

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 (Indemnitees) 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 Indemnitees 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 Indemnitees. The Grantee's indemnification obligation applies to Grantor's, said County's and Indemnitees' "active" as well as "passive" negligence but does not apply to the Grantor's, said County's or Indemnitees' "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: OCT 21 2025

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

See Attached

(Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A 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 October 21, 2025 before me, Cynthia C. Merendon, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dawn Rowe
Name(s) of Signer(s)

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 Cynthia C. Merendon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

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 October 7, 2025 before me, Marie Alegria, Notary Public
(Date) (Name and title of the officer)

personally appeared Manuel Badiola
(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.

(Handwritten signature)

Signature of officer

(Seal)

