

## ACQUISITION AGREEMENT

**In consideration of the mutual covenants and agreements herein set forth,** San Bernardino County Flood Control District, (hereinafter referred to as SELLER), agree(s) to sell and convey to San Bernardino County, a body corporate and politic of the State of California (hereinafter referred to as BUYER) certain interests over portions of two parcels of real property commonly known as Assessor's Parcel Numbers 0433-014-04-0000 and 0438-165-26-0000 (hereinafter said portions are collectively referred to as PROPERTY) as described in the Attachment 1, which is attached hereto and made a part hereof. Conveyance of said PROPERTY is in part by permanent easements ("Easement") and in part by temporary construction easements ("TCE") as set forth below and the PROPERTY valuation for the respective interests is summarized as follows:

Value of Grant of Easements (total of 62,599 sq. ft.):	=	\$4,164.00
Value of Temporary Construction Easements (total of 70,762 sq. ft.):	=	\$2,843.00
Subtotal	=	\$7,007.00
<b>AMOUNT ESTABLISHED AS TOTAL JUST COMPENSATION:</b>	<b>=</b>	<b>\$7,007.00</b>

**The terms and conditions of the contract are SUBJECT TO BOARD APPROVAL for Seller and Buyer, respectively, and are as follows:**

1. The parties have herein set forth the whole of their agreement in this Acquisition Agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration for the respective interests in said PROPERTY and shall relieve the BUYER, and its agent(s) of all further obligation or claims on this account, or on account of the location, grade or construction of the BUYER's proposed public improvements known as the Rock Springs Road Bridge over the Mojave River Project (Project).
2. BUYER agrees to pay SELLER for the respective interests in said PROPERTY the total sum of **\$7,007.00** (SEVEN THOUSAND SEVEN DOLLARS), which sum shall be paid to SELLER within sixty (60) days after the later to occur of the mutual execution of this Agreement and SELLER's execution of the two Grants of Easement and the two Temporary Construction Easements in substantially the form of Attachment 2. In the event BUYER does not complete construction of the Project during the initial three-year term, the parties may amend this Agreement by mutual written agreement to provide for SELLER's grant of a new temporary construction easement for an extended term.
3. BUYER and SELLER have agreed that included in the amount payable in paragraph 2, above, the SELLER is compensated in full for the respective interests in the PROPERTY being acquired.
4. SELLER warrants that there are no oral or written leases on all or any portion of the PROPERTY exceeding a period of one month, and the SELLER agrees to hold BUYER and its employees, agents, contractors consultants, and assigns, harmless and reimburse the BUYER for any and all of its losses and expenses occasioned by reason of any lease of said PROPERTY held by any tenant of SELLER for a period exceeding one month.
5. SELLER agrees to use its best efforts to satisfy of record at or before conveying said PROPERTY and the respective rights, all encumbrances and special assessments which are a lien against the PROPERTY, as BUYER may require.
6. Reserved.

7. SELLER agrees that BUYER may, notwithstanding the prior acceptance of this Agreement, acquire the respective interests to said PROPERTY by condemnation or other judicial proceedings, in which event SELLER agrees to cooperate with BUYER in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of said respective interests in the PROPERTY; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the purchase price for the respective interests in the PROPERTY and shall be prorated among all persons having an interest in this PROPERTY as their respective interests may appear. SELLER agrees that the Just Compensation shall be in full satisfaction of any and all claims of SELLER for payment for the rights in the PROPERTY.

8. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

9. BUYER agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the BUYER, to pay the premium charged therefor.

10. SELLER hereby represents and warrants that during the period of SELLER's ownership of the PROPERTY, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the PROPERTY. SELLER further represents and warrants that SELLER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the PROPERTY which may have occurred prior to SELLER taking title to the PROPERTY.

11. The acquisition price of the respective interests in the PROPERTY being acquired in this transaction reflects the fair market value of said interests in the PROPERTY without the presence of a hazardous substances. If the PROPERTY being acquired is found to be contaminated by the presence of a hazardous substance which requires remediation, mitigation or cleanup under Federal or State law, BUYER may elect to recover its remediation, mitigation and cleanup costs from those who caused or contributed to the contamination. SELLER agrees to grant to BUYER, but only to the extent necessary (SELLER may reserve equal or greater rights), any rights to require/recover remediation, mitigation or cleanup costs it may have against any person or entity, including but not limited to SELLER, who may have caused or contributed to such contamination.

12. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the PROPERTY by the BUYER or its agents, employees, contractors, consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence for the TCE on the commencement date stated in the temporary construction easement and for the Grants of Easement on the date of BUYER's acceptance of the Grants. The amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date for the respective interests in the PROPERTY. It is further understood and agreed that the amount payable in Paragraph 2 herein includes compensation in full for the actual possession and use of the two Temporary Construction Easements for the period commencing on July 1, 2025 and terminating on the earlier of BUYER's completion of the Project, as determined by BUYER, or thirty six (36) months thereafter or by no later than June 30, 2028. These temporary construction easements may be terminated prior to the expiration of the foregoing term by BUYER upon written notice to the SELLER.

13. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Seller. BUYER must approve any assignment of the contract by SELLER. Governing law applicable to this agreement is the State of California.

14. All terms and conditions with respect to this Agreement are expressly contained herein and SELLER agrees that no representative or agent of BUYER has made any representation or promise with respect to this Agreement not expressly contained herein.

15. BUYER shall provide SELLER Relocation Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) and Title 49 code of Federal Regulations (CFR) Part 24, and these regulations shall be the basis for the BUYER's policies and procedures in implementing relocation assistance. Notwithstanding anything to the contrary in this Agreement, this section is not applicable to this acquisition of the respective interests in the Property.

16. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract are required to, and shall comply with all elements of Title VI of the Civil Rights Act of 1964. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

17. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

TO SELLER      San Bernardino County Flood Control District  
Department of Public Works  
825 East Third Street, Room 204  
San Bernardino, CA 92415-0835

TO BUYER      San Bernardino County  
c/o Real Estate Services Department  
Attention: Brandon Ocasio, Manager of Acquisitions  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180  
Courtesy copy via email at: [brandon.ocasio@res.sbcounty.gov](mailto:brandon.ocasio@res.sbcounty.gov)

**SELLER: San Bernardino County Flood Control District**

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

**BUYER: San Bernardino County**

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

**ATTACHMENT "1"**  
**LEGAL DESCRIPTION AND PLATS OF PROPERTY**

T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - E-2  
APN 0433-014-04

**EXHIBIT "A"**  
**EASEMENT**

That portion of a parcel, said parcel described as:

THAT PORTION OF GOVERNMENT LOT 1, IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 3 WEST, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, LYING WITHIN AND EASTERLY FROM A 1000 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN NORTH LINE OF SAID SECTION 30, DISTANT ALONG SAID NORTH LINE, SOUTH 88° 04' 20" WEST, 2661.61 FEET FROM A 2-INCH PIPE WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 05° 04' 25" WEST, 679.42 FEET; THENCE SOUTHWESTERLY 2033.41 FEET ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8000 FEET AND A CENTRAL ANGLE OF 14° 33' 48" TO THE POINT OF TERMINATION IN SOUTH LINE OF THE NORTH HALF OF SAID SECTION 30, SAID POINT OF TERMINATION BEING DISTANT ALONG SAID SOUTH LINE, SOUTH 88° 04' 56" WEST, 618.13 FEET FROM A 1-INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30.

Said portion described as follows:

**Parcel "A"** (Rock Springs Road)

Commencing at the Northeast corner of the northwest quarter of Section 30, Township 4 North, Range 3 West, as shown on said map, said section corner being the POINT OF COMMENCEMENT;

thence South 88° 45' 56" West, a distance of 281.32 feet, along said section line to a point, said point being the POINT OF BEGINNING; said point also being the northerly line of said parcel;

thence leaving said northerly parcel line South 88° 58' 54" West, a distance of 137.78 feet;

thence South 47° 14' 29" West, a distance of 87.49;

thence South 86° 24' 23" West, a distance of 53.00 feet to a point on the westerly line of said parcel;

thence North 05° 46' 01" East, a distance of 77.03 along said westerly parcel line to the northwest corner of said parcel;

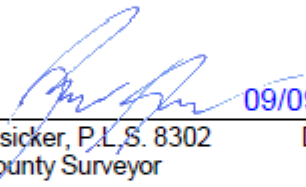
thence North 88° 45' 56" East, a distance of 245.89 feet along the northerly line of said Section 30, to the Point of Beginning.

T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - E-2  
APN 0433-014-04

Described portion of land contains 7751.00 square feet more or less.

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

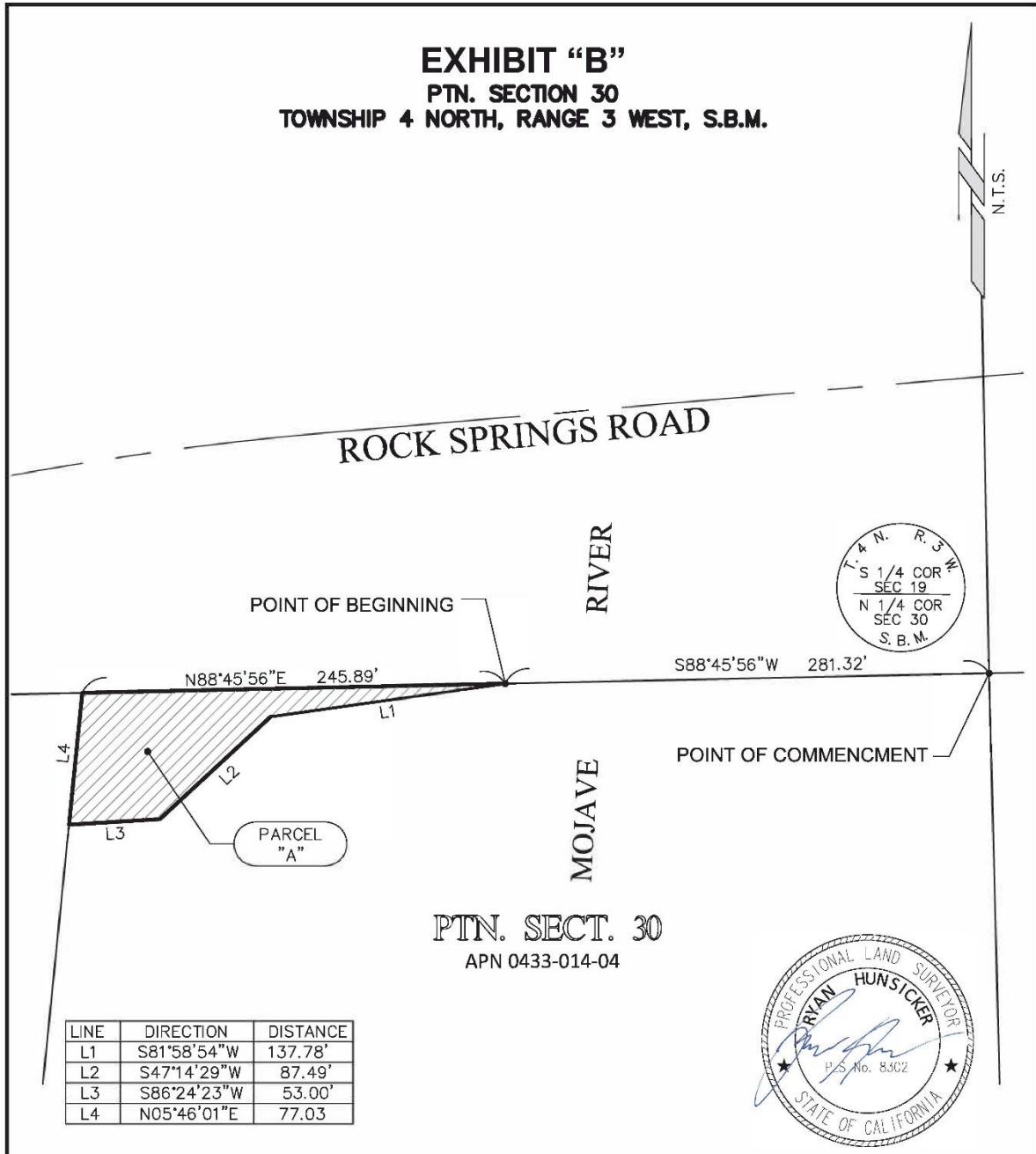
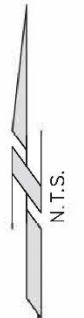
This legal description was prepared by me or under my direction.

By:  09/09/2023  
Ryan Hunsicker, P.L.S. 8302      Dated  
Deputy County Surveyor



Job No. H15087
Prepared by: GEG

**EXHIBIT "B"**  
**PTN. SECTION 30**  
**TOWNSHIP 4 NORTH, RANGE 3 WEST, S.B.M.**



PTN. SECT. 30  
 APN 0433-014-04

LINE	DIRECTION	DISTANCE
L1	S81°58'54"W	137.78'
L2	S47°14'29"W	87.49'
L3	S86°24'23"W	53.00'
L4	N05°46'01"E	77.03'

**NOTES:**  
 THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF GRANT OF EASEMENT FOR FUTURE ROAD IMPROVEMENTS: 7,751± sq. ft.

W.O. No.	Parcel No.	Owner
H15087	E-2	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

**San Bernardino County**  
 Department of Public Works - Transportation

**Right - of - Way Plat**  
**ROCK SPRINGS ROAD**

**AT**  
**Mojave River**  
 APPLE VALLEY AREA





T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - TCE-2  
APN 0433-014-04

**EXHIBIT "A"**  
TEMPORARY CONSTRUCTION EASEMENT

That portion of a parcel, said parcel described as:

THAT PORTION OF GOVERNMENT LOT 1, IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 3 WEST, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, LYING WITHIN AND EASTERLY FROM A 1000 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN NORTH LINE OF SAID SECTION 30, DISTANT ALONG SAID NORTH LINE, SOUTH 88° 04' 20" WEST, 2661.61 FEET FROM A 2-INCH PIPE WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 05° 04' 25" WEST, 679.42 FEET; THENCE SOUTHWESTERLY 2033.41 FEET ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8000 FEET AND A CENTRAL ANGLE OF 14° 33' 48" TO THE POINT OF TERMINATION IN SOUTH LINE OF THE NORTH HALF OF SAID SECTION 30, SAID POINT OF TERMINATION BEING DISTANT ALONG SAID SOUTH LINE, SOUTH 88° 04' 56" WEST, 618.13 FEET FROM A 1-INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30.

Said portion described as follows:

**Parcel "A"** (Rock Springs Road)

Commencing at the northeast corner of the Northwest quarter of Section 30, Township 4 North, Range 3 West, as shown on said map, said section corner being the POINT OF COMMENCEMENT;

thence South 88° 45' 56" West, a distance of 23.45 feet, to a point along the northerly line of said Section 30, said point being the POINT OF BEGINNING;

thence South 74° 47' 03" West, a distance of 395.14 feet;

thence South 83° 20' 52" West, a distance of 134.20, to a point on the westerly line of said parcel;

thence North 05° 46' 01" East, a distance of 31.92, to a point along said westerly line of said parcel;

thence North 86° 24' 23" East, a distance of 53.00 feet;

thence North 81° 58' 54" East, a distance of 137.78 feet to a point along the northerly line of said Section 30;



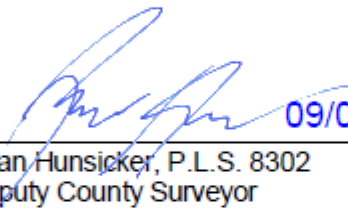
T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - TCE-2  
APN 0433-014-04

thence North 88° 45' 56" East, a distance of 257.87 feet along said Section 30 to the POINT OF BEGINNING.

Described portion of land contains 23,514.00 square feet more or less.

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

This legal description was prepared by me or under my direction.

By:  09/09/2023  
Ryan Hunsicker, P.L.S. 8302      Dated  
Deputy County Surveyor

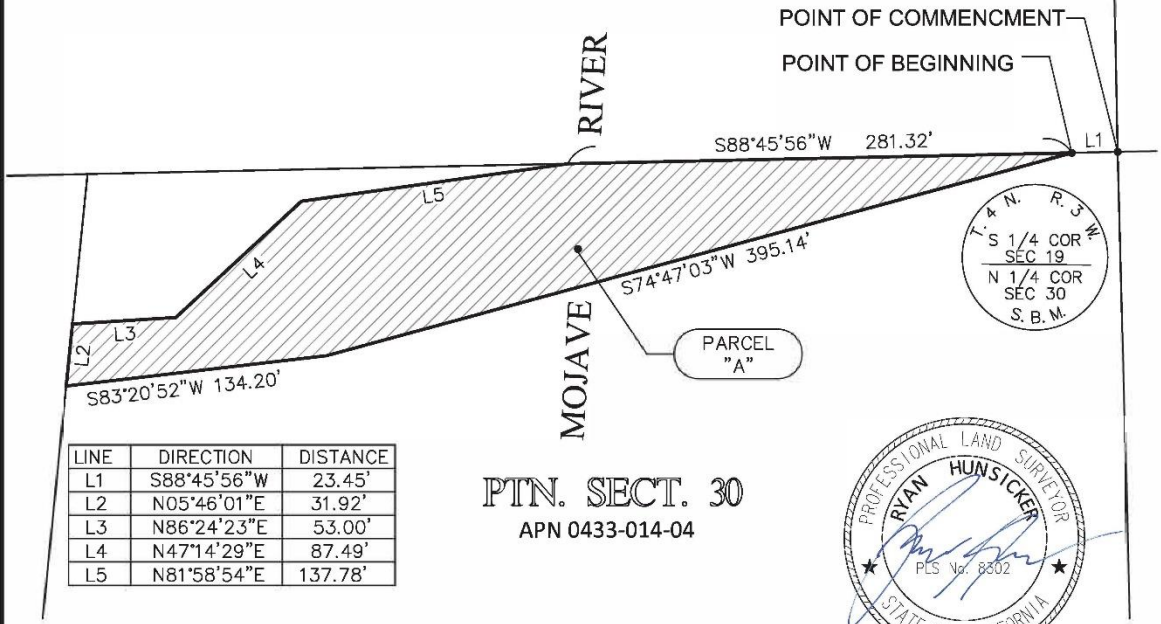


Job No. H15087
Prepared by: GEG

**EXHIBIT "B"**  
**PTN. SECTION 30**  
**TOWNSHIP 4 NORTH, RANGE 3 WEST, S.B.M.**

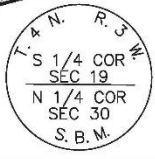


ROCK SPRINGS ROAD



LINE	DIRECTION	DISTANCE
L1	S88°45'56"W	23.45'
L2	N05°46'01"E	31.92'
L3	N86°24'23"E	53.00'
L4	N47°14'29"E	87.49'
L5	N81°58'54"E	137.78'

PTN. SECT. 30  
 APN 0433-014-04



**NOTES:**  
 THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR FUTURE ROAD IMPROVEMENTS: 23,514± sq. ft.

W.O. No.	Parcel No.	Owner
H15087	TCE-2	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

**San Bernardino County**  
 Department of Public Works - Transportation

**Right - of - Way Plat**  
**ROCK SPRINGS ROAD**  
 AT  
**Mojave River**  
 APPLE VALLEY AREA

T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - E-3  
APN 0438-165-26

**EXHIBIT "A"**  
**EASEMENT**

Those portions of a parcel, said parcel described as:

ALL OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN DEED DATED SEPTEMBER 2, 1958 FROM JERRY H. YOCKY AND MARY L. YOCKY TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED OCTOBER 2, 1958 IN BOOK 4618 OF OFFICIAL RECORDS AT PAGE 407 OF THE RECORDS OF SAID COUNTY, DESCRIBED IN SAID DEED FOR REFERENCE AS FOLLOWS:

"AN IRREGULAR SHAPED PARCEL OF LAND NEAR HESPERIA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST BERNARDINO MERIDIAN, LYING SOUTH OF THE CENTERLINE COUNTY ROAD, AS IT EXISTED ON MAY 17, 1955, AND WEST OF A LINE WHICH EXTENDS NORTHERLY AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 19 FROM A POINT DISTANT WE Y 2100.00 FEET (MEASURED ALONG SAID SOUTH LINE) FROM THE SOUTHEAST CORNER OF SAID SECTION 19."

Said portions described as follows:

**Parcel "A"** (Rock Springs Road)

Commencing at the southeast quarter corner of Section 19, Township 4 North, Range 3 West, said section corner being the POINT OF COMMENCEMENT, said point also being the southwesterly corner of said parcel;

thence North 01° 06' 49" West, a distance of 44.40 feet, to a point along the westerly line of said parcel, said point being the Point of Beginning;

thence North 01° 06' 49" West, a distance of 127.98, continuing along said westerly line of said parcel;

thence North 85° 04' 29" East, a distance of 539.06, to the northeasterly corner of said parcel;

thence South 01° 14' 04" East, a distance of 86.50 feet, to a point on the westerly line of said parcel;

thence South 77° 50' 12" West, a distance of 101.95 feet;

thence South 77° 10' 33" West, a distance of 78.62 feet;

thence North 12° 49' 27" West, a distance of 31.20 feet;

T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - E-3  
APN 0438-165-26


thence South 77° 10' 33" West, a distance of 250.39 feet;

thence South 77° 45' 07" West, a distance of 111.60 feet, to the POINT OF BEGINNING.

Described portion of land contains 54,848 square feet more or less.

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

This legal description was prepared by me or under my direction.

By:  9/13/2023  
Ryan Hunsicker, P.L.S. 8302      Dated  
Deputy County Surveyor



Job No. H15087
Prepared by: GEG

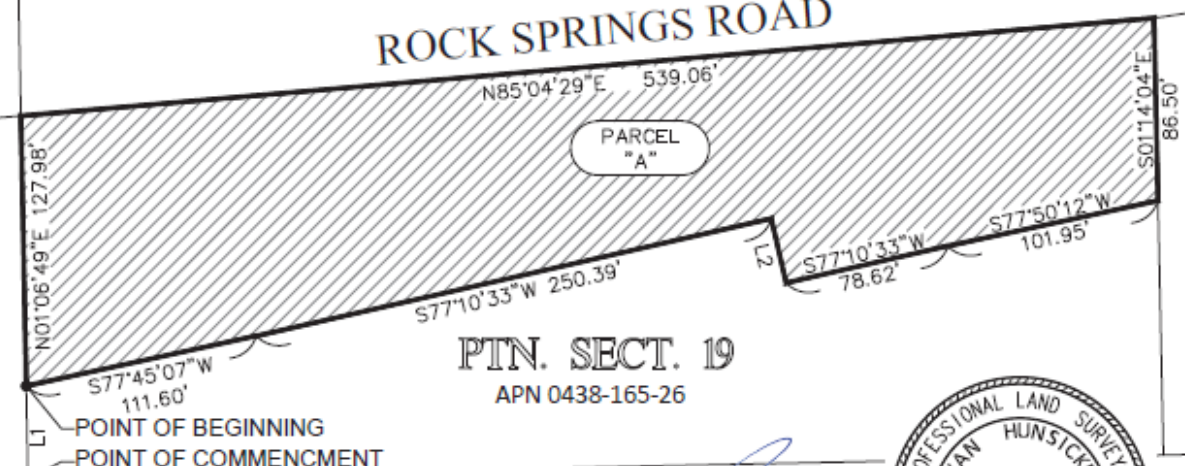
# EXHIBIT "B"

PTN. SECTION 19  
TOWNSHIP 4 NORTH, RANGE 3 WEST, S.B.M.



CL ATCHISON, TOPEKA AND SANTA FE RAILROAD

ROCK SPRINGS ROAD



PTN. SECT. 19  
APN 0438-165-26

L1 POINT OF BEGINNING  
POINT OF COMMENCEMENT



LINE	DIRECTION	DISTANCE
L1	N01°06'49"E	44.40'
L2	N12°49'27"W	31.20'



NOTES:  
THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF GRANT OF EASEMENT FOR FUTURE ROAD IMPROVEMENTS: 54,848± sq. ft.

San Bernardino County  
Department of Public Works - Transportation

**Right - of - Way Plat**  
**ROCK SPRINGS ROAD**

AT  
**Mojave River**  
APPLE VALLEY AREA

W.O. No.	Parcel No.	Owner
H15087	E-3	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - TCE-3  
APN 0438-165-26

**EXHIBIT "A"**  
TEMPORARY CONSTRUCTION EASEMENT

Those portions of a parcel, said parcel described as:

ALL OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN DEED DATED SEPTEMBER 2, 1958 FROM JERRY H. YOCKY AND MARY L. YOCKY TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED OCTOBER 2, 1958 IN BOOK 4618 OF OFFICIAL RECORDS AT PAGE 407 OF THE RECORDS OF SAID COUNTY, DESCRIBED IN SAID DEED FOR REFERENCE AS FOLLOWS:

"AN IRREGULAR SHAPED PARCEL OF LAND NEAR HESPERIA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST BERNARDINO MERIDIAN, LYING SOUTH OF THE CENTERLINE COUNTY ROAD, AS IT EXISTED ON MAY 17, 1955, AND WEST OF A LINE WHICH EXTENDS NORTHERLY AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 19 FROM A POINT DISTANT WESTERLY 2100.00 FEET (MEASURED ALONG SAID SOUTH LINE) FROM THE SOUTHEAST CORNER OF SAID SECTION 19."

Said portions described as follows:

**Parcel "A"** (Rock Springs Road)

Commencing at the southeast corner of the southwest quarter of Section 19, Township 4 North, Range 3 West, said section corner being the POINT OF BEGINNING, said point also being the southwesterly corner of said parcel;

thence North 01° 06' 49" West, a distance of 44.40 feet, to a point along the westerly line of said parcel;

thence North 77° 45' 07" East, a distance of 111.60 feet;

thence North 77° 10' 33" East, a distance of 250.39 feet;

thence South 12° 49' 27" East, a distance of 31.20 feet;

thence North 77° 10' 33" East, a distance of 78.62 feet;

thence North 77° 50' 12" East, a distance of 101.95 feet; to a point on the easterly line of said parcel;

thence South 01° 14' 04" East, a distance of 120.58 feet, to the southeasterly corner of said parcel;

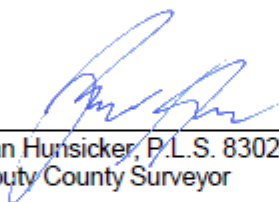
thence South 88° 45' 56" West, a distance of 538.31 feet, along the southerly line of said section 19, to the POINT OF BEGINNING.

T4N, R3W, SEC 30 S.B.M.  
Rock Springs Road  
Right-of-Way Acquisition  
H15087 - TCE-3  
APN 0438-165-26

Described portion of land contains 47,248 square feet more or less.

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

This legal description was prepared by me or under my direction.

By:  09/09/2023  
Ryan Hursicker, P.L.S. 8302      Dated  
Deputy County Surveyor



Job No. H15087
Prepared by: GEG



# EXHIBIT "B"

PTN. SECTION 19  
TOWNSHIP 4 NORTH, RANGE 3 WEST, S.B.M.

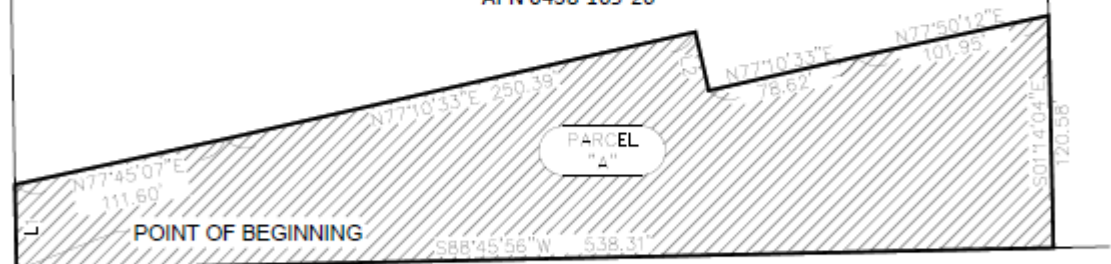


CL ATCHISON, TOPEKA AND SANTA FE RAILROAD



ROCK SPRINGS ROAD

PTN. SECT. 19  
APN 0438-165-26



LINE	DIRECTION	DISTANCE
L1	N01°06'49\"W	44.40'
L2	S12°49'27\"E	31.20'

**NOTES:**  
THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR FUTURE ROAD IMPROVEMENTS: 47,248± sq. ft.

W.O. No.	Parcel No.	Owner
H15087	TCE-3	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

**San Bernardino County**  
 Department of Public Works - Transportation  
**Right - of - Way Plat**  
**ROCK SPRINGS ROAD**  
 AT  
 Mojave River  
 APPLE VALLEY AREA

ATTACHMENT "2"  
FORMS OF GRANT OF EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY:

San Bernardino County  
Department of Public Works

WHEN RECORDED MAIL DOCUMENT  
and TAX STATEMENT TO:

San Bernardino County  
Department of Public Works 825  
East Third Street, Room 204  
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103  
Recordation required to complete chain of title

A.P.N. 0433-014-04 (ptn)

**GRANT OF EASEMENT**

Dept. Code : 11700 (Transportation)

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area       City of \_\_\_\_\_

San Bernardino County Flood Control District, a body corporate and politic of the State of California,

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, an EASEMENT for HIGHWAY and ROADWAY PURPOSES over, under, along and across the following described real property in said County:

See attached EXHIBIT "A" Legal Description and EXHIBIT "B" Plat

San Bernardino County Flood Control District

Name: Dawn Rowe      Date \_\_\_\_\_  
Title: Chair, Board of Supervisors

Name: \_\_\_\_\_      Date \_\_\_\_\_  
Title: \_\_\_\_\_

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, 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.

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

Township: 4N    Range: 3W    Section: 30  
Geo Index: 4154    Sect.: 30    Quad.: 2  
Road Name(s) : Rock Springs Road  
Project: Rock Springs Road Bridge Over the Mojave River  
Work Order No. : H15807  
Parcel No. (s) : Parcel E-2  
A.P.N. (s) : 0433-014-04 (ptn)

RECORDING REQUESTED BY:

San Bernardino County  
 Department of Public Works  
 825 East Third Street, Room 204  
 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103  
 Recordation required to complete chain of title

UNINCORPORATED AREA	<b>TEMPORARY CONSTRUCTION EASEMENT</b>	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0433-014-04 (ptn)		Dept. Code : 11700 (Transportation )

San Bernardino County Flood Control District, a body corporate and  
 politic of the State of California,

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a  
 TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following  
 described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period not to exceed 36 months,  
 commencing on July 1, 2025, and terminating upon completion of the project known as Rock Springs Road  
 Bridge Over the Mojave River Project, or no later than June 30, 2028.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the  
 expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all  
 parties involved in the sale, lease, or rental of this temporary construction easement and associated  
 construction project.

San Bernardino County Flood Control District, a body corporate and politic of the State of California,

Name: Dawn Rowe \_\_\_\_\_ Date \_\_\_\_\_  
 Title: Chair, Board of Supervisors

This is to certify that the interest in real property conveyed by the  
 within instrument to San Bernardino County, 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.

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

Township: 4N Range: 3W Section: 30  
 Geo Index: 4154 Sect.: 30 Quad.: 2  
 Road Name(s): Rock Springs Road  
 Project: Rock Springs Road Bridge Over  
 The Mojave River  
 Work Order No.: H15087  
 Parcel No. (s): TCE-2  
 A.P.N. (s): 0433-014-04 (ptn)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable		
Name	Street Address	City & State

RECORDING REQUESTED BY:

San Bernardino County  
Department of Public Works

WHEN RECORDED MAIL DOCUMENT  
and TAX STATEMENT TO:

San Bernardino County  
Department of Public Works  
825 East Third Street, Room 204  
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103  
Recordation required to complete chain of title

A.P.N. 0438-165-26 (ptn)

**GRANT OF EASEMENT**

Dept. Code : 11700 (Transportation)

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

- computed on full value of property conveyed, or  
 computed on full value less liens and encumbrances remaining at the time of sale  
 Unincorporated Area       City of \_\_\_\_\_

San Bernardino County Flood Control District,

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, an  
EASEMENT for HIGHWAY and ROADWAY PURPOSES over, under, along and across the following  
described real property in said County:

See attached EXHIBIT "A" Legal Description and EXHIBIT "B" Plat

San Bernardino County Flood Control District

Name: Dawn Rowe      Date  
Title: Chair, Board of Supervisors

Name:      Date  
Title:

This is to certify that the interest in real property conveyed by the within  
instrument to San Bernardino County, 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.

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

Township: 4N Range: 3W Section: 19  
Geo Index: 4154 Sect.: 19 Quad.: 4  
Road Name(s) : Rock Springs Road  
Project: Rock Springs Road Bridge Over  
the Mojave River  
Work Order No. : H15807  
Parcel No. (s) : Parcel E-3  
A.P.N. (s) : 0438-165-26 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:

San Bernardino County  
Department of Public Works  
825 East Third Street, Room 204  
San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103  
Recordation required to complete chain of title

UNINCORPORATED AREA	<b>TEMPORARY CONSTRUCTION EASEMENT</b>	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0438-165-26 (ptn)		Dept. Code: 11700 (Transportation)

San Bernardino County Flood Control District, a body corporate and politic of the State of California

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" FLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period not to exceed 36 months, commencing on July 1, 2025, and terminating upon completion of the project known as Rock Springs Road Bridge Over the Mojave River Project, or no later than June 30, 2028.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

San Bernardino County Flood Control District, a body corporate and politic of the State of California

Name: Dawn Rowe Date  
Title: Chair, Board of Supervisors

<p>This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, 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.</p>	Township: <u>4N</u> Range: <u>3W</u> Section: <u>19</u>
	Geo Index: <u>4154</u> Sect.: <u>19</u> Quad.: <u>4</u>
By: _____ Date: _____	Road Name(s): <u>Rock Springs Road</u>
Terry W. Thompson, Director Real Estate Services Department	Project: <u>Rock Springs Road Bridge Over The Mojave River</u>
	Work Order No.: <u>H15087</u>
	Parcel No. (s): <u>TCE-3</u>
	A.P.N. (s): <u>0438-165-26 (ptn)</u>

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State