

RECORDING REQUESTED BY:  
County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue  
Third Floor  
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103

CLERK OF THE  
BOARD OF SUPERVISORS  
2020 OCT -1 AM 8:58  
COUNTY OF SAN BERNARDINO  
CALIFORNIA

CITY OF SAN BERNARDINO A.P.N.s 0135-161-30, 0135-161-36, and 0135-161-37 (ptns)	<b>TEMPORARY CONSTRUCTION EASEMENT</b>	DOCUMENT TRANSFER TAX \$ 0.00  Date: August 5, 2020
--	--	---

**Wells Fargo Bank, a national banking association (hereinafter "Grantor")**

hereby GRANT(S) to the **COUNTY OF SAN BERNARDINO**, a body corporate and politic of the State of California (hereinafter "Grantee"), a **TEMPORARY CONSTRUCTION EASEMENT** for construction purposes over, under and across the following described real property ("**Easement Area**") in the County of San Bernardino:

SEE EXHIBITS "A-1" and "A-2" LEGAL DESCRIPTIONS AND EXHIBITS "B-1" and "B-2" PLATS ATTACHED.

This Temporary Construction Easement ("**Easement**") shall remain in effect for a period of approximately 11 months, commencing on the date of execution by the last party to execute this Easement and expiring upon the earlier to occur of (a) completion of the project known as the 323 West Court Street Building Demolition and Remodel ("**Project**") or July 31, 2021.

**This Temporary Construction Easement is subject to the following terms, conditions, and restrictions:**

1. Within 10 business days of the mutual execution of this Easement, Grantee shall pay Grantor the sum of \$1,576.00, as consideration for the granting of this Easement.
2. This Temporary Construction Easement shall be used solely for the purposes of: (a) shoring and staging for construction of the County Project, which both shall be confined to the area shown in Exhibit B-1, (b) the placement of "k-rail" with attached fencing, in the area shown in Exhibit B-2, (c) the temporary removal of the fence where the driveway is situated, at the northeast corner of APN 0135-161-30, to be removed for egress during the TCE term, and to be restored prior to the expiration of the TCE term, and (d) clearance of building materials and debris resulting from the construction. Grantee shall not alter the Easement Area in any manner. During the period when a portion of the fence is temporarily removed as provided above, Grantee shall ensure that the remaining portion of the fence is supported and in a fully upright condition, and, if necessary, is reinforced. The restoration of the fence after the expiration of the TCE term shall include, without limitation, re-welding the portion that was removed to be attached to the remaining portion and re-painting the fence as reasonably necessary to restore the condition of the fence to its condition prior to the TCE.
3. Ingress to this Temporary Construction Easement shall be obtained solely through the adjacent, County-owned property commonly known as 323 West Court Street, San Bernardino, CA 92401. Egress shall be made through the driveway referenced in paragraph 2, more specifically identified as situated at the

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

easterly boundary of the Easement Area depicted in Exhibit B-2.

4. Grantee shall not cross over or otherwise impact any portion of Grantor's property, not encumbered by the Temporary Construction Easement, without express written permission from Grantor.
5. Upon expiration of this Temporary Construction Easement, Grantee shall leave the Temporary Construction Easement Area in as good a condition (or better) as received at the commencement of this Temporary Construction Easement. Without limiting the foregoing, upon or prior to the expiration of this Easement, Grantee shall (a) remove all of its equipment, building materials, and debris, and repair any damage to the Easement Area or Grantor's adjacent property caused by the use of the Easement Area.
6. Grantee shall not bring or allow any hazardous substances in, on or under the Easement Area or Grantor's adjacent property, or cause any release of hazardous substances in, on or under the Easement Area or Grantor's Property. If Grantee introduces, releases, or allows any hazardous substances on, above, or below the Easement Area or Grantor's Property in connection with its activities, it will promptly notify Grantor and thereafter immediately commence remediation and removal of such hazardous substance(s) in accordance with applicable law, at Grantee's sole cost.
7. Grantee will indemnify, defend (with counsel reasonably acceptable to Grantor), and hold harmless Grantor and its affiliates, and their respective lessees, officers, directors, subsidiaries, affiliates, licensees, employees, agents, contractors, successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, loss, liabilities, costs, fines, penalties, expenses, damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way directly or indirectly related to, or in connection with, or as a result or consequence of: (a) the entry upon and/or use of the Easement Area or any other portion of Grantor's property by Grantee and/or its employees, agents, contractors or subcontractors, successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "**Grantee's Parties**"); (b) any intentional misconduct or negligent acts, errors or omissions by Grantee or any Grantee Party; (c) subrogation actions initiated by Grantee or Grantee's workers' compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (d) any actual or alleged violation of applicable federal, state or local laws, regulations, ordinances, administrative orders or rules; (e) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Easement; and (f) any other acts by Grantee and/or Grantee's Parties pursuant to or in violation of this Easement. Grantee's obligations under this section will survive the termination or expiration of this Easement. Neither Grantor nor Grantor's Parties are required to perform any activity or incur any expense for any purpose under this Easement, except as otherwise expressly stated in this Easement.
8. In the event Grantor plans to sell, lease or rent Grantor's property prior to the final expiration date of this Temporary Construction Easement, Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of this Temporary Construction Easement and associated construction project.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor does hereby convey the aforementioned interest in its property and the parties do mutually agree to the above terms, conditions, and restrictions.

**GRANTOR:**  
Wells Fargo Bank, N.A.

**GRANTEE:**  
County of San Bernardino


By:

  
\_\_\_\_\_  
Troy Freeman  
Senior Vice President

By:

  
\_\_\_\_\_  
Gary McBride, CEO

By:

  
\_\_\_\_\_  
Shannon Togni  
Vice President

Date:

9/14/2020  
\_\_\_\_\_

Date:

9/25/20  
\_\_\_\_\_

**Exhibit A-1**

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

APN: 0135-161-30

That portion of Parcels 1, 2 & 3 in the City of San Bernardino, County of San Bernardino, State of California, as described in Grant Deed, recorded in Document Number 1999-0451769, on October 29, 1999, Official Records of said County, said Parcels being a portion of Lot 1, Block 19, as shown on the Plan of the City of San Bernardino, recorded in Book 7 of Maps, Page 1 records of said County, described as follows:

**COMMENCING** at the northeast corner of Parcel 34, as shown on Parcel Map No. 688, recorded in Book 25, Pages 47-58, of Parcel Maps, records of said County;

thence along the East line of said Parcel 34, South 00°03'11" East, a distance of 150.00 feet, to the southeast corner of said Parcel 34, also being the **POINT OF BEGINNING**;

thence along the South line of said Parcel 34, North 89°56'58" West, a distance of 124.20 feet, to the West line of said Parcel 3;

thence along a said West line, South 00°03'11" East, a distance of 2.00, to a line parallel with and 2.00 feet south of said South line;

thence along said parallel line, South 89°56'58" East, a distance of 46.22 feet;

thence South 00°03'11" East, a distance of 25.00, to a line parallel with and 27.00 feet south of said South line;

thence along said parallel line South 89°56'58" East, a distance of 78.00 feet, to the East line of said Parcel 1;

thence along said East line and East line of said Parcel 3, North 00°03'11" West, a distance of 27.00 feet, to the **POINT OF BEGINNING**.

Described portion of land contains 2,200 square feet more or less.

Attached hereto is a plat labeled "EXHIBIT B" and by this reference made a part hereof.

This real property description has been prepared by me, or under my Direction, in conformance with the Professional Land Surveyors' Act.

Signature:



7/27/2020

Richard R. Hernandez L.S. No. 5786 Date



**Exhibit A-2**

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

APN: 0135-161-36, 0135-161-37

That portion of Parcel 33 in the City of San Bernardino, County of San Bernardino, State of California, as shown on Parcel Map No. 688, recorded in Book 25, Pages 47-58, of Parcel Maps, Records of said County, described as follows:

**COMMENCING** at the northeast corner of Parcel 34 of said Parcel Map No. 688;

thence along the East line of said Parcel 34, South 00°03'11" East, a distance of 150.00 feet, to the southeast corner of said Parcel 34;

thence along the South line of said Parcel 34, North 89°56'58" West, a distance of 124.20 feet, to the Easterly line of said Parcel 33, also being the **POINT OF BEGINNING**;

thence along said Easterly line the following three (3) courses;

- 1) thence North 00°03'11" West, a distance of 21.19 feet, to the most easterly northeasterly corner of said Parcel 33;
- 2) thence North 89°58'32" West, a distance of 124.15 feet;
- 3) thence North 00°03'02" West, a distance of 128.87 feet, to the north line of said Parcel 33;

thence along said North line, North 89°56'58" West, a distance of 1.10 feet, to a line parallel with and 1.10 feet west of said course 3;

thence along said parallel line, South 00°03'02" East, a distance of 130.33 feet, to a line parallel with and 1.50 feet south of said course 2;

thence along last said parallel line, South 89°58'32" East, a distance of 124.07 feet, to a line parallel with and 1.20 feet west of said course 1;

thence along last said parallel line, South 00°03'11" East, a distance of 19.68 feet, to the west prolongation of the South line of said Parcel 34;

thence along said prolongation line, South 89°56'58" East, a distance of 1.20 feet, to the **POINT OF BEGINNING**.

Described portion of land contains 348 square feet more or less.

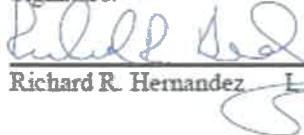
Attached hereto is a plat labeled "EXHIBIT B" and by this reference made a part hereof.

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

APN: 0135-161-36, 0135-161-37

This real property description has been prepared by me, or under my Direction, in conformance with the Professional Land Surveyors' Act.

Signature:



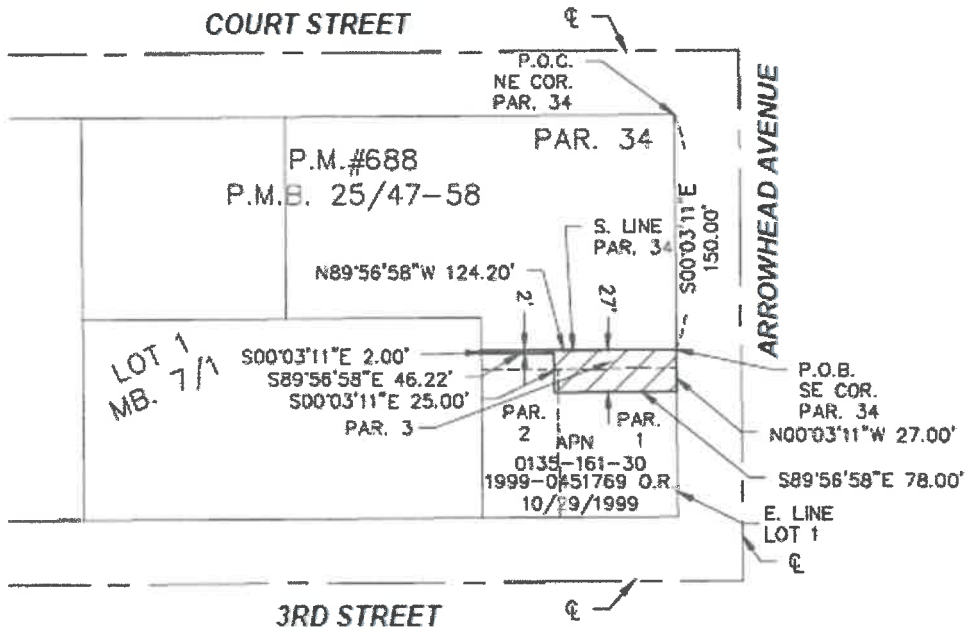
7/27/2020

Richard R. Hernandez L.S. No. 5786 Date



Exhibit B-1

# Exhibit B Temporary Construction Easement



## VICINITY MAP

NOT TO SCALE



## AREA

TCE AREA: AC 2,200 SF

## LEGEND

- CENTERLINE (☉)
- PROPERTY LINE (☉)

TEMPORARY CONSTRUCTION EASEMENT



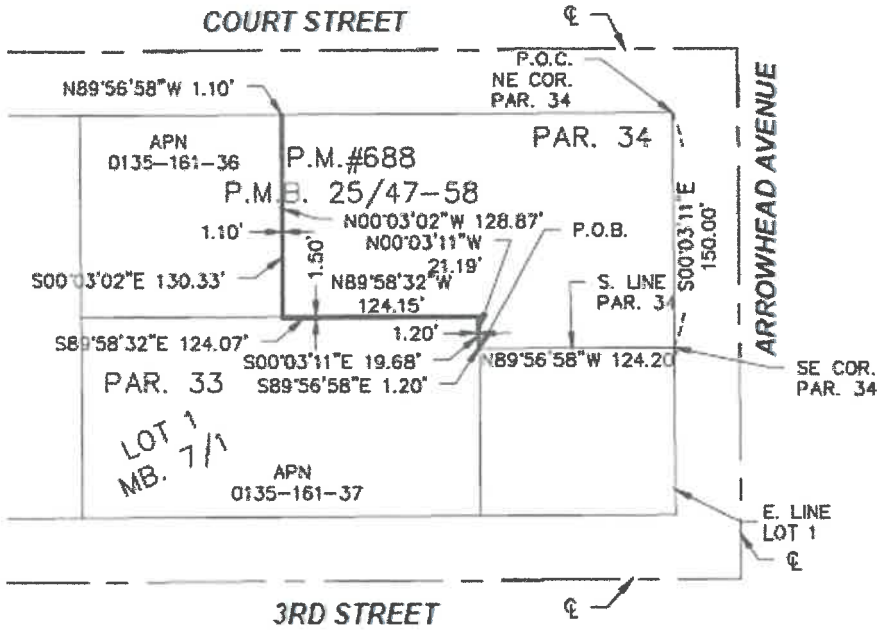
*Richard R. Hernandez* 7/28/2020

RICHARD R. HERNANDEZ DATE  
L.S. NO. 5786



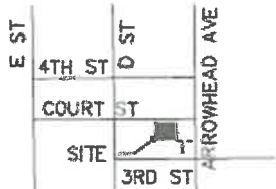
SCALE: 1"=100'

# Exhibit B Temporary Construction Easement



## VICINITY MAP

NOT TO SCALE



## AREA

TCE AREA: 348 SF

## LEGEND

- CENTERLINE (C)
- PROPERTY LINE (P)

 TEMPORARY CONSTRUCTION EASEMENT



*Richard R. Hernandez* 7/28/2020  
 RICHARD R. HERNANDEZ DATE  
 L.S. NO. 5786



SCALE: 1"=100'



**COUNTY OF SAN BERNARDINO**  
**ACCEPTANCE CERTIFICATE**

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: 9/28/2020

By:   
Terry W. Thompson, Director  
Real Estate Services Department





## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Real Estate Services Department (RESD)

Contact Name: Brandon Ocasio, RESD Telephone: \_\_\_\_\_

Agreement No.: 20-89 Amendment No.: N/A Date of Board Item 2/11/20 Board Item No.: 63

Name of Contract Entity/Project Name: RESD/Temporary Construction Easement

Explanation of request/Special Instructions:

[Justification for request]:

On February 11, 2020 (Item No. 63), the San Bernardino County Board of Supervisors approved the award for the construction project for the demolition and remodel of the building located at 323 West Court Street in San Bernardino. During the demolition, the County's contractor needed access for staging and cleaning over a small portion of the adjacent neighboring property, owned by Wells Fargo. RESD submitted that initial Temporary Construction Easement (TCE) and it was approved by the Chief Executive Officer on June 15, 2020 through the IOM process.

This TCE is a follow-up to the previous one, and was determined that due to the scope and amount of compensation being paid (\$1,576.00), the Chief Executive Officer is authorized to execute it. It shall be used solely for the purposes of: (a) shoring and staging for construction of the County Project, (b) the placement of "k-rail" with attached fencing, (c) the temporary removal of the fence where the driveway is situated, at the northeast corner of APN 0135-161-30, to be removed for egress during the TCE term, and to be restored prior to the expiration of the TCE term, and (d) clearance of building materials and debris resulting from the construction. The County shall not alter the Easement Area in any manner. This Easement shall remain in effect for a period of approximately 11 months, commencing on the date of execution by the last party to execute this TCE and expiring upon the earlier to occur of (a) completion of the project known as the 323 West Court Street Building Demolition and Remodel ("Project") or July 31, 2021.

**Insert check mark that the following required documents are attached to this request:**

- Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- Board Agenda item that delegated the authority