

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number

24-1096

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino County
Contractor Representative	Karen Damavandi
Telephone Number	(909) 665-0430
Contract Term	N/A
Original Contract Amount	\$7,007
Amendment Amount	N/A
Total Contract Amount	\$7,007
Cost Center	6650002034
GRC/PROJ/JOB No.	52002419
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Acquisition Agreement between San Bernardino County Flood Control District (Seller) and San Bernardino County (Buyer) for the sale and conveyance to the Buyer of 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, located in the Town of Apple Valley for the Rock Springs Road Bridge over Mojave River Project and for the payment by Buyer to Seller of \$7,007.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Scott Runyan, Principal Assistant County Counsel

Date

11/15/24

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶ 
Brandon Ocasio, Real Property Manager, RESD

Date 11/15/24

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
AMOUNT ESTABLISHED AS TOTAL JUST COMPENSATION:	=	\$7,007.00

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.

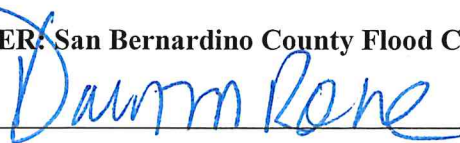
17. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed 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, 3rd Floor
San Bernardino, CA 92415-0180
Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov

SELLER: San Bernardino County Flood Control District

By: _____



NOV 19 2024

Date

BUYER: San Bernardino County

By: _____



NOV 19 2024

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.

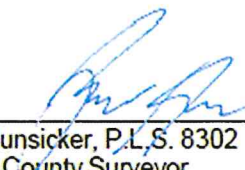
T4N, R3W, SEC 30 S.B.M.
Rock Springs Road
Right-of-Way Acquisition
H15087 - E-2
APN 0433-014-04

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:


Ryan Hunsicker, P.L.S. 8302
Deputy County Surveyor

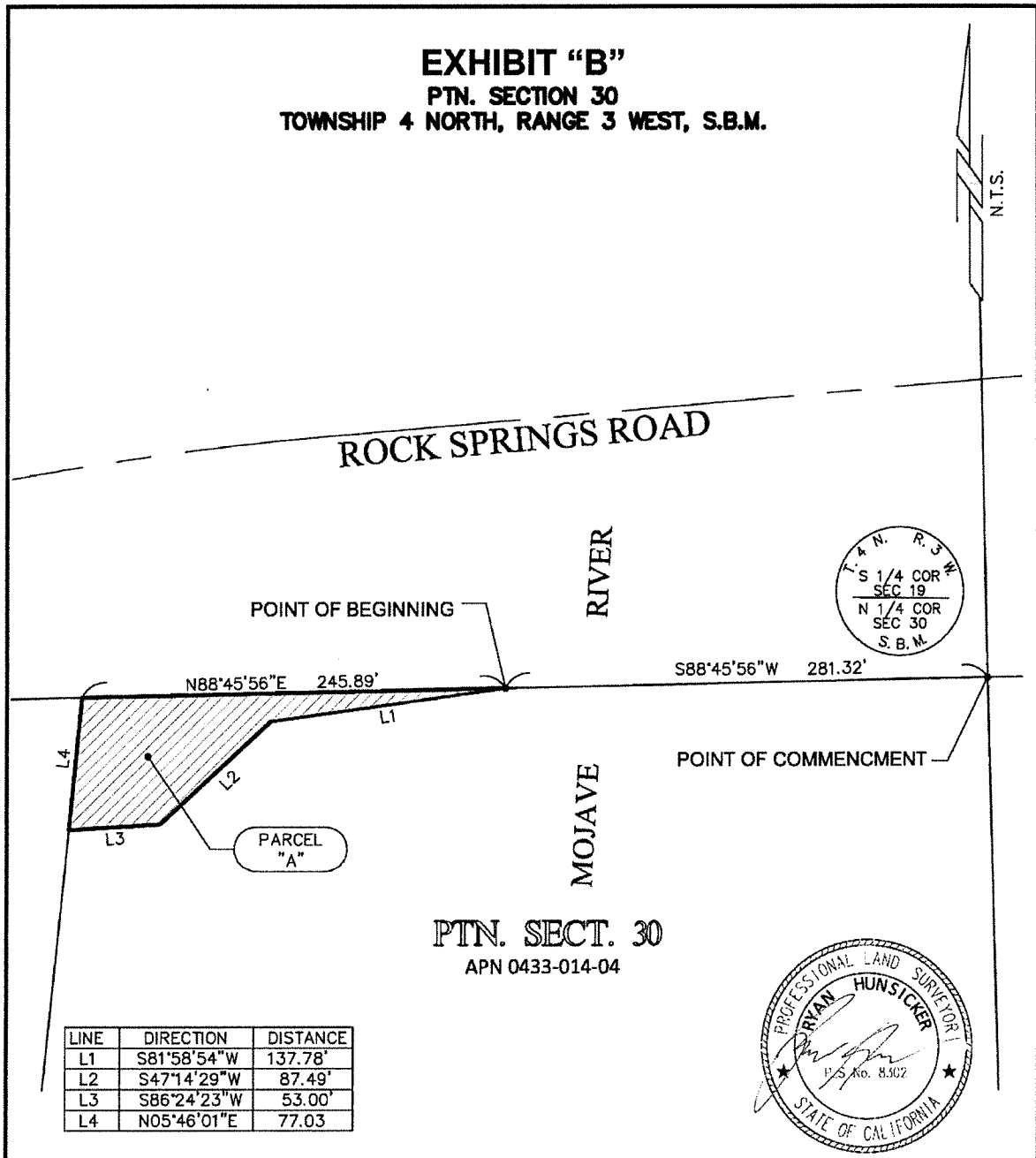
09/09/2023

Dated




Job No. H15087
Prepared by: GEG

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



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;

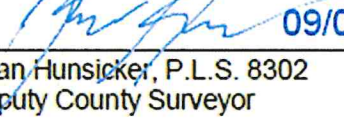
T4N, R3W, SEC 30 S.B.M.
Rock Springs Road
Right-of-Way Acquisition
H15087 - TCE-2
APN 0433-014-04

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.

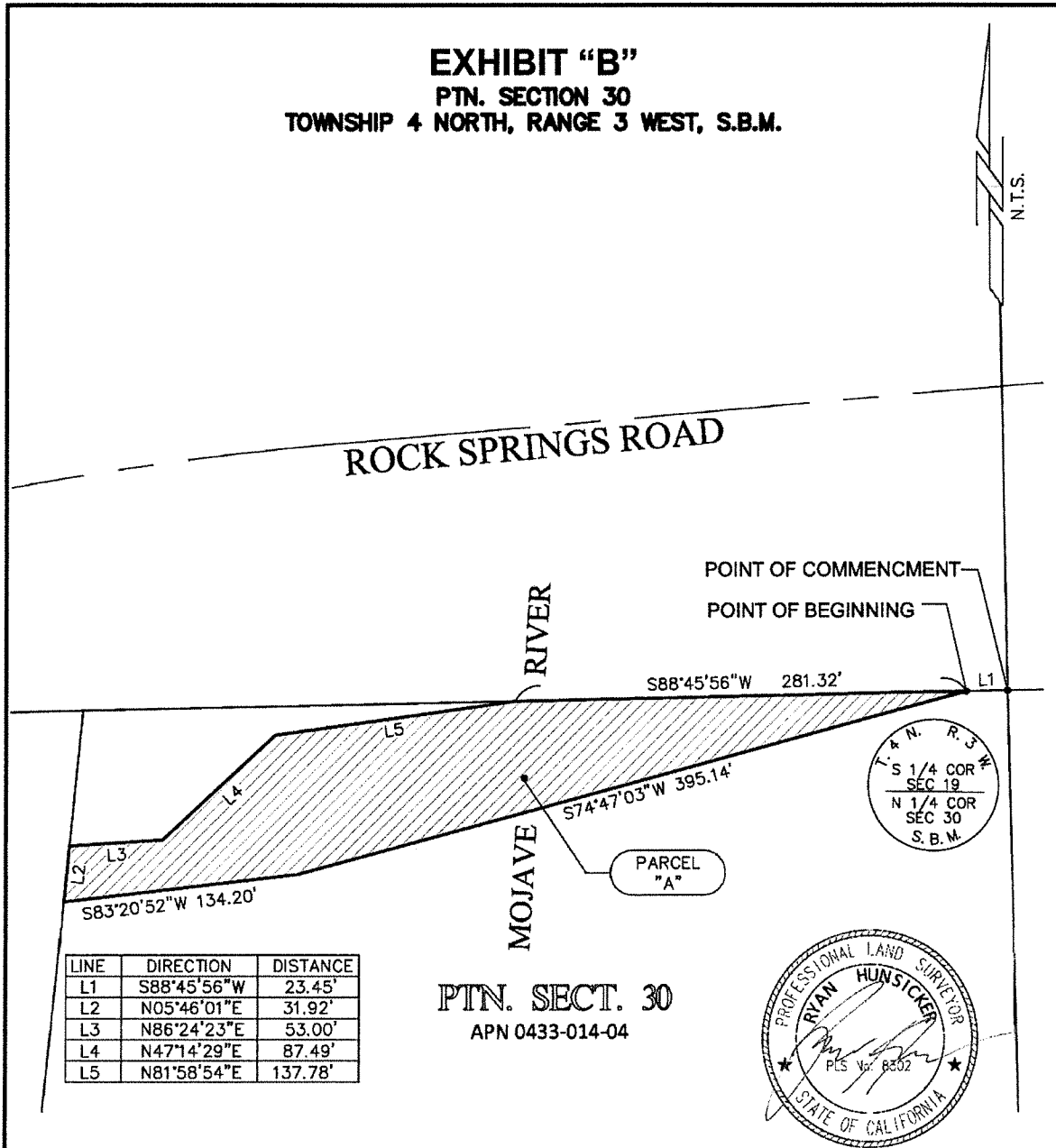
This legal description was prepared by me or under my direction.

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.



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;

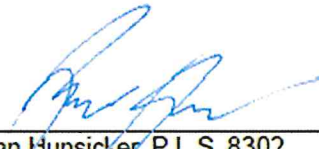
thence South 77° 45' 07" West, a distance of 111.60 feet, to the POINT OF BEGINNING.

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:


Ryan Hunsicker, P.L.S. 8302
Deputy County Surveyor

9/13/2023

Dated



Job No. H15087
Prepared by: GEG

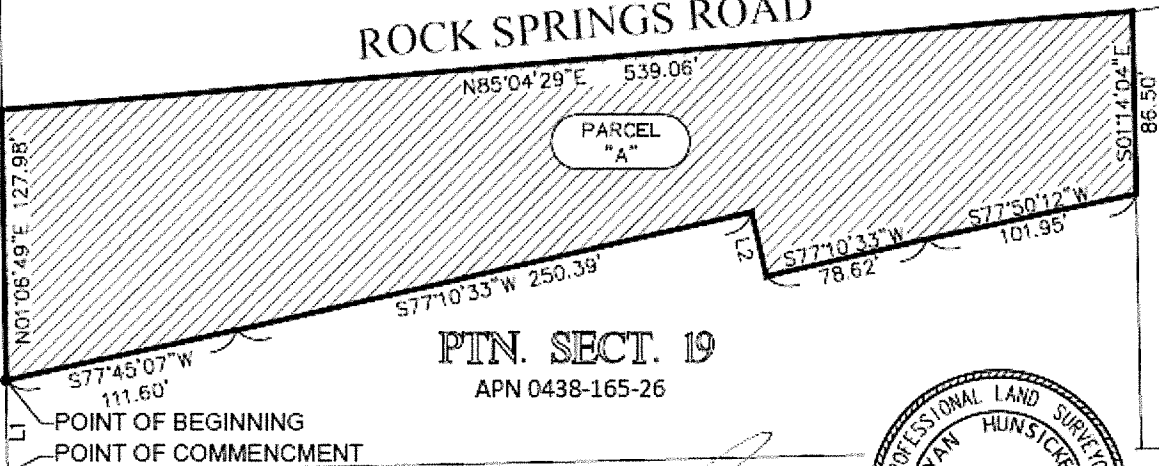
EXHIBIT "B"

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



CL ATCHISON, TOPEKA AND SANTA FE RAILROAD

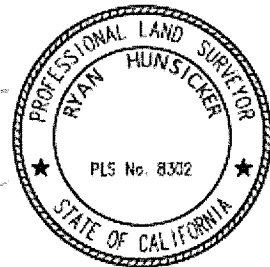
ROCK SPRINGS ROAD




PTN. SECT. 19
APN 0438-165-26



LINE	DIRECTION	DISTANCE
L1	N01°06'49"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.

W.O. No.	Parcel No.	Owner
H15087	E-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

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.

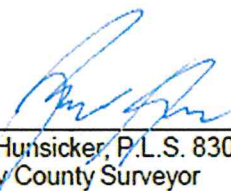
T4N, R3W, SEC 30 S.B.M.
Rock Springs Road
Right-of-Way Acquisition
H15087 - TCE-3
APN 0438-165-26

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: _____


Ryan Hunsicker, P.L.S. 8302
Deputy County Surveyor

09/09/2023

Dated



Job No. H15087

Prepared by: GEG

EXHIBIT "B"

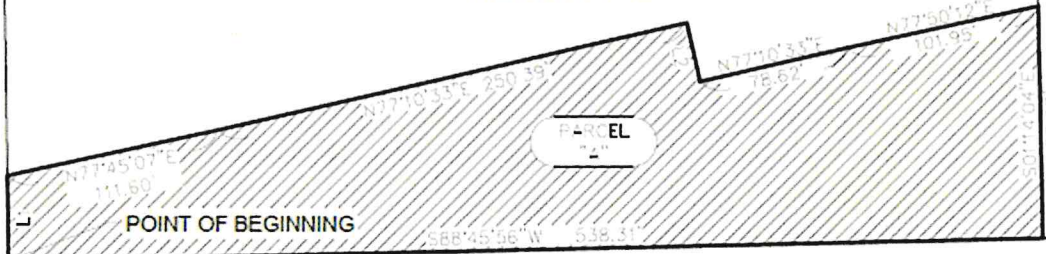
PTN. SECTION 19
TOWNSHIP 4 NORTH, RANGE 3 WEST, S.B.M.

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	44.60'
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

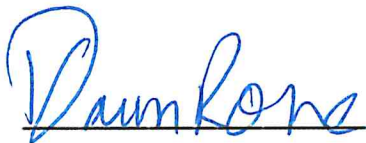
- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☒ Unincorporated Area ☐ City of _____

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



NOV 19 2024

Name: Dawn Rowe

Date

Name:

Date

Title:

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.: H15807

Parcel No. (s): Parcel E-2

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

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

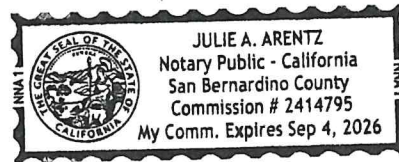
COUNTY OF San Bernardino

On November 19, 2024 before me, Julie A. Arentz, Notary Public, personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Arentz



(Seal)

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

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

**TEMPORARY
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

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

Title: Chair, Board of Supervisors

NOV 19 2024

Date

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

ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

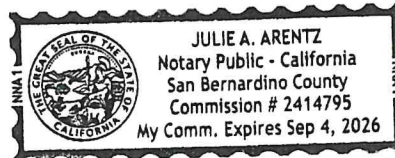
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I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Julie A. Arentz



(Seal)

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

Dawn Rowe NOV 19 2024

Name: Dawn Rowe
Title: Chair, Board of Supervisors

Date

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: 19Geo Index: 4154 Sect.: 19 Quad.: 4Road Name(s): Rock Springs RoadProject: Rock Springs Road Bridge Over
the Mojave RiverWork Order No.: H15807Parcel No. (s): Parcel E-3A.P.N. (s): 0438-165-26 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)

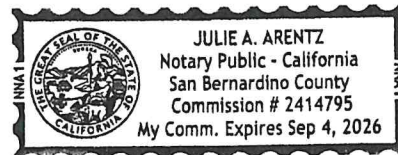
COUNTY OF San Bernardino

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WITNESS my hand and official seal.

Signature Julie A. Arentz



(Seal)

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	TEMPORARY CONSTRUCTION EASEMENT	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

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

Dawn Rowe

NOV 19 2024

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: 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.: H15087
Parcel No. (s): TCE-3
A.P.N. (s): 0438-165-26 (ptn)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name Street Address City & State

ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

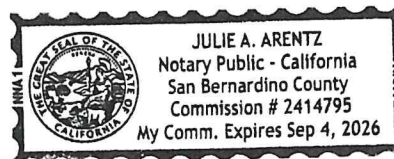
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WITNESS my hand and official seal.

Signature

Julie A. Arentz



(Seal)