

EASEMENT ACQUISITION AGREEMENT AND ESCROW INSTRUCTIONS

This Easement Acquisition Agreement and Escrow Instructions (“Agreement”) is entered into by and between the San Bernardino County Flood Control District (hereinafter referred to as Grantor) and Hermosa Vista, LLC, a California Limited Liability Company (hereinafter referred to as Grantee).

A. Grantor owns certain real property located in the City of Rancho Cucamonga, County of San Bernardino, State of California (“Fee Property”), which is commonly identified as Assessor’s Parcel Number 1074-191-32.

B. Grantee has requested an easement over a certain portion of the Fee Property, comprising approximately 0.65 acres (“Easement Property”), as such portion is more specifically described in Exhibit 1 and shown in Exhibit 2, each of which is attached hereto and incorporated herein by reference, for storm drain purposes.

C. The parties hereto now desire to enter into this Agreement for Grantor’s conveyance of an Easement Deed for the Easement Property to Grantee on the terms and conditions set forth in this Agreement.

In consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties have herein set forth the whole of their agreement for the terms and conditions of Grantor’s conveyance of the Easement Deed, substantially in the form of Exhibit 3, to Grantee for the Easement Property.
2. Upon close of escrow, Grantee shall pay the following to Grantor: (a) the total sum of **\$79,000.00** (SEVENTY-NINE THOUSAND AND 00/100 DOLLARS) as consideration for the Easement Deed to Grantee for the Easement Property, and (ii) an administration fee to reimburse Grantor for its administrative costs to process this Agreement (“Administrative Fees”), which is currently estimated at \$20,000.00, provided that the final amount shall be calculated by Grantor at the close of escrow.
3. Any notice either party may or is required to give the other shall be in writing and shall be personally delivered, sent by a reputable overnight courier service, or sent by registered or certified U.S. mail, postage pre-paid, return receipt requested. If by personal delivery, overnight courier service, or registered or certified mail, service shall be deemed to have been received by the receiving party at the time the notice is delivered, or acceptance of delivery is refused to the following addresses:

To Grantor:

San Bernardino County Flood Control
c/o Real Estate Services Department
385 N. Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415
Attn: Manager of Acquisitions

To Grantee:

Hermosa Vista, LLC
10803 Foothill Blvd., Suite 212
Rancho Cucamonga, CA 91730

4. Grantee agrees to pay any and all escrow and recording fees incurred in this transaction; and, if title insurance is desired by Grantee, to pay the premium charged therefor, provided that the close of escrow shall not be conditioned on the issuance of any such title insurance policy.

5. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

6. Each individual executing this Agreement on behalf of a party represents and warrants that he or she has been authorized to do so by the party on whose behalf he or she executes this Agreement, and that said party will thereby be obligated to perform the terms of this Agreement.

7. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution, be deemed an original, and all such counterparts together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request

8. Levine Act Campaign Contribution Disclosure (formerly known as SB 1439). Grantee has disclosed to Grantor using Exhibit 4 – Levine Act Campaign Contribution Disclosure (formerly Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of Grantor's governing body or the County of San Bernardino's (County) Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and Grantor Attorney] within the earlier of: (1) the date of the submission of Grantee's proposal to Grantor, or (2) 12 months before the date this Agreement was approved by Grantor's governing body or the County's Board of Supervisors. Grantee acknowledges that under Government Code section 84308, Grantee is prohibited from making campaign contributions of more than \$500 to any member of Grantor's governing body or the County's Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Agreement.

In the event of proposed further amendments to this Agreement, Grantee will provide Grantor a written statement disclosing any campaign contribution(s) of more than \$500 to any member of Grantor's governing body or the County'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 Grantee or by a parent, subsidiary or otherwise related business entity of Grantee

9. All terms and conditions with respect to this Agreement are expressly contained herein and Grantee agrees that no representative or agent of Grantor has made any representation or promise with respect to this Agreement and the Easement Property not expressly contained herein.

TO: Any Reliable Escrow Company ("Escrow Holder")

Grantee agrees to acquire the Easement Property referenced above and upon the terms and conditions described in this Agreement for a total consideration of **\$79,000.00** (SEVENTY-NINE THOUSAND AND 00/100 DOLLARS) and reimbursement of Grantor's administration costs, currently estimated at **\$20,000.00**, with the final amount to be calculated by Grantor at the close of escrow. Grantee will deposit with an escrow company of Grantee's choosing, said consideration for delivery to Grantor at close of escrow, together with any additional funds and/or instruments necessary to comply with the terms hereof.

Escrow Holder shall make all disbursements by Escrow Holder check. All funds received in this escrow shall be deposited in one or more of Escrow Holder's general escrow accounts with any bank doing business in the State of California and may be transferred to any other general escrow account(s). The expression "close of escrow" means the date on which the Easement Deed, substantially in the form of Exhibit 3, conveying the Easement Property to Grantee are recorded in the official records of the County of San Bernardino. Close of escrow shall be on that date that is 90 business days after the full execution of this Agreement or sooner, provided all parties may agree to the earlier closing. All adjustments are to be made on the basis of a thirty-day month. Recordation of any instruments delivered through this escrow is hereby authorized. Escrow Holder shall furnish a copy of these instructions, amendments thereto, closing statements and/or documents deposited in this escrow to any lenders, real estate broker(s) and/or the attorney(s) involved in this transaction upon request of such lenders, brokers, or attorneys. Should Escrow Holder before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Holder shall have the right to discontinue any and all further acts on Escrow Holder's part until each conflict is resolved to Escrow Holder's satisfaction.

Time is declared to be of the essence of these instructions. If Escrow Holder is unable to comply with the time specified herein and such additional time is required to make examination of the official records, Escrow Holder will return all documents, money, or property to the party entitled thereto upon satisfactory written demand and authorization. Any amendment of and/or supplement to any instructions must be in writing.

Parties to this transaction are aware and understand that as a result of the passage of the Tax Reform Act of 1986 which added Section 6045(e) to the Internal Revenue Code, Grantor in this transaction is to deposit, prior to close of escrow, certain information including all Grantors' names and tax identification numbers, and that the closing of this transaction will be delayed in the event escrow has not received same from Grantor prior to close of escrow. Escrow Holder will forward information as required by above Internal Revenue Code Section on forms as prescribed therein.

In order to comply with Section 1445 of the Internal Revenue Code; and Sections 18805 and 26131 of the California Revenue and Taxation Code, Grantor will complete and deposit into escrow the documents provided by the Escrow Holder required by the above referenced code sections. In the event Grantor fails to complete and deposit into escrow such documents, Grantor hereby consents to the withholding by the Escrow Holder of proceeds in the amounts specified in the applicable sections of the Internal Revenue Code and the California Revenue and Taxation Code.

Escrow Holder serves only as an escrow holder in connection with these instructions and cannot give legal advice to any party hereto. Escrow Holder shall not be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder. The agency and duties of Escrow Holder commence only upon receipt of copies of this instruction executed by all parties.

At the close of escrow, Escrow Holder shall deliver all documents, including a Conformed Copy of the recorded Easement Deed, to the Grantor's Real Estate Services Department.

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing Agreement is subject to approval by Grantor's governing body and shall become effective and contractually binding only upon such governing body's approval at a properly noticed public meeting at which a quorum of the governing body is present, and execution by a duly authorized Grantor officer, and Grantee's approval and execution with the effective date of this Agreement being the date the last of the parties executes this Agreement. Upon the full execution hereof, Grantor and Grantee will deliver to Escrow Holder the papers, instruments and/or funds required within the time limit specified herein; and Escrow Holder is authorized to deliver said funds and documents to the appropriate parties. Grantee further agrees to pay any personal property taxes properly chargeable to Grantee. Escrow Holder is also instructed to pay from the amount shown as the total consideration above any other charges to which the parties have agreed.

GRANTOR: San Bernardino County Flood Control District

By: _____
Dawn Rowe
Chair, Board of Supervisors

_____ Date

APPROVED AS TO LEGAL FORM:

Laura Feingold, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

GRANTEE: Hermosa Vista, LLC

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Easement Acquisition Agreement and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2025

Escrow Company

By: _____

Name: _____

Title: _____

Exhibit 1
Legal Description of Easement Property

EXHIBIT "A"
LEGAL DESCRIPTION
STORM DRAIN EASEMENT

BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF LOT 13 OF TRACT 10046, RECORDED IN MAP BOOK 176, PAGES 24 THRU 25, RECORDS OF SAN BERNARDINO COUNTY; THENCE SOUTHWESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID TRACT SOUTH 80°31'01" WEST A DISTANCE OF 90.90 FEET; THENCE SOUTH 82°42'18" WEST A DISTANCE OF 141.03 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 187.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°01'12" HAVING A CURVE LENGTH OF 65.52 FEET; THENCE SOUTH 62°41'06" WEST A DISTANCE OF 99.55 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 187.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°25'14" HAVING A CURVE LENGTH OF 112.64 FEET; THENCE SOUTH 28°15'52" WEST A DISTANCE OF 162.20 FEET; THENCE NORTH 78°27'34" WEST A DISTANCE OF 49.75 FEET; THENCE NORTH 11°32'26" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 78°27'34" EAST A DISTANCE OF 20.00 FEET TO A LINE THAT IS PARALLEL TO AND 40.00 FEET NORTHWEST OF THE NORTHERLY BOUNDARY OF TRACT 10046; THENCE ALONG SAID PARALLEL LINE NORTH 28°15'52" EAST A DISTANCE OF 132.46 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 227.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°25'14" HAVING A CURVE LENGTH OF 136.67 FEET; THENCE NORTH 62°41'06" WEST A DISTANCE OF 99.54 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 227.50 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°01'12" HAVING A CURVE LENGTH OF 79.49 FEET; THENCE NORTH 82°42'18" EAST A DISTANCE OF 140.27 FEET; THENCE NORTH 80°31'01" EAST A DISTANCE OF 31.01 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE NORTH 89°30'28" EAST ALONG SAID NORTH LINE A DISTANCE OF 65.10 FEET; THENCE SOUTH 00°20'40" WEST A DISTANCE OF 30.27 FEET TO THE **POINT OF BEGINNING**.

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

BY:  10/06/2023
BERNHARD K. MAYER DATE



Exhibit 2
Plat of Easement Property

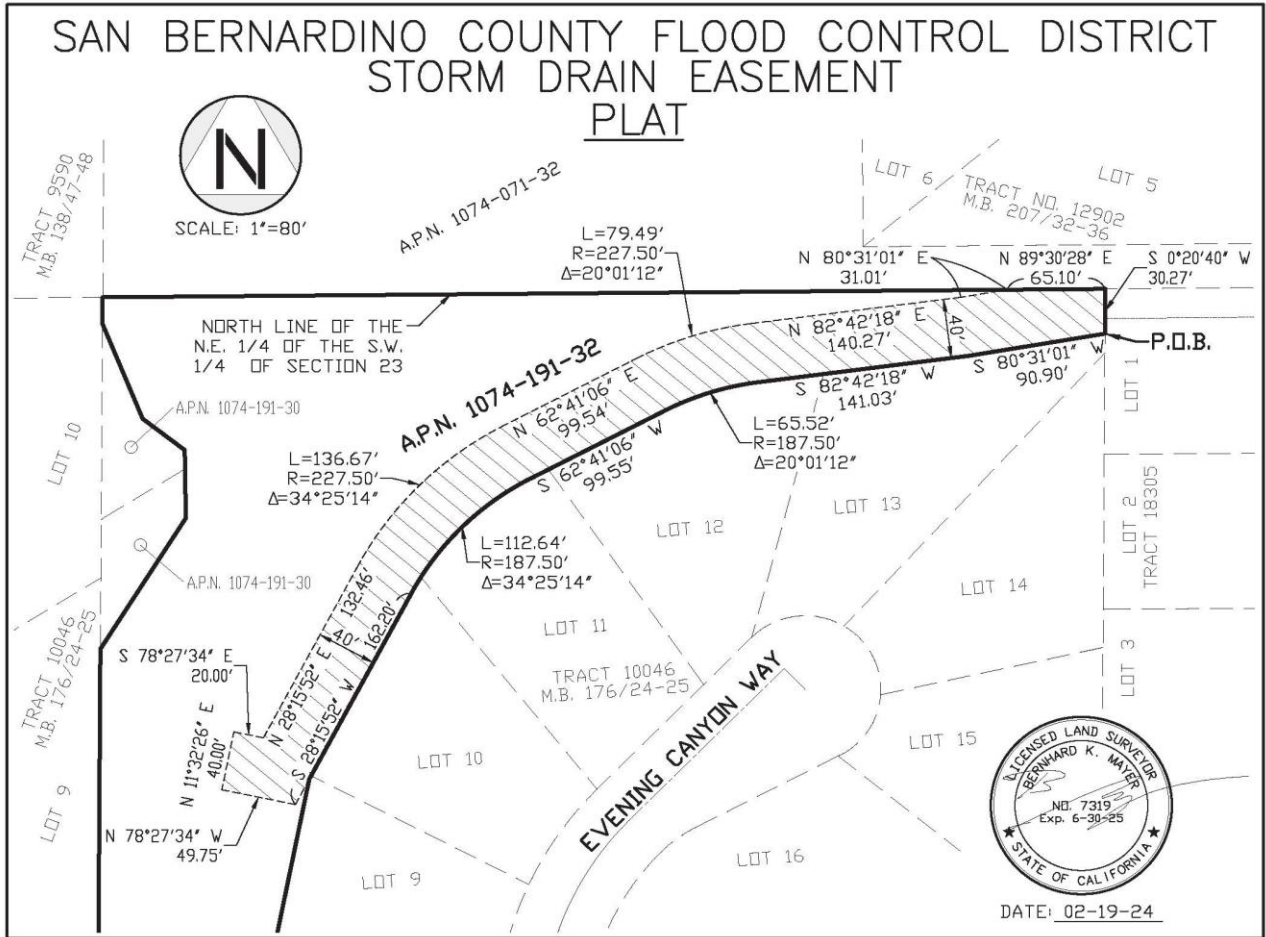


EXHIBIT 3
Form of Easement Deed
(exhibit starts on following page)

Recording Requested By and
When Recorded Mail To:

San Bernardino County
Department of Public Works Flood
Control District 825 East Third
Street San Bernardino, CA 92415

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

Project: Alta Loma SD
System No.: 1-405
Parcel No.: N/A
Dept. Code: 11600

EASEMENT DEED
Storm Drain

APN: (ptn) 1074-191-32
Date: April 30, 2025

The undersigned grantor(s) declare(s):

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

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

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby grant to the **HERMOSA VISTA, LLC HOMEOWNERS ASSOCIATION**, a California limited liability company, hereinafter referred to as "**Grantee**", a non-exclusive easement (hereinafter "easement" or "grant") for storm drain construction and maintenance purposes, including, without limitation, appurtenances such as culverts, slopes, embankments, curbs and sidewalks and utilities located on a certain portion ("**Easement Property**") of Grantor's real property ("**Fee Property**") situated in the County of San Bernardino, State of California and more particularly described in Exhibit "A", Legal Description attached hereto and made a part hereof, and shown on Exhibit "B", Plat, attached hereto and made a part hereof.

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said Easement Property. The use of the word "grant" herein shall not imply any warranty on the part of the Grantor with respect to the Easement Property.

Mail Tax Statement As Directed Above

This easement is also subject to the following terms, conditions and restrictions:

1. This easement is subject to the Grantor's superior right to use the Easement Property, and Grantor reserves to itself and its successors and assigns a continuing right to use and make any improvements to the Easement Property for Grantor's use.
2. Grantor may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the Easement Property (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with Grantee's use of the Easement Property, as determined by Grantor in its sole discretion.
3. Prior to commencing the construction or replacement of Grantee's storm drain, and appurtenances pursuant to this grant, Grantee shall submit all plans for the excavation, construction, installation, removal, and replacement of such improvements to Grantor for Grantor's review and approval with Grantor to issue to Grantee a permit if such plans are approved by Grantor in Grantor's sole discretion. The existence of Grantee's storm drain improvement and attendant easement does not give Grantee any rights to do further work of any type within the Easement Property without first obtaining additional permit(s) from Grantor pursuant to the above-stated requirements and conditions.
4. Grantee shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the Easement Property, and Grantee shall comply with all applicable laws and regulations concerning the construction of the storm drain and its use of Easement Property.
5. Any storm drain constructed by or on behalf of Grantee on the Easement Property shall be designed to not interfere with or impede Grantor's conveyance of storm water or Grantor's flood control improvements, if any, now existing or later installed on the Easement Property by Grantor. Grantee's construction of its storm drain shall be in accordance with the plan approved by Grantor in accordance with paragraph 3 and must further meet all applicable construction standards and applicable laws.
6. Grantee shall not change the existing grade, modify the topography, or impede or diminish the floodwater conveyance capacity of the Easement Property or the Fee Property without prior written consent of Grantor (in Grantor's sole discretion).
7. Grantee shall at all times, and at its sole cost and expense, maintain the Easement Property and its storm drain improvement project constructed (or caused to be constructed) by Grantee and/or its agents in good condition and repair, and free of trash, debris weeds and unauthorized uses. Grantee shall perform all necessary maintenance associated with the entire improvement project, such as storm drain including but not limited to pipe, wingwalls, manholes, and drain inlets and appurtenances thereto constructed within the Easement Property in conjunction with the storm drain project, and shall remove graffiti, and any unauthorized uses or encroachments within or on any part of the storm drain structure and its appurtenances, as well as performing all necessary weed abatement work within the Easement Property.
8. Grantor shall at all times have free and clear access through and over the Easement Property (except as temporarily approved by Grantor during periods of Grantee's construction and/or

maintenance).

9. Any costs incurred by Grantor for Grantor's use of the Easement Property, including (but not limited to) any costs incurred by Grantor for the construction, reconstruction, maintenance, and use of any Grantor flood control improvements, if any, now existing or later installed on the Easement Property or the Fee Property attributable to the presence of Grantee's storm drain shall be borne by Grantee, at Grantee's sole cost. In the event that Grantor requires that Grantee's storm drain improvement located on the Easement Property be relocated, modified, or protected due to Grantor's existing or future use of the Easement Property or the Fee Property, Grantee shall promptly relocate, modify, or protect Grantee's storm drain improvement as directed by Grantor and Grantee shall bear, at its sole expense, all such relocation, modification and protection costs. Grantee shall pothole its facilities and provide such information to Grantor upon Grantor's request, or Grantor shall perform such potholing at Grantee's expense. Notwithstanding anything to the contrary in this paragraph, prior to relocation, modification or protection of Grantee's storm drain improvement except in cases of emergency as determined by Grantor in its sole discretion when no prior notice is required, Grantor shall provide Grantee with written notice and 2 years to complete any required relocation, modification or protection within the Easement Property.

10. Grantor shall not be required to contribute any part of the costs associated with Grantee's storm drain improvement on the Easement Property and furthermore, if Grantor is included in an assessment district to pay such costs, Grantee shall promptly reimburse Grantor for any assessment therefore levied upon it upon Grantor demand.

11. Grantee agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless the Grantor, San Bernardino County, and their authorized officers, employees, agents and volunteers (Indemnites) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Grantor, said County or Indemnites on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Grantor, said County or Indemnites. The Grantee's indemnification obligation applies to Grantor's, said County's and Indemnites' "active" as well as "passive" negligence but does not apply to the Grantor's, said County's or Indemnites' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

12. Grantee agrees to comply with the following insurance requirements (for the purpose of this paragraph, Grantor shall be deemed to include San Bernardino County):

A. Additional Insured - All policies, except for the Workers' Compensation policy, shall contain endorsements naming the Grantor and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the Grantor to vicarious liability but shall allow coverage for the Grantor to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

B. Waiver of Subrogation Rights - Grantee shall require the carriers of required coverages to waive all rights of subrogation against the Grantor, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Grantee and Grantee's employees or agents from waiving the right of subrogation prior

to a loss or claim. Grantee hereby waives all rights of subrogation against the Grantor.

C. Policies Primary and Non-Contributory - All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the Grantor.

D. Severability of Interests - Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Grantee and the Grantor or between the Grantor and any other insured or additional insured under the policy.

E. Proof of Coverage - Grantee shall furnish Certificates of Insurance to Grantor evidencing the insurance coverage, including endorsements, as required, prior to Grantee's execution of this easement document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantor, and Grantee shall maintain such insurance throughout the term of the easement. Within fifteen (15) days of the Grantee's acceptance of this easement, Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier - Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

H. Failure to Procure Coverage - In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the Grantor has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the Grantor will be promptly reimbursed by Grantee.

I. Insurance Review - Insurance requirements are subject to periodic review by the Grantor. Grantor's Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the Grantor. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Grantor, inflation, or any other item reasonably related to the Grantor's risk.

J. Any failure, actual or alleged, on the part of the Grantor to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Grantor.

K. Grantee agrees to provide insurance set forth in accordance with the requirements herein. If Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Grantee agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of this easement.

L. Without in any way affecting the indemnity herein provided and in addition thereto, Grantee shall secure and maintain throughout the duration of the easement the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Grantee and all risks to such persons under this easement.

If Grantee has no employees, it may certify or warrant to the Grantor that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Grantor's Director of Risk Management.

With respect to Grantees that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance - Grantee shall carry General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Grantee is transporting one or more non-employee passengers in Grantee's use of the Easement Property, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and

property damage per occurrence. If Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) Environmental Liability Insurance with a combined single limit of not less than two million (\$2,000,000) per claim or occurrence. The required additional insured endorsement shall protect Grantor without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easement was signed by Grantor. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easement and for a minimum of five (5) years after termination of this easement.

(6) Subcontractor Insurance Requirements. Grantee agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of Grantee for the storm drain improvement at the Easement Property to provide insurance covering the contracted operation with the same policies and provisions required of Grantee in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the storm drain improvement and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against Grantor and shall name Grantor as an additional insured. Grantee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

13. In the event of Grantee's default of the terms, conditions and/or restrictions set forth herein, Grantor shall give written notice to Grantee of the same. Except in the case of the emergency as determined by Grantor in its sole discretion, Grantee shall have thirty (30) calendar days from the date of the Grantor's notice to cure the default. If Grantee, within thirty (30) calendar days from the date of the Grantor's notice to cure the default (except in the case of an emergency as determined by Grantor in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event Grantee fails to cure the default within the time prescribed herein, Grantor has the right but not the obligation to cure said default at the sole expense of Grantee, or Grantee's successors and assigns, and without liability to Grantor for loss thereof. Grantee and Grantee's successors and assigns agree to pay Grantor on demand all expenses incurred by Grantor in curing such default of Grantee. In addition, Grantor may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

14. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and

assigns of Grantor and Grantee respectively.

15. This easement shall be governed by the laws of the State of California.

16. This grant may only be amended by a writing executed by both Grantor and Grantee and recorded in the Official Records of San Bernardino County.

17. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 11.

18. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for Storm Drain purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Dawn Rowe
Chair, Board of Supervisors

Date: _____

ACCEPTANCE OF TERMS AND CONDITIONS

This is to certify that the interest in real property conveyed by the Easement Deed for street, highway, road and/or bridge purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to the HERMOSA VISTA, LLC HOMEOWNERS ASSOCIATION, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

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 _____ before me, _____,
(Date) (Name and title of the officer)

personally appeared _____,
(Name of person signing)

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 of officer

(Seal)

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 _____ before me, _____,
(Date) (Name and title of the officer)

personally appeared _____,
(Name of person signing)

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 of officer

(Seal)



EXHIBIT 4

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

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

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the 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.

1. Name of Grantee: Armosa Vida, LLC
2. Is the entity listed in Question No. 1 a nonprofit 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: MANUEL BADOIA
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):

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Grantee:

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
U/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If yes, please provide the contribution information in Question 11.

10. Has an agent of Grantee made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If yes, please provide the contribution information in Question 11.

11. 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 the Contract, Grantee certifies that the statements made herein are true and correct. Grantee acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Grantee understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.