

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

San Bernardino County
Depart. of Public Works, County Surveyor
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

UNINCORPORATED AREA	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0558-151-15 (ptn)		Dept. Code: 11700 (Transportation)

Cadiz, Inc, a Delaware Corporation.,

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 commence on May 1, 2025, and shall terminate on the earlier of grantee's completion, as determined by grantee, of its project known as National Trails Highway - Larissa Ditch Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final 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.

Cadiz, Inc., a Delaware Corporation.,

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: 6N Range: 13E Section: 33

Road Name(s): National Trail Highway
Project: Larissa Ditch Bridge Project
Work Order No.: H14916
Parcel No. (s): TCE - 2
A.P.N. (s): 0558-151-15 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ATTACHMENT "3"
CAMPAIGN CONTRIBUTION DISCLOSURE

SENATE BILL 1439

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Grantee's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Grantee in a proceeding on the matter; or (c) communicates with Grantee employees, for the purpose of influencing the Grantee's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Grantee's Board or Grantee employees for purposes of influencing the Grantee's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee's Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

GRANTOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Grantor:

Cadiz Inc

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

Susan Kennedy

4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Cadiz Real Estate LLC	Subsidiary

6. Name of agent(s) of Grantor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Grantor certifies that the statements made herein are true and correct. Grantor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable

NOT FOR BID

STATEMENT OF JUST COMPENSATION

OWNER: Cadiz Inc, a Delaware corporation

APN: 0558-151-15 (portion)

ZONING: RC – Resource Conservation

HIGHEST AND BEST USE: (As if vacant) hold for residential development / (As improved) not applicable

DATE OF VALUATION:

In compliance with Chapter 16, Section 7260 (et seq) of Division 7, Title 1 of Government Code and based on a recent waiver valuation, which is a permitted administrative valuation process for low-value/non-complex acquisitions, qualified San Bernardino County (County) personnel, following an inspection of the easement area, has determined that just compensation for the temporary construction easement interest and rights to be granted to the County has the following fair market value:

Temporary Construction Easement: \$500

AMOUNT ESTABLISHED AS JUST COMPENSATION **\$500**

Type of property being acquired:

Land (X) Improvements () Fixtures ()

Interest being acquired by:

Fee () Easement () Temporary Construction Easement (X)

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement for which the easement interest is to be acquired or by the likelihood that the temporary construction easement interest would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

NOTE: Your signature below does not indicate acceptance of this offer, but only the receipt of this Statement of Just Compensation.

GRANTOR: Cadiz Inc

By: _____



ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001 ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this Agreement.

RECITALS

- A. Grantor is the fee owner of certain real property described as vacant land on National Trails Hwy, Amboy, CA 92304, County of San Bernardino, commonly identified as APN 0655-232-01 ("Grantor's Property").
- B. Grantee intends to complete a public project known as the National Trails Highway at 10 Bridges Project ("Project"), which generally consists of replacing certain bridge(s).
- C. To complete the Project, Grantee seeks to acquire, and Grantor is willing to grant and convey to the Grantee two temporary construction easements ("TCEs") over a portion of the Grantor's Property ("TCE Area") as each area is legally described and depicted in the plat map on Attachment "1," attached hereto (collectively, the "TCE Area").

	Type of Acquisition	Size of Acquisition
TCE-3	Temporary Construction Easement	21,803 sf
TCE-4	Temporary Construction Easement	20,578 sf
	Total sf:	42,381sf

- D. 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.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to execute two TCEs in substantially the form attached as Attachment "2," attached hereto, to grant two TCEs in, on, over, under, and across the TCE Area to Grantee for use by Grantee and its employees, agents, contractors and consultants, and assigns simultaneous with its execution of this Agreement for a period to commence on May 1, 2025 and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027.

2. GRANTEE agrees to pay GRANTOR for said two TCEs and rights thereto the total sum of **\$500.00 (FIVE HUNDRED AND NO 00/100THS DOLLARS)** ("Just Compensation"), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: i) Grantor's execution of the Agreement and the TCEs, and ii) approval of the acquisition and form of TCE by the GRANTEE's Board of Supervisors and execution of the Agreement by the GRANTEE's authorized signatory. In the event GRANTEE does not complete construction of the Project during the initial term of the TCEs, the parties may amend this Agreement by mutual written agreement to provide for GRANTOR's grant of two new TCEs for an extended term.

3. Amount Established as Just Compensation ("Compensation")

Value of two-year Temporary Construction Easement (42,381 sq. ft.) = \$500.00

Subtotal = \$500.00

AMOUNT ESTABLISHED AS JUST COMPENSATION: = \$500.00

4. GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the TCE Area held by any tenant of GRANTOR for a period exceeding one month.

5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the two TCEs and the rights therein, all encumbrances and special assessments that are a lien against the TCE Area, as GRANTEE may require.

6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the TCE Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the Compensation hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the TCE Area areas as their respective interests may appear; and GRANTOR agrees that the said Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the TCEs and the right to use the TCE Area.

7. Reserved.

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

9. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Grantor's PROPERTY, there have been no disposals, releases, or threatened releases of hazardous substances or hazardous wastes on, from, or under the Grantor's PROPERTY. GRANTOR further represents

and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Grantor's PROPERTY which may have occurred prior to GRANTOR taking title to the Grantor's PROPERTY.

The Just Compensation of the TCEs acquired in this transaction reflects the fair market value of the TCE Area without the presence of a hazardous substance condition. If the TCE Area being acquired is found to be contaminated by the presence of a hazardous substance condition which requires remediation, mitigation, or cleanup under Federal or State law, GRANTEE may elect to recover its remediation, mitigation, and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE, but only to the extent necessary (GRANTOR 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 GRANTOR, who may have caused or contributed to such contamination.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the TCE Area by GRANTEE or its employees, agents, contractors and consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence on the commencement date stated in the TCEs, provided that the amount of funds as specified in paragraph 2 are paid to the grantor(s). 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. 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 TCE Area for the period commencing on July 1, 2025 and terminating on the earlier of the Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to GRANTOR.

11. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the GRANTOR.

12. 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 GRANTOR: Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees for the Dalnay
Family Trust dated November 13, 2001
12022 Mc Girk Ave
El Monte, CA 91732

To GRANTEE:

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

13. **POLITICAL CONTRIBUTIONS:** GRANTOR has disclosed to the GRANTEE using Attachment "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of (1) the date of the submission of GRANTOR's proposal to the GRANTEE, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.


14. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE, has made any representation or promise with respect to the acquisition of the TCEs or this Agreement not expressly contained herein.

15. The acquisition of the TCEs is subject to approval by the GRANTEE's Board of Supervisors and shall require prior to the execution of this Agreement by the Grantee's authorized signatory. Until such time, that said approval has been obtained and the Agreement has been signed by the GRANTEE's authorized signature, this Agreement and the TCE shall have no legal effect.

GRANTOR(s): Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees for the Dalnay Family Trust dated November 13, 2001

By:  _____


Apolonio L. Dalnay, Co-Trustee

 10-11-24

Date

By:  _____

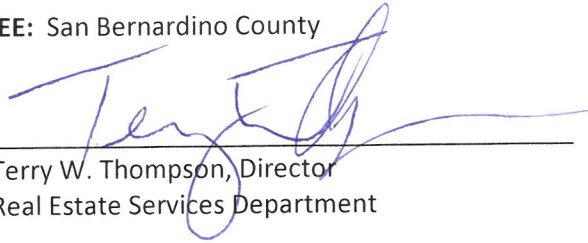
Maria B. Dalnay, Co-Trustee

 10-11-24

Date

GRANTEE: San Bernardino County

By:


Terry W. Thompson, Director
Real Estate Services Department

11/1/2024
Date

NOT FOR BID

ATTACHMENT "1"

Legal Description and Plat Map for TCE #3 and TCE #4

(see following pages)

NOT FOR BID

T7N, R16E, SEC 16 S.B.M.
National Trails Highway @ Adena Ditch
Right-of-Way Acquisition
H14853 - TCE-3
APN 0655-232-01

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

That portion of a parcel, said parcel described as:

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 16 EAST,
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF
CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTHERLY AND WESTERLY OF
STATE HIGHWAY U.S. 66.

Said portion described as follows:

Parcel "A" (National Trails Highway)

Commencing at the southwesterly corner of said parcel, said point also being a point on
the southerly right-of-way line of National Trails State Highway 66, as shown on State
Highway Map adopted by the California State Commission on February 20, 1930, said
point also being the **POINT OF COMMENCEMENT**;

thence along said right-of-way North 47° 46' 31" East, a distance of 81.48 feet to a
point, said point also being the **POINT OF BEGINNING**;

Thence continuing along said right-of-way North 47° 46' 31" East, a distance of 411.57
feet;

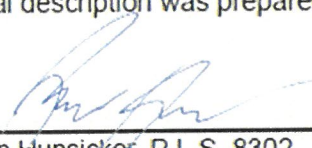
Thence continuing southeasterly along said right-of-way South 42° 13' 29" East, a
distance of 105.95 feet;

Thence leaving said right-of-way South 62° 12' 40" West, a distance of 424.99 feet to
the **POINT OF BEGINNING**.

Described portion of land contains 21,803 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.

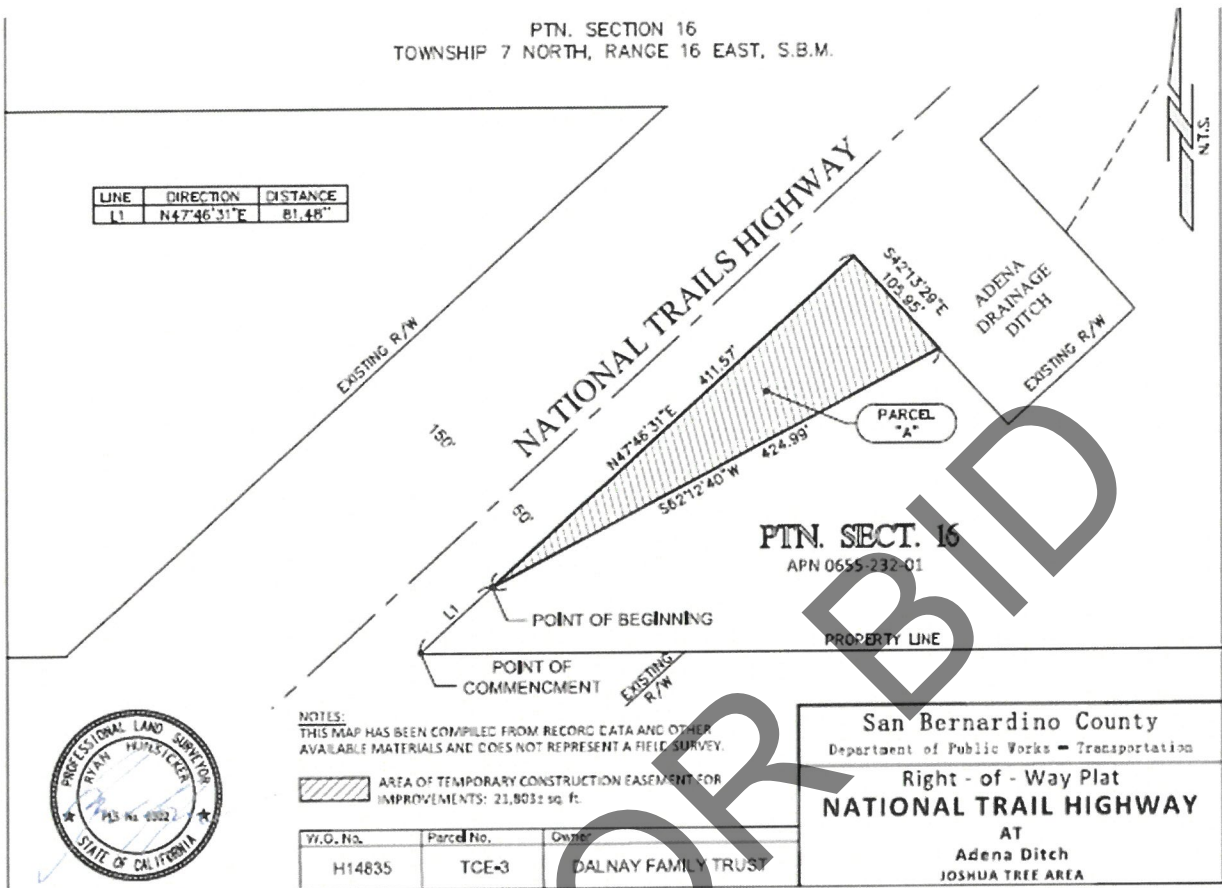
By:  6/16/2023
Ryan Hunsicker, P.L.S. 8302 Dated
Deputy County Surveyor



Job No. H14853
Prepared by: GEG

PTN. SECTION 16
TOWNSHIP 7 NORTH, RANGE 16 EAST, S.B.M.

LINE	DIRECTION	DISTANCE
L1	N47°46'31"E	81.48"



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
IMPROVEMENTS: 21,803± sq. ft.

W.O. No.	Parcel No.	Owner
H14835	TCE-3	DALNAY FAMILY TRUST

San Bernardino County
Department of Public Works - Transportation

Right - of - Way Plat
NATIONAL TRAIL HIGHWAY
AT
Adena Ditch
JOSHUA TREE AREA



T7N, R16E, SEC 16 S.B.M.
National Trails Highway @ Adena Ditch
Right-of-Way Acquisition
H14853 - TCE-4
APN 0655-232-01

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

That portion of a parcel, said parcel described as:

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 16 EAST,
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF
CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTHERLY AND WESTERLY OF
STATE HIGHWAY U.S. 66.

Said portion described as follows:

Parcel "A" (National Trails Highway)

Commencing at the northwesterly corner of said parcel, said point also being a point on
the southerly right-of-way line of National Trails State Highway 66, as shown on State
Highway Map adopted by the California State Commission on February 20, 1930, said
point also being the **POINT OF COMMENCEMENT**;

Thence continuing along said right-of-way South 47° 46' 31" West, a distance of 865.98
feet to a point, said point also being the **POINT OF BEGINNING**;

Thence leaving said right-of-way South 32° 31' 11" West, a distance of 402.65 feet to a
point on said right-of-way, said point also being a northeasterly line of the Adena
Drainage Ditch;

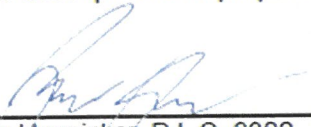
Thence continuing northwesterly along said right-of-way North 42° 13' 29" West, a
distance of 105.95 feet;

Thence North 47° 46' 31" West, a distance of 388.46 feet to the **POINT OF
BEGINNING**.

Described portion of land contains 20,578 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.

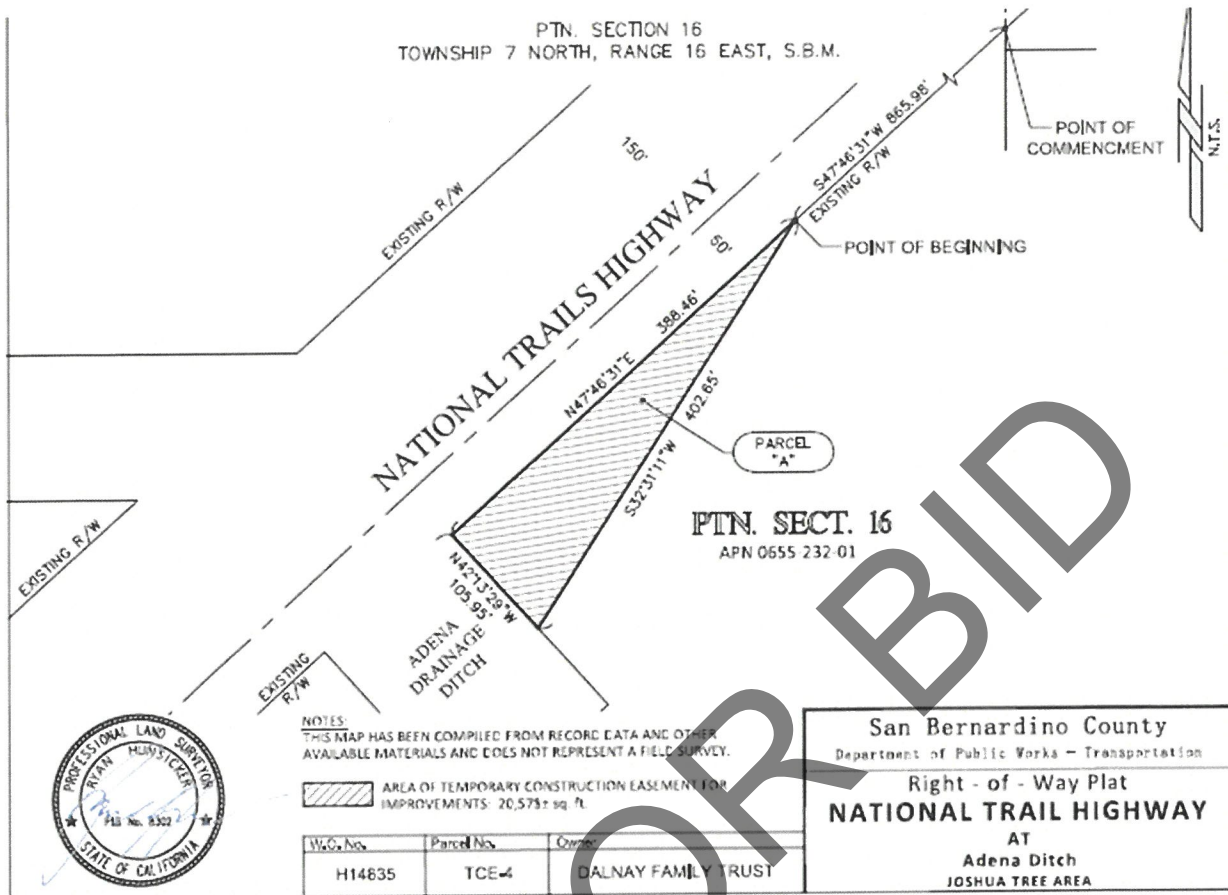
By: 
Ryan Hunsicker, P.L.S. 8302
Deputy County Surveyor

1/25/2024
Dated



Job No. H14853
Prepared by: GEG

PTN. SECTION 16
TOWNSHIP 7 NORTH, RANGE 16 EAST, S.B.M.



NOTES:
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AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR
IMPROVEMENTS: 20,573 ± sq. ft.

W.C. No.	Parcel No.	Owner
H14635	TCE-4	DALNAY FAMILY TRUST

San Bernardino County
Department of Public Works - Transportation
Right-of-Way Plat
NATIONAL TRAIL HIGHWAY
AT
Adena Ditch
JOSHUA TREE AREA

ATTACHMENT "2"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 3 and TCE 4

(see following page)

NOT FOR BID

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
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

UNINCORPORATED AREA

A.P.N. 0655-232-01 (ptn)

**TEMPORARY
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11700 (Transportation)

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated
November 13, 2001

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 commence on May 1, 2025, and shall terminate on the
earlier of grantee's completion, as determined by grantee, of its project known as National Trails
Highway - Adena Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to
the final 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.

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated November 13,
2001,

Name: Apolonia L. Dalnay
Title: Co-Trustee of the Dalnay Family
Trust dated November 13, 2001

Date

Name: Maria B. Dalnay
Title: Co-Trustee of the Dalnay Family
Trust dated November 13, 2001

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

Township: 7N Range: 16E Section: 16

Road Name(s): National Trail Highway
Project: Adena Bridge Project
Work Order No.: H14853
Parcel No. (s): TCE - 3
A.P.N. (s): 0655-232-01 (ptn)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

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

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UNINCORPORATED AREA

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earlier of grantee's completion, as determined by grantee, of its project known as National Trails Highway -
Adena Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to
the final 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.

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated November 13, 2001

BY: _____
Apolonio L. Dalnay, Title: Co-Trustee Dated: _____
of the Dalnay Family Trust dated
November 13, 2001

BY: _____
Maria B. Dalany, Title: Co-Trustee of the Dated: _____
Dalay Family Trust dated November 13,
2001

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: 7N Range: 16E Section: 16

Road Name(s): National Trail Highway

Project: Adena Bridge Project

Work Order No.: H14853

Parcel No. (s): TCE - 4

A.P.N. (s): 0655-232-01 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE