement for said delay or failure.

14.14 Third Parties Not Benefited. This Agreement is made for the sole benefit and protection of Town and the Fancy Family Trust and their successors and permitted assigns. No other person or entity shall have any rights of any nature under or by reason of this Agreement

14.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. True and complete facsimile-transmitted or electronically-transmitted copies of this Agreement and executed signature pages shall be equivalent to originals.

{Signatures on following page}

**SIGNATURE PAGE TO
AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY**

TOWN:	THE FANCY FAMILY TRUST:
Town of Apple Valley, a municipal corporation	The 1995 Fancy Family Trust initially created the 20th day of July 1995.
By: _____ Doug Robertson Town Manager	By: _____ Bryan John Fancy Co-Trustee By: _____ Ivy Lucy Fancy Co-Trustee
Attest: By _____	
Approved as to Form: By: _____ Thomas Rice, Town Attorney	

EXHIBIT "A"

LEGAL DESCRIPTION OF SYMERON PROPERTY

Real property in the Town of Apple Valley, County of San Bernardino, State of California, described as follows:

Lot 34, Tract 3626, in the City of Apple Valley, County of San Bernardino, State of California, as per map recorded in book 48, pages 59 and 60 of Maps in the office of the county recorder of said county.

EXHIBIT "B"

LEGAL DESCRIPTION OF TUSCOLA PROPERTY

Real property in the Town of Apple Valley, County of San Bernardino, State of California,
described as follows:

Lot 38 of Tract No. 4492, as per map recorded in Book 55 of Maps, Pages 71 to 75, inclusive, in
the office of the County Recorder of said County.

APN: 0473-112-06

EXHIBIT "C"

DEPICTION OF SYMERON PROPERTY AND TUSCOLA PROPERTY

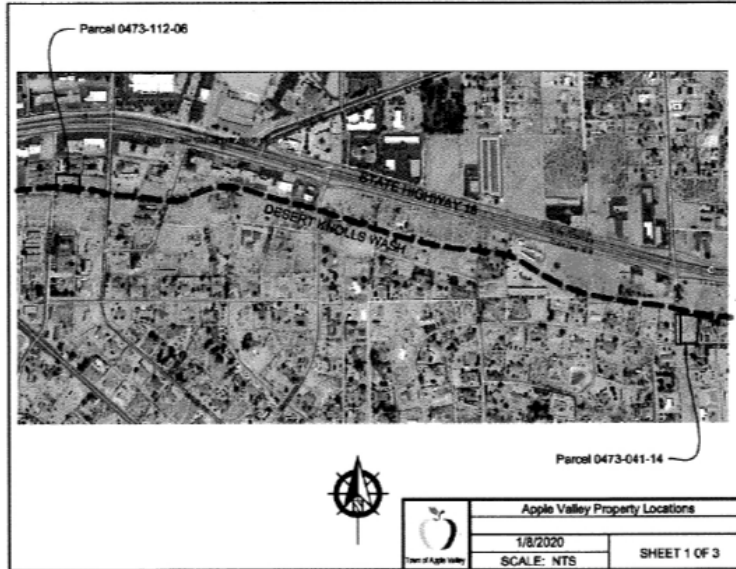


EXHIBIT "D"
SYMERON GRANT DEED
[See attached]

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

Town Of Apple Valley
Attn: Town Clerk
14955 Dale Evans Pkwy
Apple Valley, Ca 92307

Space above this line for Recorder's Use GRANT DEED

No Recording Fee Pursuant to Gov' t Code § 27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code § 11922

APN: 0473-041-14

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$ -0- **Transfer is exempt pursuant to R&T §
11922**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TOWN OF APPLE VALLEY, a California Municipal Corporation, hereby grants to BRYAN JOHN FANCY AND IVY LUCY FANCY, AS COTRUSTEES OF THE 1995 FANCY FAMILY TRUST INITIALLY CREATED THE 20TH DAY OF JULY 1995, the real property located in the County of San Bernardino, State of California, as more particularly described on Exhibit 1, attached hereto and incorporate herein by this reference.

Dated: _____

TOWN OF APPLE VALLEY, a California
municipal corporation

By: _____
Doug Robertson
Town Manager

EXHIBIT 1 TO SYMERON GRANT DEED
LEGAL DESCRIPTION OF SYMERON PROPERTY

Real property in the Town of Apple Valley, County of San Bernardino, State of California,
described as follows:

Lot 34, Tract 3626, in the City of Apple Valley, County of San Bernardino, State of California,
as per map recorded in book 48, pages 59 and 60 of Maps in the office of the county recorder of
said county.

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 SAN BERNARDINO)

On _____ 2020 before me, _____, Notary Public, personally appeared DOUG ROBERTSON, 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)

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached,

from: **TOWN OF APPLE VALLEY, a California municipal corporation (“Grantor”)**

to: **BRYAN JOHN FANCY AND IVY LUCY FANCY, AS COTRUSTEES OF THE 1995 FANCY FAMILY TRUST INITIALLY CREATED THE 20TH DAY OF JULY 1995 (“Grantee”)**

Said Grant Deed is hereby accepted by the undersigned on behalf of Grantee and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

THE 1995 FANCY FAMILY TRUST INITIALLY
CREATED THE 20TH DAY OF JULY 1995

By: _____
Bryan John Fancy
Co-trustee

By: _____
Ivy Lucy Fancy
Co-trustee

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 SAN BERNARDINO)

On _____ 2020 before me, _____, Notary Public, personally appeared BRYAN JOHN FANCY and IVY LUCY FANCY 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 "E"
TUSCOLA GRANT DEED
[See attached]

RECORDING REQUESTED BY:

Town Of Apple Valley
Attn: Town Clerk
14955 Dale Evans Pkwy
Apple Valley, Ca 92307

**WHEN RECORDED, RETURN TO and
MAIL TAX STATEMENTS TO:**

Bryan John Fancy and Ivy Lucy Fancy, Co-Trustees

Space above this line for Recorder's Use

GRANT DEED

APN: 0473-112-06

No Recording Fee Pursuant to Gov't Code § 27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code § 11922

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BRYAN JOHN FANCY AND IVY LUCY FANCY, AS COTRUSTEES OF THE 1995 FANCY FAMILY TRUST INITIALLY CREATED THE 20TH DAY OF JULY 1995, hereby grants TOWN OF APPLE VALLEY, a California municipal corporation, the real property located in the County of San Bernardino, State of California, as more particularly described on Exhibit 1, attached hereto and incorporate herein by this reference.

Dated: _____

THE 1995 FANCY FAMILY TRUST INITIALLY
CREATED THE 20TH DAY OF JULY 1995.

By: _____
Bryan John Fancy
Co-Trustee

By: _____
Ivy Lucy Fancy
Co-Trustee

EXHIBIT 1 TO TUSCOLA GRANT DEED

LEGAL DESCRIPTION OF TUSCOLA PROPERTY

Real property in the Town of Apple Valley, County of San Bernardino, State of California, described as follows:

Lot 38 of Tract No. 4492, as per map recorded in Book 55 of Maps, Pages 71 to 75, inclusive, in the office of the County Recorder of said County.

APN: 0473-112-06

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 SAN BERNARDINO)

On _____ 2020 before me, _____, Notary Public, personally appeared BRYAN JOHN FANCY and IVY LUCY FANCY, 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)

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached,

from: **BRYAN JOHN FANCY AND IVY LUCY FANCY, AS COTRUSTEES OF THE 1995 FANCY FAMILY TRUST INITIALLY CREATED THE 20TH DAY OF JULY 1995 (“Grantor”)**

to: **TOWN OF APPLE VALLEY, a California municipal corporation (“Grantee”)**

Said Grant Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee’s governing board, and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

TOWN OF APPLE VALLEY, a California municipal corporation

By: _____
Doug Robertson
Town 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 SAN BERNARDINO)

On _____ 2020 before me, _____, Notary Public, personally appeared DOUG ROBERTSON, 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)