

AGREEMENT FOR TRANSFER OF PROPERTY

by and between

Barstow Unified School District, a California public school district

(Owner of record)

and

Silver Valley Unified School District, a California public school district

(Transferee)

AGREEMENT FOR TRANSFER OF PROPERTY

THIS AGREEMENT FOR TRANSFER OF PROPERTY (“**Agreement**”), dated for references purposes as of [REDACTED] (“**Agreement Date**”), is entered into by and among **BARSTOW UNIFIED SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of California (“**Transferor**” or “**Barstow**”) and **SILVER VALLEY UNIFIED SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of California (“**Transferee**” or “**Silver Valley**”). This Agreement constitutes an agreement of transfer of property between the parties to the Agreement. Transferor and Transferee may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

A. **Whereas**, Barstow is a school district organized and existing under the laws of the State of California.

B. **Whereas**, Silver Valley is a school district organized and existing under the laws of the State of California, which was founded in 1979 by division of Barstow.

C. **Whereas**, when Silver Valley was formed, Barstow transferred several real properties to Silver Valley, including those mentioned in the Grant Deed, record number 83-247520, recorded in the official records of the County of San Bernardino.

D. **Whereas**, by omission, the property with Assessors Parcel Number 0537-186-19-0-000, located on West Williams Street, Yermo, CA 92398 (the “**Property**”) was never transferred from Barstow to Silver Valley.

E. **Whereas**, as evidenced by the attached declarations, it was the intention of the parties that the Property be transferred from Barstow to Silver Valley when Silver Valley was formed because the property was located outside of the new geographic boundaries of Barstow and within the boundaries of Silver Valley.

F. This Agreement shall become effective upon the date of full execution by both Parties (“**Effective Date**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Transferor and Transferee agree as follows.

ARTICLE 1

QUITCLAIM TRANSFER

1.1 **Transfer of property.** Transferor shall transfer to Silver Valley and Silver Valley shall receive from Transferor, the Property, under the terms and conditions of this Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 **Definitions.** For purposes of this Article 2, the following terms shall have the meanings set forth below.

2.1.1 **Environmental Laws.** As used in this Agreement, “**Environmental Laws**” shall mean all laws and regulations applicable to the physical condition of the Property or the presence of any substance thereon, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-26293, the California Hazardous Waste Control Act (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Code Sections 13000 et seq.), as any of the foregoing may be amended from time to time, and all regulations and publications implementing or promulgated pursuant to the foregoing.

2.1.2 **Hazardous Materials.** As used in this Agreement, “**Hazardous Materials**” includes, without limitation: (i) any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance, law, ruling, regulation or decision, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Refuse Act, 33 U.S.C. §§ 407 et seq.; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq.; Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; California Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq.; California Asbestos Notification Laws, California Health & Safety Code §§ 25915 et seq.; California Hazardous Waste Control Law, California Health & Safety Code §§ 25100 et seq.; California Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code §§ 25500 et seq.; California Clean Air Act, California Health & Safety Code §§ 39608 et seq.; California Toxic Pits Cleanup Act, California Health & Safety Code §§ 25208 et seq.; California Pipeline Safety Act, California Government Code §§ 51010 et seq.; California Toxic Air Contaminants Law, California Health & Safety Code §§ 39650 et seq.; California Porter-Cologne Water Quality Act, California Water Code §§ 13000 et seq.; California Toxic Injection Well Control Act, California Health & Safety Code §§ 25159.10 et seq.; California Underground Storage Tank Act, California Health & Safety Code §§ 25280 et seq.; California Occupational Carcinogens Control Act, California Labor Code §§ 9000 et seq.; or

any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

2.1.3 **Transferor’s Knowledge.** References to “Transferor’s Actual Knowledge,” matters “known to Transferor,” or words of like import mean the actual, current knowledge of Transferor (as opposed to imputed or constructive knowledge), after inquiry of the Transferor’s current [TITLE], but no other duty of inquiry or investigation by Transferor is implied or required. No duty of inquiry or investigation on the part of Transferor or its representatives will be required or implied in instances when Transferor’s Actual Knowledge is referenced herein, and in no event shall Transferor’s representatives have any liability for representations or warranties or covenants of Transferor that involve Transferor’s Actual Knowledge.

2.2 **Transferee’s Representations.** Transferee agrees, represents and warrants, as of the Effective Date and as of Close of Escrow, as follows:

2.2.1 **Authority.** Transferee is a public school district organized and existing under the laws of the State of California; Transferee has the legal right, power and authority to execute and perform its obligations under this Agreement; and the persons executing this Agreement and other documents required hereunder on behalf of Transferee are the duly designated agents of Transferee and are authorized to do so.

2.3 **Transferor’s Representations and Warranties.** Transferor makes the following representations and warranties as of the Effective Date and, subject to Transferor’s right to modify the same by additional disclosures, as of Close of Escrow:

2.3.1 **Authority.** Transferor is a public school district organized and existing under the laws of the State of California that has the legal right, power and authority to execute and perform its obligations under this Agreement; and the persons executing this Agreement and other documents on behalf of Transferor are the duly designated agents of Transferor and are authorized to do so.

2.3.2 **Litigation.** To Transferor’s Actual Knowledge, there is no litigation pending or threatened against Transferor that: (1) arises out of the ownership of the Property, or (2) might detrimentally affect the ability of Transferor to perform its obligations under this Agreement. As of the Effective Date, to Transferor’s Actual Knowledge, there is no pending or threatened litigation involving the ownership or use of the Property.

2.3.3 **Hazardous Materials.** Except as may otherwise be disclosed in a document or other form provided by Transferor to Transferee, to Transferor’s Actual Knowledge: (1) the Property is not in violation of any Environmental Laws, (2) neither Transferor, nor to Transferor’s Actual Knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or leased any Hazardous Material on, under or about the Property or transported any Hazardous Material over the Property; (3) neither Transferor, nor to Transferor’s Actual

Knowledge any third party, has installed, used or removed any storage tank on, from or under the Property except in full compliance with all Environmental Laws; (4) to Transferor's Actual Knowledge, there are no storage tanks or wells (whether existing or abandoned) on or under the Property; and (5) to Transferor's Actual Knowledge there are no Hazardous Materials on or under the Property.

2.3.4 **Ownership of the Property.** Transferor is the record owner of fee title to the Property, with full right to convey the same, subject to all matters of record, and except as to those matters excluded under the Title Policy, and except that the Property was intended to be the property of Transferee. Transferor has not granted to any party any option or right of refusal or first opportunity to acquire any interest in any of the Property. Further, Transferor warrants that no person has the right to use or occupy the Property, except as otherwise shown on the Preliminary Title Report obtained by Transferee and made available to Transferor, that no person is using or occupying the Property with the permission of the Transferor, and that, to the best of the Transferor's knowledge, no person is using or occupying the Property without the permission of the Transferor.

2.3.5 **Compliance with Law.** To Transferor's Actual Knowledge, the Property is not in violation of any federal, state or local statute, law, ordinance or regulation.

2.3.6 **Documents.** To Transferor's Actual Knowledge, all copies of Documents delivered to Transferee pursuant to this Agreement are or will be true and correct copies of originals.

2.3.7 **No Contracts.** At the Closing, there will be no contracts respecting maintenance of the Property or performance of services on the Property by which Transferee would become obligated or liable to anyone except for as may be shown in the Documents.

2.4 **Date of Representation or Warranty.** The representations of Transferor set forth above are made as of the date of execution of this Agreement.

2.5 **Transferor's Indemnification; Transferor's Disclaimers.**

2.5.1 Transferor agrees to indemnify and hold Transferee free and harmless from any losses, damages, costs or expenses (including attorneys' fees) resulting from any breach of any representation or warranty of Transferor set forth in this Agreement and any breach or default by Transferor under any of Transferor's covenants or agreements under this Agreement.

2.5.2 **Disclaimers By Transferor.** Except as expressly set forth in this Agreement, it is understood and agreed that Transferor has not at any time made and is not now making, and Transferor specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, groundwater levels, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (ii) whether, and to the extent to which the Property or any portion thereof is

affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (iii) drainage, (iv) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (v) the presence of endangered or protected species or any environmentally sensitive or protected areas, (vi) zoning or building or development entitlements to which the Property or any portion thereof may be subject, (vii) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric upon the Property (although Transferor is obligated to provide stubbed lines for water, sewage, gas and electric on the Property), (viii) usages of adjoining lots, (ix) access to the Property or any portion thereof, (x) the value, size, location, use, description, suitability, title to, or physical condition of the Property or any portion thereof, or any expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xi) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xii) proximity of the Property or any portion thereof to agricultural areas or farmland, or high voltage electrical transmission facilities, (xiii) the merchantability of the Property or fitness of the Property for any particular purpose, (xiv) the feasibility of the development of the Property for Transferee's intended use, or (xv) the costs, fees and charges required for or related to the development of the Property by Transferee, or any actual or projected revenues from the Property.

2.6 **Transferee's Indemnification.** Transferee agrees to indemnify and hold Transferor free and harmless from any losses, damages, costs, or expenses (including attorney's fees) resulting from any breach of any representation or warranty of Transferee set forth in this Agreement and any breach or default by Transferee under any of Transferee's covenants or agreements under this Agreement, except to the extent of the gross negligence or willful misconduct of Transferor.

2.7 **Real Estate Commissions.** Each Party represents and warrants to the other Party that no brokers have been employed or are entitled to a commission or compensation in connection with this transaction. Each Party agrees to indemnify, hold harmless, protect and defend the other Party (and its governing board or council members, administrators, managers, agents, successors and assigns) from and against any obligation or liability to pay any other commission or compensation to any brokers arising from the act or agreement of the indemnifying Party.

2.8 **Survival of Representations and Warranties.** All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing for one (1) year following the Closing Date.

ARTICLE 3

GENERAL PROVISIONS

3.1 **Assignment.** Neither Transferor nor Transferee may assign this Agreement in whole or in part, voluntarily or involuntarily, without the prior written consent of the other.

3.2 **Attorneys' Fees.** If a legal action or arbitration proceeding is brought by Transferee or Transferor to enforce or interpret any of the provisions of this Agreement, or otherwise with regard to the Escrow or the Property, each party shall bear its own costs and expenses, including reasonable attorney's fees.

3.3 **Construction.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision. This Agreement shall not be construed as if it had been prepared by only Transferee or Transferor, but rather as if both Transferee and Transferor had prepared the same.

3.4 **Counterparts.** This Agreement or any escrow instructions pursuant to this Agreement may be executed in multiple copies, electronic or otherwise, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed a counterpart document. Facsimile, portable document format (PDF), and DocuSign® signatures on this Agreement shall be binding as if original.

3.5 **Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded. In electing to execute this Agreement, neither Party hereto is relying on any statement or representation from the other that is not expressly set forth in this Agreement and/or its exhibits, and the Parties hereto acknowledge that any such reliance would be unreasonable. No subsequent agreement, representation, or promise made by either Party shall be of any effect unless it is in writing and executed by the Party to be bound.

3.6 **Exhibits.** All exhibits referred to are attached and incorporated herein by reference.

3.7 **Further Assurances.** The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

3.8 **Gender/Number.** As used in this Agreement, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

3.9 **Governing Law/Venue.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Any suit to interpret or enforce this Agreement shall be brought in San Bernardino County.

3.10 **Modification.** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both Transferee and Transferor. The escrow instructions shall be considered a part of this Agreement, and no provision in the escrow instructions shall supersede or contradict the provisions of this Agreement, unless the Parties agree in writing to such change. The exercise of any remedy provided by the provisions of this Agreement or at law or in equity shall not exclude any other remedy, unless it is expressly excluded.

3.11 **No Other Inducement.** The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed herein.

3.12 **Notice.** All notices, consents, approvals and other communications under this Agreement shall be in writing, shall be sent using only the methods described in this Section 9.15, and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) business day after delivery to any nationally recognized overnight courier service for next business day delivery, fee prepaid; (c) upon transmittal if sent by facsimile transmission prior to 5:00 pm on a business day (otherwise on the next business day after transmittal), with transmission verified and a hard copy of the transmission promptly sent by U. S. Mail; (d) upon transmittal if sent by e-mail prior to 5:00 p.m. on a business day (otherwise on the next business day after transmittal), provided that the sender does not receive notice that e-mail transmission has failed for any reason; or (e) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

SILVER VALLEY:

Silver Valley Unified School District
35320 Daggett-Yermo Rd
Yermo, CA 92327

Attn: Robert Saffel, Sr. Director of Technology, Maintenance, and Operations

Email: rsaffel@svusdk12.net

With a copy to:

Fagen Friedman & Fulfrost LLP
1525 Faraday Ave #300
Carlsbad, CA 92008

Attn: Jesse O'Sullivan, Esq.

Email: josullivan@f3law.com

TRANSFEROR:

Barstow Unified School District

[INSERT CONTACT INFORMATION]

Either Party may change its address for notice by delivering written notice to the other Party. Transferee and Transferor and their respective counsel, hereby agree that notices from Transferee or Transferor may be given by their respective counsel and that for the purpose of giving such notice, either Party's counsel may communicate directly with the other Party.

3.13 **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.14 **Successors.** Subject to the restriction on assignment contained herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective heirs, legal representatives, successors, and assigns.

3.15 **Exhibits.** The following exhibits are attached to and part of this Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Form of Quitclaim Deed
Exhibit C	Declaration of Jesse Najera
Exhibit D	Declaration of Deanna Swearingen

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

TRANSFEROR

BARSTOW UNIFIED SCHOOL DISTRICT,
a public school district organized and existing
under the laws of the State of California

By: _____

Date: _____

Name: _____

Title: _____

TRANSFeree

SILVER VALLEY UNIFIED SCHOOL DISTRICT,
a public school district organized and existing
under the laws of the State of California

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 1 BEARS SOUTH 51° 52' 00" EAST, A DISTANCE OF 1502.8 FEET, SAID POINT OF BEGINNING. ALSO BEING DISTANT NORTHERLY 531.7 FEET FROM THE CENTER LINE OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD (FORMERLY THE LOS ANGELES & SALT LAKE RAILROAD);
THENCE ALONG A LINE PARALLEL WITH SAID CENTER LINE, NORTH 69° 21' 00" EAST, A DISTANCE OF 300.0 FEET;
THENCE NORTH 20° 39' 00" WEST, A DISTANCE OF 190.0 FEET;
THENCE SOUTH 69° 21' 00" WEST, A DISTANCE OF 300.0 FEET;
THENCE SOUTH 20° 39' 00" EAST, A DISTANCE OF 190.0 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO YERMO COMMUNITY SERVICES DISTRICT, RECORDED AUGUST 22, 1974 IN BOOK 8500, PAGE 467, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

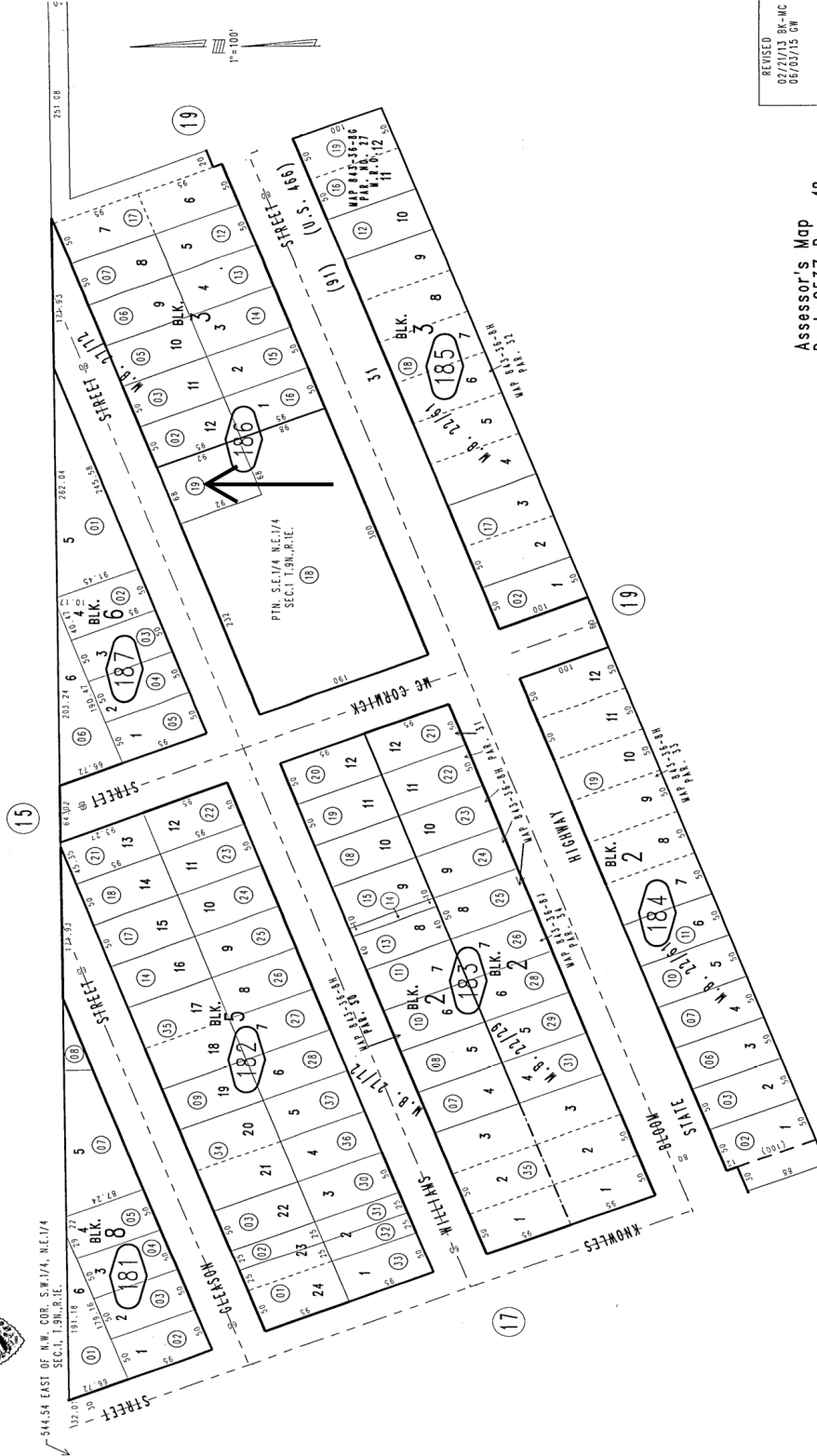
BEGINNING AT A POINT WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 1 BEARS SOUTH 51° 52' 00" EAST, A DISTANCE OF 1502.8 FEET, SAID POINT OF BEGINNING. ALSO BEING DISTANT NORTHERLY 531.7 FEET FROM THE CENTER LINE OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD (FORMERLY THE LOS ANGELES & SALT LAKE RAILROAD);
THENCE ALONG A LINE PARALLEL WITH SAID CENTER LINE, NORTH 69° 21' 00" EAST, A DISTANCE OF 300.0 FEET;
THENCE NORTH 20° 39' 00" WEST, A DISTANCE OF 98.0 FEET;
THENCE SOUTH 69° 21' 00" WEST, A DISTANCE OF 68.0 FEET;
THENCE NORTH 20° 39' 00" WEST, A DISTANCE OF 92.0 FEET;
THENCE SOUTH 69° 21' 00" WEST, A DISTANCE OF 232.0 FEET;
THENCE SOUTH 20° 39' 00" EAST, A DISTANCE OF 190.0 FEET TO THE POINT OF BEGINNING.

APN: 0537-186-19-0-000

Silver Valley Unified 0537-18
 Tax Rate Area
 109073

Ptn. S.1/2, N.E.1/4 Fractional Sec.1, T.9N., R.1E., S.B.B.&M.
 Ptn. Tract No. 1867, M.B. 27/72
 Ptn. Tract No. 1997, M.B. 22/29
 Ptn. Tract No. 2348, M.B. 22/61

THIS MAP IS FOR THE PURPOSE
 OF AD VALOREM TAXATION ONLY.



REVISED
 02/21/13 BK-MC
 06/03/15 6M

Assessor's Map
 Book 0537 Page 18
 San Bernardino County

July 2005

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT B

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY:
Silver Valley Unified School District

AND ONCE RECORDED, RETURN TO:
Silver Valley Unified School District
35320 Daggett-Yermo Rd Yermo, CA 92327
Attn: Robert Saffel

ASSESSOR'S PARCEL NO: [number]
NO DOCUMENTARY TRANSFER TAX DUE
EXEMPT PER REVENUE AND TAX CODE 11922

(ABOVE SPACE FOR RECORDER'S USE ONLY)
Exempt per Government Code section 6103

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, **Barstow Unified School District** ("Grantor") does hereby remise, release and forever quitclaim to **Silver Valley Unified School District** ("Grantee") all that real property described on Exhibit A, in the County of San Bernardino, State of California.

Grantor has caused this Quitclaim Deed to be duly executed on [DATE].

Dated: _____

GRANTOR:
Barstow Unified School District, a California school district.

By: _____
Title: _____
Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of)

On _____, before me, _____, a 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: _____

EXHIBIT C

DECLARATION OF JESSE NAJERA

1. I, Jesse Najera, Superintendent of Silver Valley Unified School District (“Silver Valley”), hereby declare the following to be true and accurate.
2. I am informed and believe that in 1979, Silver Valley was formed by the division of Barstow Unified School District (“Barstow”).
3. I am informed and believe that at the time of Silver Valley’s formation, it was the intent of the parties that the Property identified as Assessor’s Parcel Number 0537-186-19-0-000, located on West Williams Street, Yermo, CA 92398 (“the Property”) was intended to be transferred from Barstow to Silver Valley because it is located within Silver Valley’s boundaries and outside of Barstow’s boundaries.
4. I am informed and believe that by omission, the Property was never transferred from Barstow to Silver Valley.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20 __, at _____ [city], _____ [state].

Signature

Print Name

EXHIBIT D

DECLARATION OF DEANNA SWEARINGEN

1. I, Deanna Swearingen, Superintendent of Barstow Unified School District (“Barstow”), hereby declare the following to be true and accurate.
2. I am informed and believe that in 1979, Silver Valley Unified School District (“Silver Valley”) was formed by the division of Barstow.
3. I am informed and believe that at the time of Silver Valley’s formation, it was the intent of the parties that the Property identified as Assessor’s Parcel Number 0537-186-19-0-000, located on West Williams Street, Yermo, CA 92398 (“the Property”) was intended to be transferred from Barstow to Silver Valley because it is located within Silver Valley’s boundaries and outside of Barstow’s boundaries.
4. I am informed and believe that by omission, the Property was never transferred from Barstow to Silver Valley.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [city], _____ [state].

Signature

Print Name

444-5/6910830.1