

SAN BERNARDINO COUNTY AND

CITY OF BARSTOW

ROAD MAINTENANCE COOPERATIVE AGREEMENT

This Road Maintenance Cooperative Agreement (“Agreement”) is entered into by and between the City of Barstow, a municipal corporation (“CITY”), and San Bernardino County (“COUNTY”). CITY and COUNTY may be referred to individually as “Party” and collectively as the “Parties.”

WHEREAS, COUNTY is the owner of all or a portion of the road (“COUNTY ROAD”) described on Exhibit A and Exhibit B, attached hereto and incorporated by reference; and

WHEREAS, COUNTY has determined that certain highway facilities and related appurtenances may need occasional maintenance, construction, repair, or emergency work; and

WHEREAS, Streets and Highways Code Section 1710 authorizes CITY AND COUNTY to agree that CITY shall construct, repair, and maintain COUNTY highways or portions thereof; and

WHEREAS, CITY and its residents use COUNTY ROAD as a major thoroughfare for several purposes, and thus COUNTY ROAD is critical for the efficient flow of traffic in the CITY; and

WHEREAS, CITY desires to construct, repair, and maintain COUNTY ROAD for the health, welfare, and safety of its residents pursuant to Streets & Highways Code Section 1710 et seq.; and

WHEREAS, COUNTY agrees that CITY may construct, repair, and maintain COUNTY ROAD as specifically authorized approved as described herein; and

WHEREAS, any such work shall be performed only after COUNTY’s review and approval of a written NOTICE TO PROCEED and shall be limited to the scope, schedule, location, and budget approved by COUNTY; and

WHEREAS, CONTRACT WORK will be performed by CITY staff and/or CITY contractors; and

WHEREAS, COUNTY programs, budgets, and prioritizes road project funding years in advance based on available funding sources, project needs, and applicable funding restrictions, and the Parties

acknowledge that any CONTRACT WORK exceeding seventy-five thousand dollars (\$75,000) per project may proceed only if COUNTY determines that unprogrammed funds or other available funding sources exist, or separate funding can be identified for such work without reprioritizing, reprogramming, deferring, or disrupting road projects that have already been prioritized, programmed, budgeted, or funded; and

NOW, THEREFORE, in consideration of the mutual benefits derived thereby, COUNTY and CITY hereby agree and declare the following:

1. Definitions and Scope of Work.

1.1. For purposes of this Agreement, “CONTRACT WORK” means maintenance, construction, repair, or emergency work on COUNTY ROAD, expressly identified and set forth in a written NOTICE TO PROCEED issued by COUNTY and accepted by CITY in accordance with this Agreement.

1.2. For purposes of this Agreement, “NOTICE TO PROCEED” or “NTP” means a written authorization issued by COUNTY to CITY that specifies the approved CONTRACT WORK, including the scope, location, schedule, COUNTY Standard Plans and Specs, and not-to-exceed budget. An NTP shall be signed by COUNTY’s authorized representative and shall constitute the sole authorization for CITY to perform CONTRACT WORK under this Agreement. No work shall commence, and no costs shall be incurred or reimbursable, unless and until an NTP has been issued by COUNTY. COUNTY may modify, suspend, or cancel an NTP in writing at any time. If COUNTY modifies, suspends, or cancels an NTP after CONTRACT WORK has commenced, COUNTY shall reimburse CITY for all costs incurred by CITY's contractors and subcontractors in performance of the CONTRACT WORK prior to CITY's receipt of written notice of such modification, suspension, or cancellation.

2. For CONTRACT WORK provided by CITY to COUNTY.

CITY AGREES TO:

2.1. Schedule the COUNTY requested CONTRACT WORK upon receipt of a written NOTICE TO PROCEED from the COUNTY and provide to COUNTY a schedule of anticipated working days to complete the CONTRACT WORK for COUNTY’s written concurrence. CITY, through its

authorized representative identified and in its sole discretion, shall decide whether to approve or disapprove an individual NOTICE TO PROCEED and provide specific services to COUNTY.

- 2.2. Utilize CITY's labor force and/or contractors in providing services under this Agreement.
- 2.3. Upon completion of each CONTRACT WORK assignment, submit to COUNTY an itemized accounting of CONTRACT WORK costs incurred by CITY and an invoice for such costs.
- 2.4. CITY shall require all contractors and vendors providing CONTRACT WORK to have appropriate and adequate insurance coverage for the mutual protection and benefit of the PARTIES.
- 2.5. Require CITY's contractors to comply with all applicable laws and regulations, including Labor Code Sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages.
- 2.6. Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CITY's designated checking or other bank account. CITY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.
- 2.7. When applicable, CITY shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.

COUNTY AGREES TO:

- 2.8. Provide CITY a written NOTICE TO PROCEED for any authorized work requested by COUNTY.
- 2.9. Provide a no-cost permit to CITY for its work within COUNTY's right-of-way.
- 2.10. After CITY completes each individual CONTRACT WORK assignment and submits an itemized accounting of actual CONTRACT WORK costs incurred by CITY along with an invoice, to reimburse CITY for CONTRACT WORK costs within sixty (60) calendar days after receipt of invoice.

- 2.11. Provide a qualified representative within forty-eight (48) hours of request by CITY who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the CONTRACT WORK with the CITY. For purposes of this provision, "issue" and "disputes" shall be interpreted broadly and shall include any matter the CITY, in its reasonable discretion, determines requires COUNTY input or coordination.
- 2.12. Comply with any applicable CEQA requirements as well as completing the required CEQA documents.
- 2.13. When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

3. Road Maintenance.

- 3.1. CITY shall advertise, award, administer, and initially fund the maintenance work in accordance with the provisions of the California Public Contract Code applicable to counties and require, as well as enforce, CITY's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq., that concern the payment of prevailing wages.
- 3.2. COUNTY and CITY agree to be jointly responsible for all costs of maintaining COUNTY ROAD so long as this Agreement is in effect. Any costs incurred by CITY in maintaining COUNTY ROAD shall be invoiced pursuant to Section 2 of this Agreement.
- 3.3. CONTRACT WORK shall not exceed seventy-five thousand dollars (\$75,000) per project and COUNTY shall reimburse CITY only for authorized and approved costs incurred by CITY in performing CONTRACT WORK, as requested by COUNTY and completed by CITY.
- 3.4. COUNTY and CITY may authorize CONTRACT WORK exceeding seventy-five thousand dollars (\$75,000) per project only by written agreement and only if COUNTY determines that unprogrammed funds or other available funding sources exist, or that separate funding can be identified for such work, without reprioritizing, reprogramming, deferring, or disrupting road projects that have already been prioritized, programmed, budgeted, committed, or funded.

4. **Bidding.** CITY is solely responsible for administering, controlling, and managing all bidding processes related to CITY's maintenance of COUNTY ROAD pursuant to Section 3.1 of this Agreement.
5. **Performance and Payment Bonds.** CITY shall require all contractors performing CONTRACT WORK to furnish performance and payment bonds in compliance with applicable California law, including but not limited to Public Contract Code sections 10220 et seq. and Civil Code section 9550 et seq., where required. Such bonds shall be in forms and amounts acceptable to COUNTY and shall name COUNTY as an obligee or co-obligee, as applicable.
6. **Responsibility for Unusual Wear or Damage.** COUNTY and CITY mutually agree that if either party causes or allows COUNTY ROAD to be used in a manner that results in unusual wear, damage, or interference with its reasonable use, that party shall be solely responsible for the costs and expenses of restoration and repair. This includes, by way of example, any unusual wear or damage caused by heavy equipment, construction traffic, semi-trucks, oversized vehicles, or unusually heavy vehicle loads associated with the City's upcoming rail-related Barstow International Gateway project.
7. **Effective Date.** This Agreement and declaration shall become effective at the date of the last signature below and shall terminate on August 31, 2031.
8. **Termination, Amendment, and Assignment.** This agreement may only be amended, or assigned by mutual written agreement of the parties that is approved in this same manner as this Agreement. This Agreement may be terminated by either party, with or without cause, upon providing the other party 30 calendar days advance written notice provided however, that neither Party may cancel this Agreement after CITY awards a contract to construct the CONTRACT WORK except as provided herein. In the event the awarded contractor fails to complete the CONTRACT WORK, completes only part of the work, or dissolves, (i) CITY shall pursue all available remedies against the contractor's faithful performance and completion bonds; (ii) COUNTY shall remain responsible for costs for any completed CONTRACT WORK. CITY's pursuit of bonding company remedies shall not relieve COUNTY of its obligation to pay for completed CONTRACT WORK elements. In the event of (i) cancellation or termination as provided in this Section 7; or (ii) modification, suspension, cancellation, or termination of an NTP per Section 1.2, all CONTRACT WORK costs required to be paid by the COUNTY prior to the effective date of cancellation shall be paid by the COUNTY.

9. Indemnification.

9.1. CITY and COUNTY agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, agents, subcontractors, volunteers, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other party or the other party's Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this Agreement ("Claim(s)"). Each party agrees to defend, indemnify, and hold harmless the other party and its Employees against any such Claim.

9.2. Employees of each party shall not be considered employees or joint employees of the other party for purposes of workers compensation, common law employment, or statutory employment obligations or benefits. Except where the allegations are of protected class harassment or discrimination, each party agrees to defend, indemnify, and hold harmless the other party and its Employees against any Claims brought by its own Employee against the other party or its Employees. Where a party or its Employee is named as a party to a Claim, the party agrees, on behalf of itself and its insurers, not to cross complain or otherwise seek indemnity or contribution against the other party or its Employees, except to the extent agreed to herein.

10. **Insurance.** The CITY is an authorized self-insured public entity for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of CITY's performance of this Agreement. CITY shall require all contractors and vendors working on COUNTY ROAD to have appropriate and adequate insurance coverage for the mutual protection and benefit of the parties. CITY shall require that all contractors and subcontractors performing CONTRACT WORK name COUNTY as additional insureds on all required liability insurance policies, including commercial general liability and automobile liability policies, for CONTRACT WORK. Such coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by COUNTY and shall be evidenced by endorsement in a form acceptable to COUNTY.

11. **Reservation of Rights for Other Public Works.** Nothing in this Agreement shall limit, restrict, or otherwise impair COUNTY's right, in its sole discretion, to plan, design, schedule, permit, construct, maintain, repair, or perform any other public works or improvements within or affecting COUNTY ROAD or surrounding areas. COUNTY shall not be required to obtain CITY's consent for such activities; however, if such other public works are reasonably expected to affect maintenance, construction, repair, or emergency work required under this Agreement, COUNTY shall provide written notice to CITY prior to commencing such work. COUNTY may, in its discretion, coordinate with CITY to minimize operational conflicts.
12. **Recitals Incorporated.** The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.
13. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and this Agreement be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. **Waiver.** The waiver by CITY of any breach by COUNTY hereunder, or the failure on the part of CITY to enforce any rights it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of CITY's power to enforce such rights.
15. **Sole Agreement.** This Agreement and the documents referenced herein constitute the sole agreement between CITY and COUNTY with respect to the COUNTY ROAD. The Parties hereby agree that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind both Parties thereto.
16. **Venue.** The terms of this Agreement shall be interpreted under the laws of the State of California and venue for any action arising out of this Agreement shall lie with the San Bernardino County Superior Court.
17. **Correspondence.** All notices hereunder shall be in writing and shall be sent by messenger, overnight air courier, or certified mail, postage prepaid, addressed to the parties as follows:

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Rochelle Clayton
City Manager
220 E Mountain View Street, Suite A
Barstow CA 92311

If to County:

Noel Castillo
San Bernardino County Public Works
825 East Third Street
San Bernardino, CA 92415
Telephone: 909-387-7910

With courtesy copy to:

Andrew L. Jared, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

18. **Execution:** This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

[Signatures on next page.]

IN WITNESS WHEREOF, this Agreement, has been fully executed on behalf of COUNTY and CITY by their duly authorized representatives.

SAN BERNARDINO COUNTY

CITY OF BARSTOW

(Print or type name of corporation, company, contractor, etc.)

Dawn Rowe, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

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

Name Rochelle Clayton
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title City Manager
(Print or Type)

By _____
Deputy

Dated: _____

Address 220 East Mountain View St. Suite A
Barstow, CA 92311

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
_____ Aaron Gest, Deputy County Counsel	_____ Andy Silao, P.E.	_____ Noel Castillo, Director
Date _____	Date _____	Date _____

EXHIBIT “A”

That portion of Main Street, Barstow, California, lying southeast of Barstow International Gateway Specific Plan boundary, to remain within the unincorporated territory of San Bernardino County, California and specifically excluded from the Barstow International Gateway Project Reorganization (detachment and annexation) defined in City Council Resolution 5276-2026 for LAFCO Action Area A. Said portion being between the centerline of Castle Court and the South line of the Northwest quarter of section 34, Township 9 North, Range 3 West, as shown on the reorganization map and legal description for LAFCO Action Area A are attached hereto as Exhibit B.

EXHIBIT “B”

**EXHIBIT "A" TO THE CITY OF BARSTOW RESOLUTION NO. 5276-2026 FOR
ACTION AREA A
LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT**

THOSE PORTIONS OF SECTIONS 13, 22, 23, 24, 25, 26, 27 AND 34, TOWNSHIP 9 NORTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, AND THAT PORTION OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING CITY OF BARSTOW BOUNDARY PER "ANNEXATION RESOLUTION NO. 3592-96" (LAFCO 2790) RECORDED FEBRUARY 8, 1996, AS INSTRUMENT NO. 19960045098 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 23;

COURSE 1: THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 24 NORTH 88°44'44" EAST 2637.71 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24;

COURSE 2: THENCE LEAVING SAID NORTHERLY LINE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 24 SOUTH 00°54'20" EAST 462.78 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY (200.00 FEET IN FULL WIDTH), AS SHOWN ON THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY MAP NO. 230-12300 RECORDED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY AS MAP NO. C.S. 3223;

COURSE 3: THENCE LEAVING SAID EASTERLY LINE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY WAY NORTH 60°34'14" EAST 979.92 FEET TO THE SOUTHERLY LINE OF SAID SECTION 13;

COURSE 4: THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID SOUTHERLY LINE NORTH 88°45'04" EAST 423.50 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY;

COURSE 5: THENCE LEAVING SAID SOUTHERLY LINE OF SECTION 13 ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 60°34'14" EAST 1545.19 FEET TO THE EASTERLY LINE OF SAID SECTION 13;

COURSE 6: THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE ALONG LAST SAID EASTERLY LINE SOUTH 00°33'48" EAST 730.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24;

COURSE 7: THENCE LEAVING LAST SAID EASTERLY LINE ALONG THE EASTERLY LINE OF SAID SECTION 24 SOUTH 00°41'53" EAST 2634.37 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19;

COURSE 8: THENCE LEAVING LAST SAID EASTERLY LINE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 NORTH 88°28'43" EAST 776.40 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 658.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19;

EXHIBIT "A"
LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT

COURSE 9: THENCE LEAVING LAST SAID NORTHERLY LINE ALONG SAID WESTERLY LINE SOUTH 00°40'13" EAST 1356.46 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19;

COURSE 10: THENCE LEAVING SAID WESTERLY LINE ALONG LAST SAID SOUTHERLY LINE NORTH 89°07'37" WEST 777.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19;

COURSE 11: THENCE LEAVING LAST SAID SOUTHERLY LINE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19 NORTH 00°37'59" WEST 331.15 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 3 OF PARCEL MAP NO. 11089 AS SHOWN ON THE MAP FILED IN BOOK 140 PAGES 79 AND 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

COURSE 12: THENCE LEAVING LAST SAID WESTERLY LINE ALONG LAST SAID NORTHERLY LINE AND ITS WESTERLY PROLONGATION SOUTH 88°23'24" WEST 1311.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 262.16 FEET, ALSO BEING THE CENTERLINE OF CASTLE COURT (50.00 FEET IN FULL WIDTH), AS SHOWN ON SAID PARCEL MAP NO. 11089;

COURSE 13: THENCE LEAVING SAID WESTERLY PROLONGATION ALONG SAID CENTERLINE OF CASTLE COURT NORTHERLY 193.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°20'57";

COURSE 14: THENCE CONTINUING ALONG SAID CENTERLINE OF CASTLE COURT NORTH 43°05'41" WEST 276.25 FEET TO THE CENTERLINE OF MAIN STREET;

COURSE 15: THENCE LEAVING SAID CENTERLINE OF CASTLE COURT ALONG SAID CENTERLINE OF MAIN STREET SOUTH 46°54'29" WEST 2509.31 FEET,

COURSE 16: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTH 49°24'55" WEST 7539.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2000.00 FEET,

COURSE 17: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTHWESTERLY 602.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°15'00",

COURSE 18: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTH 66°39'55" WEST 1447.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2000.00 FEET,

COURSE 19: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTHWESTERLY 457.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'08",

COURSE 20: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTH 53°32'47" WEST 705.39 FEET,

EXHIBIT "A"
LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT

COURSE 21: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTH 53°35'34" WEST 1600.00 FEET,

COURSE 22: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTH 50°06'22" WEST 1272.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1500.00 FEET, AND

COURSE 23: THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET SOUTHWESTERLY 341.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'01" TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34;

COURSE 24: THENCE LEAVING SAID CENTERLINE OF MAIN STREET ALONG LAST SAID SOUTHERLY LINE SOUTH 89°16'55" WEST 1514.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34;

COURSE 25: THENCE LEAVING LAST SAID SOUTHERLY LINE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 34 NORTH 01°23'15" EAST 2649.82 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 27;

COURSE 26: THENCE ALONG THE WESTERLY LINE OF SAID SECTION 27 NORTH 00°08'39" WEST 2642.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

COURSE 27: THENCE CONTINUING ALONG SAID WESTERLY LINE OF SAID SECTION 27 NORTH 00°09'15" WEST 1320.87 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

COURSE 28: THENCE LEAVING LAST SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 NORTH 89°10'07" EAST 1330.69 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

COURSE 29: THENCE LEAVING LAST SAID NORTHERLY LINE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 NORTH 00°03'21" WEST 1320.73 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

COURSE 30: THENCE LEAVING LAST SAID WESTERLY LINE ALONG THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22 NORTH 00°06'18" WEST 2628.41 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

COURSE 31: THENCE LEAVING LAST SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF SAID EAST HALF AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 NORTH 89°00'44" EAST 1993.84 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE

EXHIBIT "A"
LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT

NORTHEAST QUARTER OF SAID SECTION 22;

COURSE 32: THENCE LEAVING LAST SAID NORTHERLY LINE ALONG THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 NORTH 00°22'20" WEST 1318.87 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22;

COURSE 33: THENCE LEAVING LAST SAID WESTERLY LINE ALONG LAST SAID NORTHERLY LINE NORTH 88°53'20" EAST 1990.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

COURSE 34: THENCE LEAVING LAST SAID NORTHERLY LINE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23 NORTH 89°21'56" EAST 1316.80 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

COURSE 35: THENCE LEAVING LAST SAID NORTHERLY LINE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23 NORTH 00°31'52" WEST 1324.84 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23;

COURSE 36: THENCE LEAVING LAST SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF SAID SECTION 23 NORTH 89°17'22" EAST 1322.66 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

COURSE 37: THENCE CONTINUING ALONG LAST SAID NORTHERLY LINE NORTH 89°18'29" EAST 2646.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2686.501 ACRES, MORE OR LESS.

SUBJECT TO ALL EXISTING CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATION, RIGHTS AND RIGHTS OF WAY OF RECORD IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, BY THIS REFERENCE.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Jeffrey J. Lenherr

JEFFREY J. LENHERR
P.L.S. 9305

4/23/2026
DATE



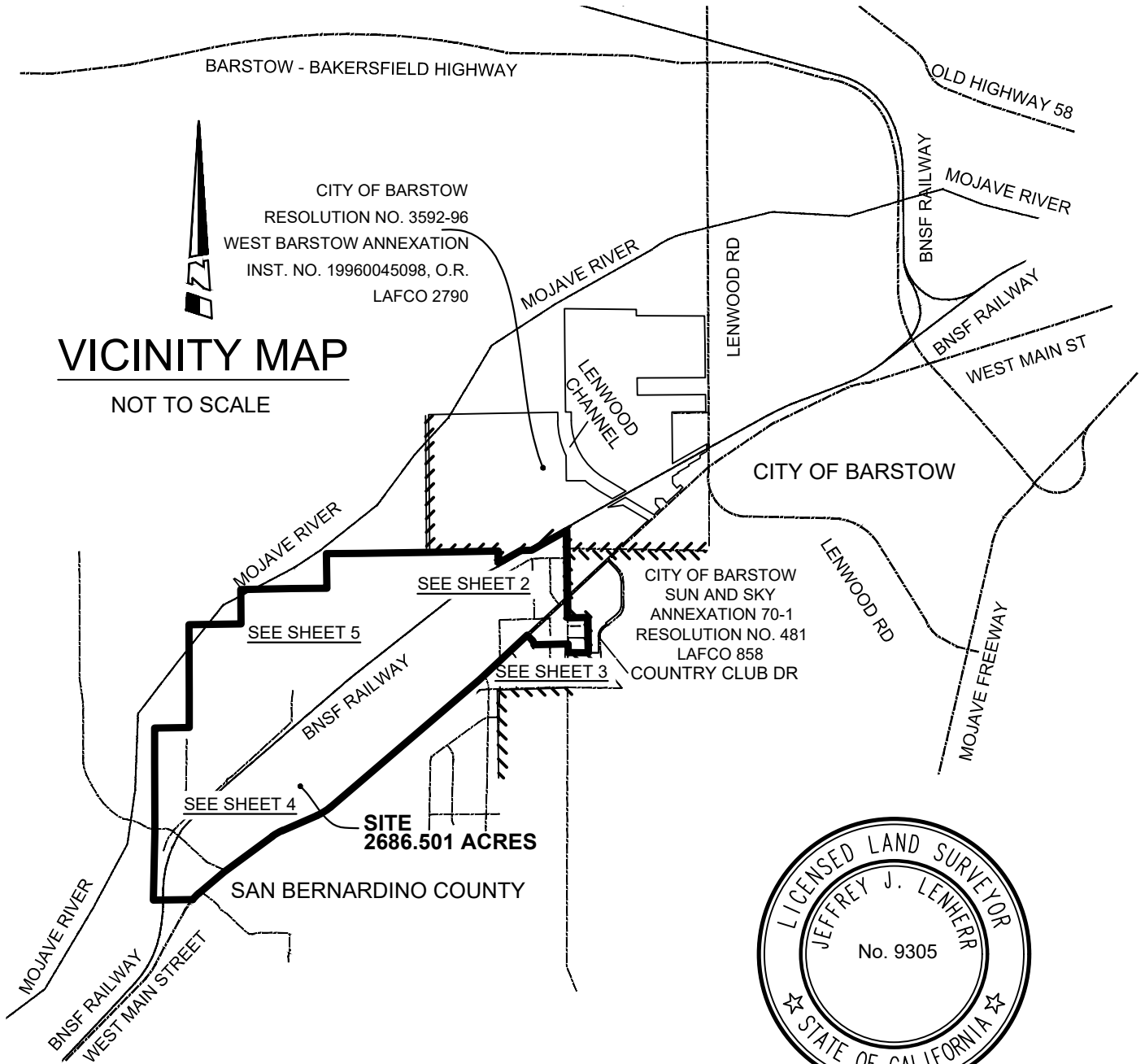
EXHIBIT "A-1"

LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT

CITY OF BARSTOW
RESOLUTION NO. 3592-96
WEST BARSTOW ANNEXATION
INST. NO. 19960045098, O.R.
LAFCO 2790

VICINITY MAP

NOT TO SCALE



LEGEND:

- EXISTING CITY BOUNDARY
- REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT (2686.501 ACRES)

PREPARED UNDER MY DIRECTION

Jeffrey J. Lenherr

JEFFREY J. LENHERR P.L.S. 9305

DATE: 4/23/2026

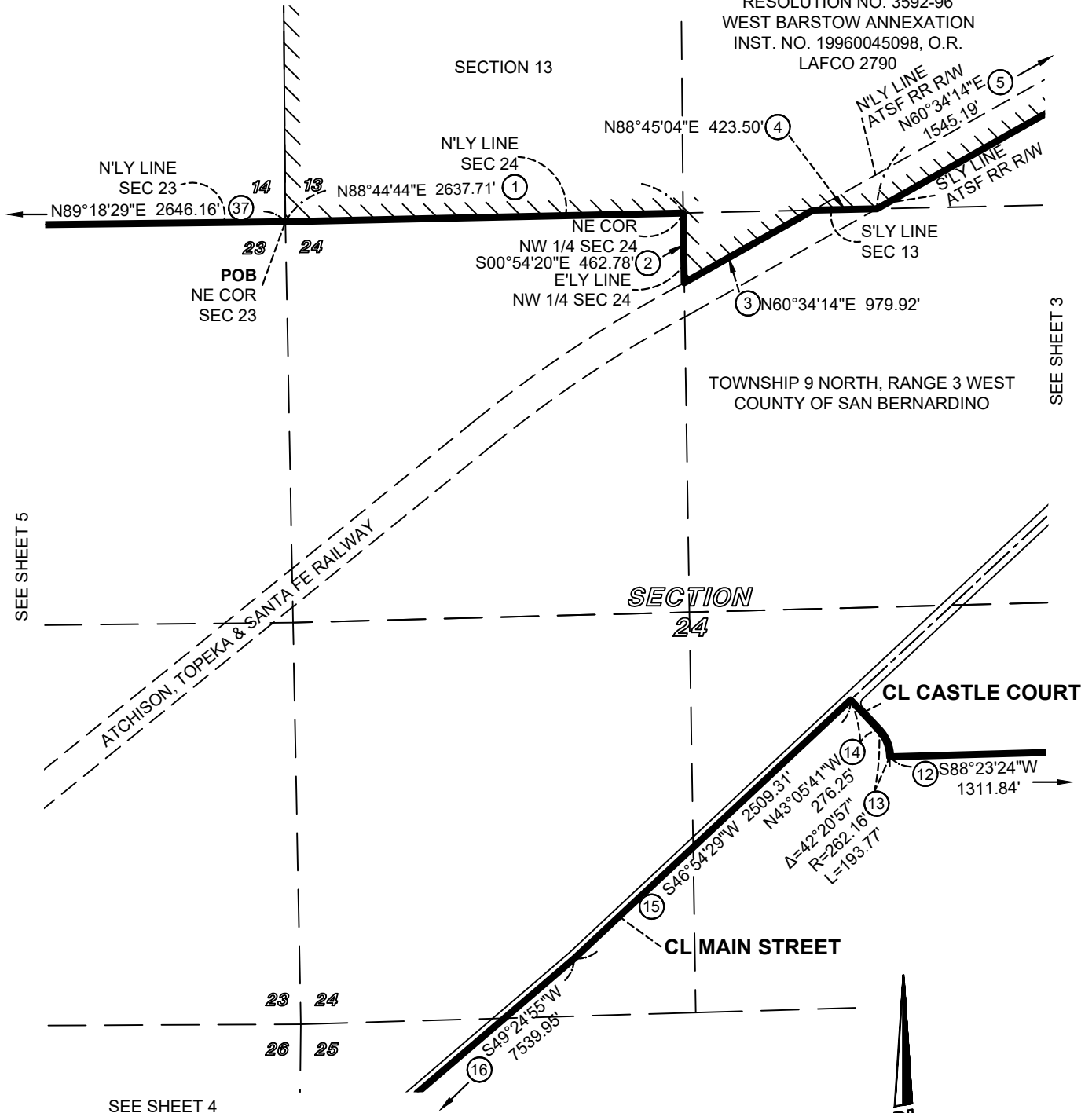
Kimley»Horn

1100 TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92868
PHONE: 714-939-1031
WWW.KIMLEY-HORN.COM

EXHIBIT "A-1"

LAFCO _____
REORGANIZATION TO INCLUDE ANNEXATION TO
CITY OF BARSTOW AND ODESSA WATER DISTRICT

CITY OF BARSTOW
RESOLUTION NO. 3592-96
WEST BARSTOW ANNEXATION
INST. NO. 19960045098, O.R.
LAFCO 2790



LEGEND:

- EXISTING CITY BOUNDARY
- REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT (2686.501 ACRES)

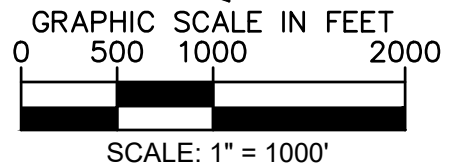
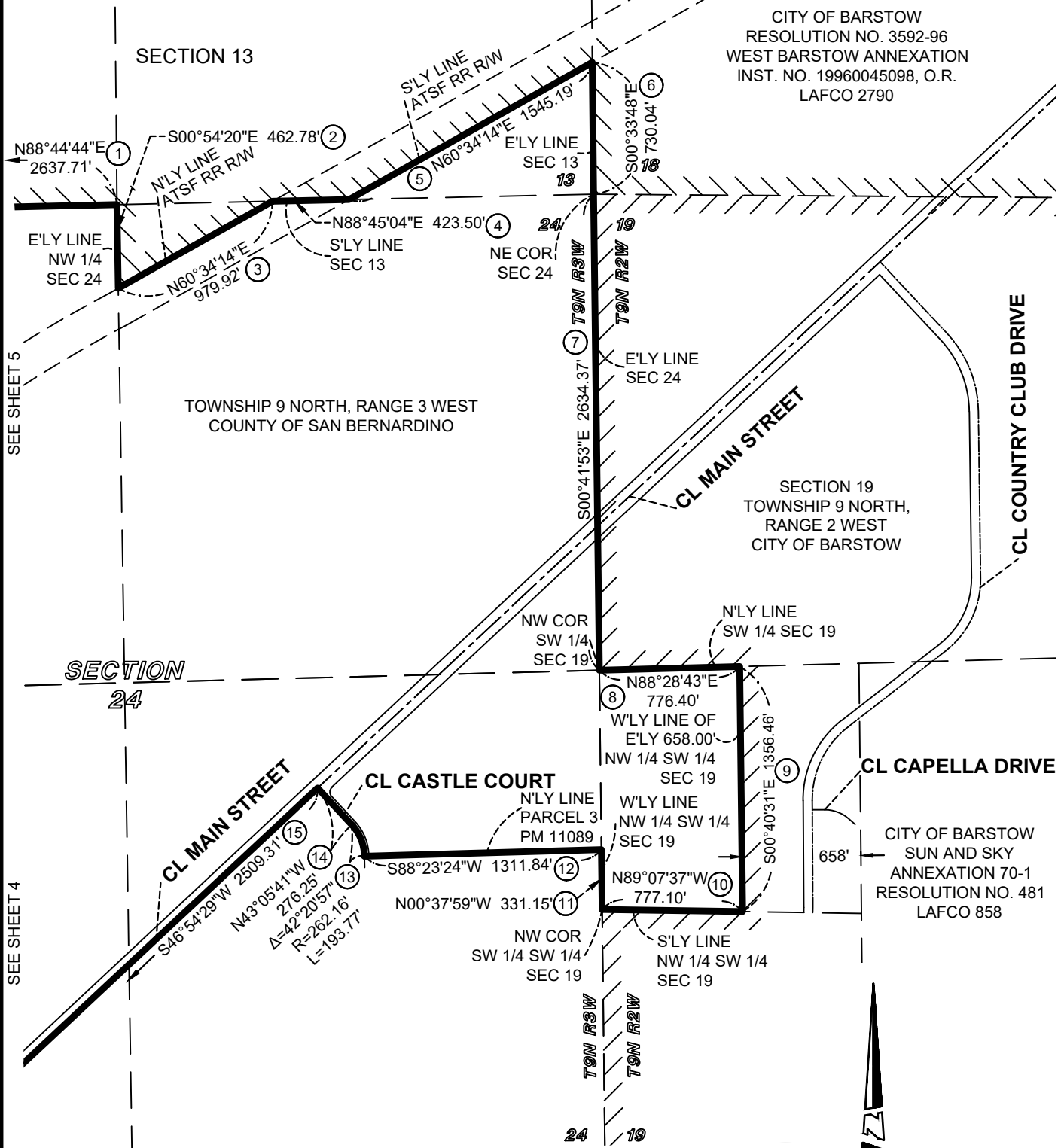


EXHIBIT "A-1"

LAFCO REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT

CITY OF BARSTOW
RESOLUTION NO. 3592-96
WEST BARSTOW ANNEXATION
INST. NO. 19960045098, O.R.
LAFCO 2790



LEGEND:

- EXISTING CITY BOUNDARY
- REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT (2686.501 ACRES)

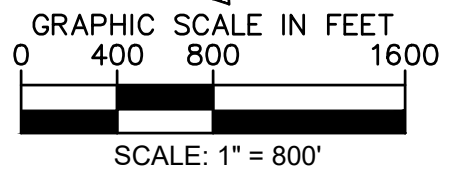
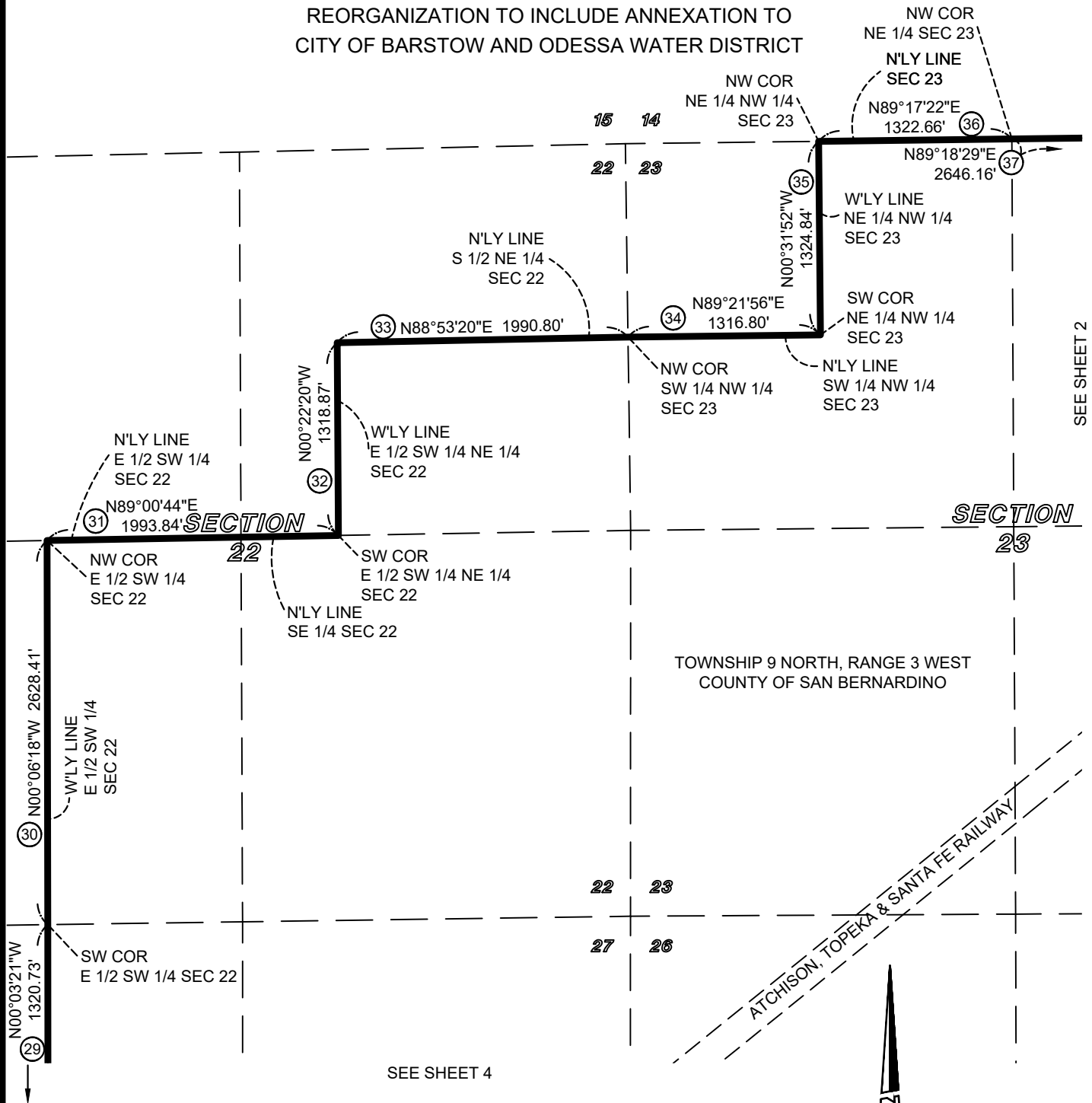


EXHIBIT "A-1"

LAFCO REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT



LEGEND:

- EXISTING CITY BOUNDARY
- REORGANIZATION TO INCLUDE ANNEXATION TO CITY OF BARSTOW AND ODESSA WATER DISTRICT (2686.501 ACRES)

