



ORIGINAL

Contract Number

22-144

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director, Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	City of Victorville
Contractor Representative	Scott Webb
Telephone Number	(760) 955-5135
Contract Term	
Original Contract Amount	\$70,000
Amendment Amount	
Total Contract Amount	\$70,000
Cost Center	1940002532
GRC/PROJ/JOB No.	
Internal Order No.	

Briefly describe the general nature of the contract: A Purchase and Sale Agreement for the City of Victorville to acquire a portion of District owned property (Assessor Parcel Number 0473-181-17), consisting of approximately 80,849 square feet in fee, for the City to construct and operate a 24-Hour Wellness and Recuperative Care Center.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Please See Signature Page in Contract
Scott M. Runyan
Supervising Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Brandon Ocasio*
Brandon J. Ocasio, Real Property Manager,
RES D

Date _____

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**") is dated as of date the last of the Parties hereto executes this Agreement (the "**Effective Date**") and is entered into by and between San Bernardino County Flood Control District, a body corporate and politic ("**DISTRICT**") and the City of Victorville ("**CITY**"). DISTRICT and CITY are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. DISTRICT is the owner of the fee simple interest in the following real property:

San Bernardino County Assessor's Parcel Number ("**APN**") 0473-181-17-0000, containing approximately 150,157 square feet as more particularly described in Exhibit A ("**Larger Parcel**").
- B. The Parties desire for the CITY to acquire from DISTRICT a portion of the larger parcel, consisting of 80,849 square feet in the City of Victorville, as more particularly described in Exhibit B ("**Subject Property**"), as a site for the future development of a 24-Hr Wellness and Recuperative Care Center ("**Project**").
- C. DISTRICT and CITY agree that pursuant to the Participation Agreement that was effective March 2, 2021, and is known as County Contract No. 21-170 and incorporated herein by this reference, CITY deposited \$70,000 with the DISTRICT for the both the purchase price and to reimburse the DISTRICT for its administrative costs, in purchasing the Subject Property. Additional deposits may be required to cover DISTRICT costs pursuant to County Contract No. 21-170, but the DISTRICT will refund any excess deposited funds to the CITY upon completion of the Property sale pursuant to County Contract No. 21-170.
- D. The DISTRICT and the CITY can proceed because the Board of Supervisors declared via adopted resolution that disposition of the Subject Property is exempt surplus land under The Surplus Land Act, Government Code section 54221(f)(1)(D): "Surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use."
- E. The DISTRICT has the right to sell the Subject Property under California Water Code Appendix, Chapter 43, Section 43-6.

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties warrant are true and correct and incorporated as part of this Agreement, and the terms and conditions of this Agreement, DISTRICT and CITY hereby agree as follows:

Section 1. Purchase and Sale of Subject Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, DISTRICT hereby agrees to sell, convey and transfer to CITY and CITY hereby agrees to acquire all of the right, title and interest of DISTRICT in and to the Subject Property as more fully described in Exhibit B, attached hereto and incorporated herein by this reference.

Section 2. Deposit.

CITY has deposited with DISTRICT, pursuant to the Participation Agreement effective March 2, 2021 and known as County Contract No. 21-170, the amount of Seventy Thousand Dollars (\$70,000.00) comprising Forty Thousand Dollars (\$40,000) as consideration for the Property ("**Purchase Price**") and Thirty Thousand Dollars (\$30,000) for the DISTRICT's reimbursable administrative costs ("**Refundable Deposit**"). Upon the Closing of this transaction, as hereinafter defined, the Purchase Price shall become non-refundable and retained by the DISTRICT and any excess amount remaining from the Refundable Deposit, if any, shall be returned to the CITY.

Section 3. No Brokers or Agents. There are no agents or brokers involved in the sale of the Property contemplated by this Agreement. CITY and DISTRICT agree to indemnify and hold the other Party harmless from and against any and all claims, damage, liability or cost, including without limitation, reasonable attorneys' fees, arising from or in connection with any claims by brokers or any other person, firm, or corporation based upon their having acted as broker or finder for or in connection with this transaction on behalf of the indemnifying Party.

Section 4. Due Diligence Period.

(a) For a period of ten (10) business days commencing from the Effective Date of this Agreement (the "**Due Diligence Period**"), CITY shall have the right to inspect and approve all physical, environmental, legal and any other matters relating to the Subject Property (including zoning, land use and similar public agency or governmental conditions or approvals with respect to ownership, operation and use of the Subject Property) as CITY may, in CITY's judgment, elect to investigate at CITY's cost; and, during the Due Diligence Period, CITY shall be permitted to make complete physical, environmental, legal and other inspections of the Subject Property (at CITY's cost) and to make and remove copies of any and all records of DISTRICT and files regarding the Subject Property; provided, however, neither CITY nor any agent or consultant acting on behalf of CITY shall conduct a Phase II environmental testing, boring, or other entry or disturbance of any sort on the Subject Property without prior notice to and written consent of DISTRICT. If CITY, in CITY's sole and absolute discretion, is satisfied with all of the inspections and investigations CITY elects to undertake as described above, CITY shall give written notice of such satisfaction to DISTRICT prior to the end of the Due Diligence Period ("**Notice of Due Diligence Approval**"). If CITY does not provide a Notice of Due Diligence Approval, CITY shall have conclusively been deemed to have approved its due diligence investigation of the Property.

(b) CITY shall accept the delivery of possession of the Subject Property (including, but not limited to, subterranean structures and soil conditions), in the proposed condition, but otherwise "As Is," "Where is," and "Subject to all Faults" condition. CITY hereby acknowledges that it has relied solely upon its own investigation of the Subject Property and its own review of such information and documentation as it deems appropriate. CITY is not relying on any statement or representation by DISTRICT, any employee, official or consultant of DISTRICT relating to the condition of the Subject Property. DISTRICT makes no representations or warranties as to whether the Subject Property presently complies with environmental laws nor whether it shall comply after completion of the activities by CITY. Furthermore, to the extent that DISTRICT has provided CITY with information relating to the condition of the Subject Property, DISTRICT makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(c) Except for matters arising from DISTRICT's intentional fraud or misrepresentation, effective as of the Closing Date, CITY, on behalf of itself, and its successors, shall, and by the

execution of this Agreement, hereby does, forever release DISTRICT, its officers, directors, agents and employees, and its and their respective successors, of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses, whether known or unknown, arising out of or in any way connected with the Subject Property, including, but not limited to, the condition of title to the Subject Property (and DISTRICT's interest in and ownership thereof) and the environmental, seismic and structural condition of the Subject Property (herein, "Losses").

(d) CITY expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. CITY, by the execution of this Agreement, acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for Losses known or unknown, described in this Section 4 and which are released pursuant to subsection (c) above. Without limiting the generality of the foregoing, THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE UNDERSIGNED, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

CITY's Initials: _____

(e) Except as otherwise provided in County Contract No. 21-170, this Agreement gives permission to CITY and its agents and contractors to enter the Subject Property (i) for the purpose of conducting the necessary due diligence for pre-construction purposes and (ii) for construction of the Project. This permission does not extend to use of the Subject Property for any other purposes. Any other use of the Subject Property by CITY, its agents and contractors is deemed unauthorized and may, in DISTRICT's sole discretion, be cause for termination of this Agreement.

Section 5. Conditions Precedent.

(a) DISTRICT's Contingencies. DISTRICT's obligation to sell the Subject Property shall be subject to and contingent upon, DISTRICT's reasonable satisfaction or written waiver of the following:

(1) CITY's performance of each and every covenant required to be performed by CITY hereunder on or before the Closing; and

(2) The truth and accurateness of each of CITY's covenants, representations and warranties, as set forth in Section 9(b) of this Agreement as of the Closing.

(3) DISTRICT shall have formally determined and declared in an adopted resolution that the Subject Property is no longer necessary, is surplus to DISTRICT's needs, and further is "exempt surplus land" as such term is defined in the Surplus Lands Act, *Cal. Gov. Code section 54220, et seq.* (the "**Act**"), in particular section 54221(f)(1)(D) thereof; and

(4) Such resolution has been provided to the California Department of Housing and Community Development by DISTRICT not less than thirty (30) days prior to the Closing.

(b) CITY's Contingencies. The Closing and CITY's obligation to purchase the Subject Property shall be subject to and contingent upon the timely satisfaction or written waiver of the following:

(1) DISTRICT's performance of each and every covenant required to be performed by DISTRICT hereunder on or before the Closing; and

(2) The truth and accurateness of each of DISTRICT's covenants, representations and warranties, as set forth in Section 9(a) of this Agreement as of the Closing; and

(3) DISTRICT shall have formally determined and declared in an adopted resolution that the Subject Property is no longer necessary, is surplus to DISTRICT's needs, and further is "exempt surplus land" under the Act, in particular section 54221(f)(1)(D) thereof; and

(4) Such resolution has been provided to the California Department of Housing and Community Development by DISTRICT not less than thirty (30) days prior to the Closing.

In the event that any of the foregoing contingencies have not been either timely satisfied or expressly waived in writing by CITY, then CITY may terminate this Agreement by written notice to DISTRICT at any time prior to the Closing.

Section 6. Closing Conditions.

(a) As used herein, "**Closing**" means and refers to the date on which the conditions set forth in this Agreement for the transfer of the Subject Property have been satisfied, and the Deed is recorded.

(b) The Subject Property will be transferred to CITY on the Closing Date (as defined below), provided that within the periods of time set forth in this Agreement: (i) Neither DISTRICT nor CITY have terminated this Agreement, (ii) CITY has accepted the Deed, and (iii) all other conditions of the Closing set forth in this Agreement have been met and DISTRICT has paid, or caused to be paid all applicable costs relating to such closing.

Section 7. Closing

(a) The Closing shall occur no later than thirty (30) business days after CITY's completion of its due diligence during the Due Diligence Period described in Section 4.

(b) On the day designated by CITY as the date for the Closing (the "**Closing Date**"), DISTRICT shall deliver to the CITY in recordable form the Grant Deed in the form attached hereto as Exhibit C (the "**Deed**") duly executed and acknowledged by DISTRICT, which Deed shall convey all of its right, title and interest of DISTRICT in the Subject Property to CITY.

(c) On the Closing Date, CITY shall deliver to the DISTRICT, all cash required by the terms of this Agreement and County Contract No. 21-170 to close, plus or minus closing adjustments and prorations.

(d) The CITY shall be instructed to record the Grant Deed in the Recorder's Office of San Bernardino County, California, if and when it has obtained an ALTA owner's policy of title insurance ("**Title Policy**") issued by a Title Insurance Company (the "**Title Company**") acceptable to CITY with liability in an amount equal to the Fair Market Value of the Subject Property together with such endorsements to the policy as may be reasonably requested by CITY, insuring that fee title to the Subject Property is vested in CITY, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to: non-delinquent taxes and assessments and all other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the Subject Property would disclose.

Section 8. Closing Costs, Possession.

(a) As used herein, "**Closing Costs**" means and refers to title insurance premiums, required surveys and endorsements, filing fees, recordation fees, messenger costs and fees, and those other costs required to close the transaction contemplated herein.

(b) CITY shall pay the premium for its title insurance, cost of the Survey and all requested ALTA endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Subject Property to CITY and any and all other costs associated with transfer of the Subject Property including but not limited to permits, surveys, construction costs, CEQA, EIR, environmental review, habitat issues.

(c) CITY shall pay all Closing Costs, excepting those assigned to DISTRICT and others in the Agreement herein.

(d) CITY shall be entitled to exclusive possession of the Subject Property immediately upon the Closing.

Section 9. Covenants, Representations and Warranties.

(a) DISTRICT hereby makes the following covenants, representations and warranties and acknowledges that the execution of this Agreement by CITY has been made in material reliance by CITY on such covenants, representations and warranties.

(1) Power and Authority. DISTRICT has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. DISTRICT has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other Party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein have been duly authorized to do so and this Agreement

and any such instrument or document is valid and legally binding on DISTRICT and enforceable in accordance with its respective terms.

(4) No Litigation. There is no pending or, to the best of DISTRICT's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the marketable title and ownership to the Subject Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by DISTRICT of its obligations hereunder and thereunder shall to the best of DISTRICT's knowledge result in a breach or constitute a default under any agreement, document, instrument or other obligation to which DISTRICT is a party or by which DISTRICT may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to DISTRICT.

(6) Operation and Condition Pending Closing. Except as otherwise provided in County Contract No. 21-170, between the date of this Agreement and the Closing hereunder, DISTRICT shall continue to manage, operate and maintain the Subject Property in the same manner as existed prior to the execution of this Agreement.

(7) Encumbrances. DISTRICT covenants not to further encumber and not to place any further liens or encumbrances on the Subject Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interest. DISTRICT also covenants not to authorize any other person or entity to take any action that adversely affects the physical condition of the Subject Property or its soils to any material extent.

(8) All representations and warranties contained in this Section 9(a) are true and correct on the date hereof and on the Closing Date and shall survive the Closing.

(b) CITY hereby makes the following covenants, representations and warranties and acknowledges that the execution of this Agreement by DISTRICT has been made in material reliance by DISTRICT on such covenants, representations and warranties.

(1) Power and Authority. CITY has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of CITY hereby represent and warrant that such persons have the power, right and authority to bind CITY.

(2) Requisite Action. CITY has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein have been duly authorized to do so and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable in accordance with its respective terms.

(4) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by CITY of its obligations hereunder and thereunder shall to the best of CITY's knowledge result in a breach or constitute a default under any agreement, document, instrument or other obligation to which CITY is a party or by which CITY may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to CITY.

(5) All representations and warranties contained in this Section 9(b) are true and correct on the date hereof and on the Closing Date and shall survive the Closing.

Section 10. Default.

(a) Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on CITY's rights to recover monetary damages against DISTRICT set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall CITY be entitled to obtain monetary damages of any kind from DISTRICT, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of San Bernardino County, State of California or in the United States District Court for the Central District of California.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(d) If this Agreement is terminated by either Party for any reason except default by either Party, the Parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

Section 11. Conflict of Interest.

No member, official or employee of either Party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Subject Property or Project shall participate in any decision relating to the Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 12. Nonliability of Officials and Employees.

No officer, official or employee of either Party shall be personally liable to the other, or any successor in interest of such other Party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 13. Indemnification.

CITY agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold DISTRICT and its officers, employees, volunteers and agents (Indemnitee(s)) harmless from and against any and all claims, actions, losses, and/or liability and for any damages, judgments, costs, expenses, attorney's fees and/or liability arising from or related to any act or omission of CITY in the course of performing its inspection of the Property and out of CITY's construction of the Project. CITY's indemnification obligation applies regardless of the existence or degree of fault of the Indemnitee. Nothing in this provision shall be construed to require CITY to indemnify the Indemnitee(s) for the indemnitee's active negligence or willful misconduct. DISTRICT shall give CITY written notice of the occurrence of a claim, litigation or other matters for which DISTRICT seeks indemnity under this Section as promptly as practicable following DISTRICT's knowledge of the occurrence of such matter and DISTRICT shall reasonably cooperate with CITY in the defense of any such claim or matter and shall not take any action that would adversely affect CITY's defense of such.

Section 14. Miscellaneous.

(a) The Effective Date of this Agreement shall be the date on which the last of the Parties executes this Agreement.

(b) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each Party hereto.

(c) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(d) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(e) This Agreement and the exhibits attached hereto or incorporated as a part hereof, constitute the entire understanding and Agreement of the Parties.

(f) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation."

(g) As this Agreement was jointly prepared by both Parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either Party hereto.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles. The Parties agree that any action

brought by any Party to this Agreement shall be in the San Bernardino County Superior Court. If any action is brought by a third party, the Parties agree to use their best efforts to have such action heard in the San Bernardino County Superior Court.

(i) If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable under "Section 13. Indemnification."

(j) Each Party shall execute and deliver such other reasonable documents requested by the other party to consummate the transactions described herein.

Section 15. Board of Supervisors' Approval.

This Agreement is subject to, and shall have no force or effect until and unless first approved by the San Bernardino County Board of Supervisors.

Section 16. Victorville City Manager Approval.

This Agreement is subject to, and shall have no force or effect until and unless approved by the Victorville City Manager.

Section 17. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) three (3) days after having been sent by commercial overnight courier as evidenced by the written verification of receipt; or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

DISTRICT: Department of Public Works
825 East Third Street, Room 140
San Bernardino, CA, 92415-0835
Attn: David Drake

With a copy to: Real Estate Services
385 N. Arrowhead Avenue 3rd floor
San Bernardino, CA 92415-0180
Attn: Terry W. Thompson, Director of Real Estate Services

CITY: City of Victorville
14343 Civic Drive
Victorville, CA 92392
Attn: Keith C. Metzler

With a copy to: Green, de Bortnowsky, LLP
30077 Agoura Court, Suite 210
Agoura Hills, CA 91301
Attn: Andre de Bortnowsky, City Attorney

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates set forth beneath their signatures below.

San Bernardino County Flood Control District

City of Victorville

By: [Signature]
Curt Hagman,
Chairman, Board of Supervisors
Date: MAR 01 2022

By: [Signature]
Keith C. Metzler, City Manager
Date: March 29, 2022

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

ATTEST:

LYNNA MONELL, Clerk of the Board of
Supervisors

By: [Signature]
Jennifer Thompson,
City Clerk
City of Victorville

By: [Signature]
Deputy
Date: MAR 01 2022

Date: 3/29/2022

By: [Signature]
Brian Gengler, City Engineer

Approved as to Legal Form:

Date: 3-16-22

Tom Bunton, County Counsel
San Bernardino County, California

Approved as to Legal Form:
By: [Signature]
Andre De Bortnowsky, City Attorney
City of Victorville

By: [Signature]
Scott Runyan, Supervising Deputy County
Counsel
Date: 2/22/22

Date: 4/6/22

Approved as to Content:

By: [Signature]
Deputy City Manager
City of Victorville

Date: 3/18/2022

EXHIBIT "A"

Legal Description of Larger Parcel

(Portion of APN 0473-181-17)

That portion of Lot 6, Appleton Land, Water and Power Company, Subdivision No. 1, in the County of San Bernardino, State of California, as per plat recorded in Book 19 of Maps, page 79, records of said County, and described as Parcel 14 in Document 87-066857, recorded March 2, 1987, Official Records of said County, lying within and Westerly from the following described 140.00 foot wide strip of land being 70.00 feet on each side of the following described centerline:

Beginning at a point on the North line of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, according to Government Survey, that lies North $89^{\circ}01'01''$ East, 343.61 feet, along the North line of said Section 10, from the Northwest corner thereof, said Northwest corner is shown on County Surveyor's Map 10087-1, on file in the Office of the County Surveyor of San Bernardino County, said Northwest corner is marked by a three inch (3") brass cap monument;

Thence South $13^{\circ}16'28''$ East, 988.98 feet to the beginning of a tangent curve, concave Easterly and having a radius of 3000.00 feet;

Thence Southerly, along said curve, 897.94 feet, through a central angle of $17^{\circ}08'58''$;

Thence South $30^{\circ}25'26''$ East, 126.92 feet to the **Point of Termination** in the centerline of 6th Street (60.00 feet in width) said point lies North $42^{\circ}44'21''$ East, 217.37 feet along the centerline of said 6th Street from a two inch (2") pipe with brass disk, as shown on said County Surveyor's Map 10087-1, said iron pipe marks the intersection of the centerline of said 6th Street with the centerline of "E" Street, as shown on said County Surveyor's Map.

APN: 0473-181-17-0000

EXHIBIT "B"

Legal Description of Subject Property

That portion of that land situated in the City of Victorville, County of San Bernardino, State of California, conveyed to the San Bernardino County Flood Control District by Grant Deed recorded July 23, 2002 as Document Number 2002-0381488 in the Official Records of the County Recorder of said County, lying westerly of a line that is parallel with and 40.00 feet westerly of, as measured at a right angle from, the centerline of the 140.00 foot wide strip of land described in said Grant Deed, said centerline being described by said grant deed as follows (*replicated from record*):

That portion of Lot 6, Appleton Land, Water and Power Company, Subdivision No. 1, in the County of San Bernardino, State of California, as per plat recorded in Book 19 of Maps, page 79, records of said County, and described as Parcel 14 in Document 87-066857, recorded March 2, 1987, Official Records of said County, lying within and Westerly from the following described 140.00 foot wide strip of land being 70.00 feet on each side of the following described centerline:

Beginning at a point on the North line of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, according to Government Survey, that lies North 89°01'01" East, 343.61 feet, along the North line of said Section 10, from the Northwest corner thereof, said Northwest corner is shown on County Surveyor's Map 10087-1, on file in the Office of the County Surveyor of San Bernardino County, said Northwest corner is marked by a three inch (3") brass cap monument;

Thence South 13°16'28" East, 988.98 feet to the beginning of a tangent curve, concave Easterly and having a radius of 3000.00 feet;

Thence Southerly, along said curve, 897.94 feet, through a central angle of 17°08'58";

Thence South 30°25'26" East, 126.92 feet to the **Point of Termination** in the centerline of 6th Street (60.00 feet in width) said point lies North 42°44'21" East, 217.37 feet along the centerline of said 6th Street from a two inch (2") pipe with brass disk, as shown on said County Surveyor's Map 10087-1, said iron pipe marks the intersection of the centerline of said 6th Street with the centerline of "E" Street, as shown on said County Surveyor's Map. (end of description replication)

Said parallel line is to be prolonged or shortened as to terminate on the north and southwesterly line of said land described by said Grant Deed.

The area within the boundary of land conveyed by this instrument is 80,849 square feet more or less.

EXHIBIT "C"

Grant Deed

Recording Requested By:
City of Victorville
14343 Civic Dr
P.O. Box 5001
Victorville, California 92393-5001
ATTN: City Clerk

**When Recorded Mail Document
and Tax Statement To:**
Same as above

Record without fee subject to
Gov't Code 6103 and 27383

Project: Mojave River
System No.: 4.101
Parcel No.: 341
Dept. Code: 11600

GRANT DEED

D.P. No.: 4.100/150
APN: Ptn. of 0473-181-17
Date: October 26, 2021

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

☐ 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 _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic,
does hereby GRANT to the CITY OF VICTORVILLE, a California municipal corporation, the following
described real property in the County of San Bernardino, State of California:

See Exhibit "A", Legal Description, and Exhibit "B" Plat
attached hereto and made a part hereof

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

By: _____
Name: Curt Hagman
Title: Chairman of the Board of Supervisors
Date: _____