

**Recording Requested By and  
Mail To:**

TDC GLEN HELEN OWNER,  
L.L.C.  
3501 Jamboree Road, Suite 4400  
Newport Beach, CA 92626  
Attn: Stephen Batcheller

San Bernardino  
APN 0349-191-22 (por)  
Project: Drainage Area II

**EASEMENT GRANT &  
AGREEMENT FOR  
DRAINAGE**

DOCUMENT TRANSFER TAX \$

This Easement Grant and Agreement for Drainage (the "Agreement") is hereby made as of \_\_\_\_\_, 202\_\_\_, by **SAN BERNARDINO COUNTY**, a body corporate and politic, hereinafter referred to as "**County**" and **TDC GLEN HELEN OWNER, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "**TDC**". County and TDC are jointly referred to herein as the "**Parties**."

**RECITALS**

A. County is the owner of certain real property located in the County of San Bernardino, California [commonly known as Assessor's Parcel Number (APN): 0349-191-22] ("**County Property**"), as more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference.

B. TDC is the owner of certain real property located in the County of San Bernardino, California (commonly known as APNs: 0349-201-06 (portion), 0349-201-05, 0349-201-09, and, as of the recording date, 0349-201-24 (portion), which will be re-numbered to 0349-201-36] due to a pending lot line adjustment by TDC) ("**TDC Property**"), as the adjusted TDC Property is more particularly described in **Exhibit "B"** attached hereto and incorporated by this reference.

C. As part of the development of the TDC Property, TDC requested a drainage easement from the County located on a certain portion of the County Property, which County is willing to grant on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Drainage Easement.** County hereby grants to TDC a non-exclusive easement ("Drainage Easement") under and across that certain portion of County Property, consisting of approximately 10,850 square feet, as legally described and depicted in **Exhibit "C"**, which is attached hereto and incorporated herein by reference ("Drainage Easement Area") located near the intersection of Forest Lane and Glen Helen Road in the City of San Bernardino, County of San Bernardino, State of California for the construction, maintenance, and replacement of certain

drainage improvements, comprising ripraps and catch basins and reasonably necessary appurtenances thereto (“Drainage Improvements”).

2. No Warranty. The Drainage Easement is granted subject to all existing permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title, whether recorded or not, which may affect said the Drainage Easement Area. The use of the word “grant” herein shall not imply any warranty on the part of the County with respect to the Drainage Easement Area.

3. Superior Rights. The Drainage Easement is subject to County’s superior right to use the Drainage Easement Area and County reserves to itself and its successors and assigns a continuing right to use and make any improvements to the Drainage Easement Area for County’s use, provided that such use by County does not unreasonably interfere with TDC’s use of the Drainage Easement Area pursuant to this Agreement. Any costs incurred by County for County’s superior right to use the Drainage Easement Area due to the presence of the Drainage Improvements shall be borne by TDC at TDC’s sole cost and expense.

4. Granting Additional Rights. County may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights on, over, under, or across the Drainage Easement Area (or portions thereof) for the benefit of other entities not parties to this Agreement, provided that such further grants do not unreasonably interfere with TDC’s use of the Drainage Easement Area, as determined by County in its reasonable discretion.

5. Approval of Plans. Prior to commencing the construction or replacement of TDC Drainage Improvements (or portions thereof), TDC shall submit all plans and specifications for the excavation, construction, installation, removal, and replacement of such improvements to County for County’s review and approval, provided that any such approval shall not create responsibility or liability of County for their completeness, design sufficiency, or compliance with applicable law and does not give TDC any rights to do further work of any type within the Drainage Easement Area without first submitting additional plans and specifications for County’s review and obtaining the County’s consent. Notwithstanding anything to the contrary in this Agreement, any Drainage improvements constructed by or on behalf of TDC on the Drainage Easement Area shall be designed to be, and be constructed underground, with the exception of necessary surface appurtenances, which will be located in a manner not to interfere with or impede the County’s use of the Drainage Easement Area.

6. Permits. TDC 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 Drainage Easement Area, and TDC shall comply with all applicable laws and regulations concerning the excavation, construction, installation, removal, replacement, and/or maintenance of the Drainage Improvements and its use of Drainage Easement Area.

7. Construction of Improvements. TDC’s excavation, construction, installation, removal, or replacement of its Drainage Improvements shall be in accordance with the plan(s) and specification(s) approved by County in accordance with Paragraph 5 above and must further meet all applicable construction standards and applicable laws.

8. Maintenance of Improvements. TDC shall at all times, and at its sole cost and expense, maintain the Drainage Easement Area and the Drainage Improvements constructed (or

caused to be constructed) by TDC now or in the future to ensure that the Drainage Improvements prevent soil erosion, road subbase saturation, and damage to the roadway structure and are otherwise in good condition and repair and in compliance with all applicable laws. TDC shall further maintain the Drainage Easement Area and the Drainage Improvements to be free of trash, litter, graffiti, sediment, debris, weeds, vector and unauthorized uses and encroachments. TDC shall keep all woody vegetation at the Drainage Easement Area to be no more than eighteen inches (18") in height. TDC shall inspect all Drainage Improvements at least annually to ensure compliance with TDC's maintenance obligations herein. TDC shall not bring onto or generate at the Drainage Easement Area or the County Property any oil, gasoline, fuel and chemical or toxic spills and toxic discharges of any nature. TDC shall be responsible, at its sole cost and expense, for any damage to, contamination of, or pollution of the Drainage Easement Area and the County Property due to the actions, inactions, or use of the Drainage Easement Area by TDC and its employees, agents, contractors, subcontractors, tenants, subtenants, and invitees. TDC shall promptly repair or restore to County's satisfaction any and all damage, contamination, or pollution caused by TDC and its employees, agents, contractors, subcontractors, tenants, subtenants, and invitees at TDC's sole cost and expense.

9. Access to Drainage Easement Area. County shall at all times have free and clear access to, through and over the Drainage Easement Area.

10. Relocation of Drainage Improvements. In the event that County requires that TDC's Drainage Improvements located in the Drainage Easement Area be relocated, modified, or protected due to County's existing or future use of the Drainage Easement Area or the County Property, TDC shall relocate, modify, or protect TDC's Drainage Improvements as reasonably directed by County and TDC shall bear, at its sole expense, all such relocation, modification and protection costs. If applicable, TDC shall pothole its Drainage Improvements and provide such information to County upon County's request, or County shall perform such potholing at TDC's expense. Notwithstanding anything to the contrary in this Paragraph 10, prior to relocation, modification or protection of TDC's Drainage Improvements, except in cases of emergency as determined by County in its reasonable discretion when no prior notice is required, County shall provide TDC with written notice and not less than two (2) years to complete any required relocation, modification or protection as required by this paragraph. In the event, TDC's Drainage Improvements are relocated elsewhere on the County Property, TDC shall quitclaim its interest in the Drainage Easement Area pursuant to this Agreement and County shall record in the Official Records a new easement granted by County under and across the relocated easement area within the County Property for the Drainage Improvements which shall (i) about the TDC Property, and (ii) be on substantially the same terms and conditions as this Drainage Easement.

11. Costs of Improvements. Any and all costs for TDC's Drainage Improvements on the Drainage Easement Area shall be at TDC's sole cost and expense. Furthermore, if County is included in an assessment district and required to pay any resulting costs, TDC shall promptly reimburse County for any assessment therefore levied upon it upon County's written demand (which demand shall include third-party invoices or other reasonable evidence of such costs).

12. Indemnity. TDC agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by County or the Indemnitees on account of any claim, including (but not limited to) claims regarding the use the Drainage Easement Area by TDC

or its employees, agents, contractors, subcontractors, tenants, subtenants, and invitees, the design, construction, and maintenance of the Drainage Improvements, and contamination of or pollution of the Drainage Easement Area and the County Fee Property with any regulated hazardous substances caused by TDC or its employees, agents, contractors, subcontractors, tenants, subtenants, and invitees, including the cost of investigation, removal, remediation, restoration and/or abatement thereof, except where such indemnification is prohibited by law. The indemnification provision applies regardless of the existence or degree of fault of County or the Indemnitees and TDC's indemnification obligation shall apply to County's and the Indemnitees' "active" as well as "passive" negligence but does not apply to the County or the Indemnitees "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

13. Insurance. TDC shall comply with the following insurance requirements for the duration of the Agreement:

(i) Additional Insured – All policies, except for the Workers' Compensation policy, shall contain endorsements naming County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the Drainage Easement. The additional insured endorsements shall not limit the scope of coverage for County to vicarious liability but shall allow coverage for County 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.

(ii) Waiver of Subrogation Rights – TDC shall require the carriers of required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit TDC and TDC's employees or agents from waiving the right of subrogation prior to a loss or claim. TDC hereby waives all rights of subrogation against the County.

(iii) 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 County.

(iv) Severability of Interests – TDC 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 TDC and County or between County and any other insured or additional insured under the policy.

(v) Proof of Coverage – TDC shall furnish Certificates of Insurance to County evidencing the insurance coverage, including endorsements, as required, prior to TDC's execution of this Agreement, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County, and TDC shall maintain such insurance throughout the term of the Drainage Easement. Within fifteen (15) days of TDC's acceptance of these Drainage Easement, TDC 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.

(vi) 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".

(vii) 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.

(viii) Failure to Procure Coverage –In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by TDC.

(ix) Insurance Review – Insurance requirements are subject to periodic review by County. County's Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management reasonably determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of County. 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 County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this easement. TDC agrees to execute any such amendment within thirty (30) days of receipt.

(x) No Waiver – Any failure, actual or alleged, on the part of County 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 County.

(xi) Existing Coverage – TDC agrees to provide the insurance set forth in accordance with the requirements herein. If TDC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, TDC agrees to amend, supplement or endorse the existing coverage to do so. County shall have no liability for any premiums charged for TDC's required insurance policies. The inclusion of County as an additional insured named by endorsement is not intended to and shall not make a partner or joint venturer with TDC in TDC 's operations.

(xii) Types of Insurance Policies. Without in any way affecting the indemnity herein provided and in addition thereto, TDC shall secure and maintain throughout the duration of the Drainage Easement the following types of insurance with limits as shown:

A. 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 TDC and all risks to such persons under this Agreement. If TDC has no employees, it may certify or warrant to the County 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 County’s Director of Risk Management.

B. Commercial/General Liability Insurance – TDC shall carry General Liability Insurance covering all operations performed by or on behalf of TDC 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 with a Two Million Dollar (\$2,000,000) general aggregate limit. The policy coverage shall include: (1) premises operations and mobile equipment; (2) products and completed operations; (3) broad form property damage (including completed operations); (4) explosion, collapse and underground hazards; (5) personal injury; and (6) contractual liability.

C. 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 TDC is transporting one or more non-employee passengers in TDC’s use of the Drainage Easement Area, 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 TDC owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. 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.

E. Environmental Liability Insurance – TDC shall carry an environmental liability insurance policy with a combined single limit of not less than Five Million Dollars (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect County without any restrictions.

F. Claims Made Policies – If any of TDC’s insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date the contract project commences. The claims made insurance shall be maintained or “tail” coverage provided throughout the duration of this Agreement and for a minimum of five (5) years after termination of this Agreement.

G. Commercial Property Insurance – TDC shall carry a commercial property insurance policy providing all risk coverage for the Drainage Easement Area and all improvements thereon. Coverage shall be sufficient to insure 100% of the replacement cost.

(xiii) Subcontractor Insurance Requirements. TDC 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 TDC for the Forest Lane Improvements and the Drainage Improvements at the Drainage Easement Area to provide insurance covering the contracted operation with the same policies and provisions required of TDC in this Agreement and with builder’s risk property insurance, providing all risk, including theft coverage for all property and materials to be used for the Forest Lane Improvements and the Drainage Improvements and said insurance policies shall not have any coinsurance penalty. All policies required under this provision

shall include waiver of subrogation rights against County and shall name County as an additional insured. TDC agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

14. Default. In the event of either Party's default of the terms, conditions and/or restrictions set forth herein, the non-defaulting Party shall give written notice to the defaulting Party of the same. The defaulting Party shall have thirty (30) calendar days from the date it receives written notice to cure the default, provided that if the nature of such default is such that it cannot reasonably be cured within said thirty (30) days, then if the defaulting Party, within thirty (30) calendar days from the date it receives written notice of the default, commences to cure such default and thereafter continuously and diligently proceeds in good faith to cure such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such cure. In the event an emergency, as reasonably determined by the County, is caused by TDC's default of its obligations in Paragraphs 8 and 13 of this Agreement and notwithstanding the foregoing cure period in this Paragraph 14, TDC shall immediately cure such default to the County's reasonable satisfaction. If TDC fails to timely cure any default of its obligations in Paragraphs 8 and 13, the County has the right but not the obligation to cure said default at the sole expense of TDC and without liability to TDC for loss thereof. TDC and its successors and assigns agree to pay the County on demand for all expenses incurred by the County in curing TDC's default of its obligations in Paragraphs 8 and 13. In addition, the County may pursue all other remedies available to it at law or in equity for TDC's default of its obligations in Paragraphs 8 and 13 and such remedies shall be cumulative.

15. Covenants Running with the Land. The Drainage Easement, as well as the terms, conditions and restrictions, created by this Agreement shall constitute covenants running with the land of both the TDC Property and County Property, and shall both benefit and bind, and be enforceable by, and inure to the benefit of the owners and each successive owner, executor, administrator, heir, assign, or successor of both the TDC Property and County Property during their respective periods of ownership. This Agreement is made with the intent of satisfying the requirements of California Civil Code Section 1468.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties agree that the venue for any action or claim brought by any party to this easement will be the Superior Court of California, San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394) or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this easement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

17. Amendment. This Agreement may only be amended by a writing executed by both County and TDC and recorded in the Official Records.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party against the other Party, each party, including the prevailing Party, shall bear its own costs and attorneys' fees. The foregoing shall not apply to costs and attorneys' fees arising from a third-party legal action against County hereto and payable under Paragraph 12.

19. Severability. If any provision of this Agreement shall to any extent be invalid or

unenforceable, by a court of competent jurisdiction or otherwise, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which, when taken together constitute one and the same instrument.

21. No Dedication for Public Use. Nothing in this Agreement shall be deemed to constitute a dedication for public use nor create any rights in any third parties. County shall have the right from time to time to temporarily control the use of the Drainage Easement Area in order to prevent the public or any third parties from having any right to use the Drainage Easement Area.

22. No Joint Venture or Partnership. Nothing in the Agreements shall be construed to make the Parties hereto partners or joint ventures or render any of said Parties liable for the debts or obligations of the other.

23. Authority. County and TDC each represent and warrant to the other that it has the full power and authority to enter into this Agreement, to perform this Agreement and bind the County Property and TDC Property, respectively. The execution, delivery and performance of this Agreement by each Party have been duly and validly authorized by all necessary action on the part of each Party and all required consents and approvals have been duly obtained. All requisite action has been taken by each Party in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. The individual(s) executing this Agreement on behalf of each Party have the legal power, right and actual authority to bind such Party to the terms and conditions hereof and thereof.

24. Entire Agreement. This Agreement, including the Recitals and Exhibits referred to herein, constitutes the entire contract between the Parties with respect to the subject matter covered by this Agreement. This Agreement supersedes all previous representations, arrangements, agreements and understandings by and among the Parties with respect to the subject matter covered by this Agreement, and any such representations, arrangements, agreements and understandings are hereby canceled and terminated in all respects.

[Signatures on the following pages]



IN WITNESS WHEREOF County and TDC have executed this Agreement on the day and year written below and have agreed to be bound by the terms and provisions hereof.

**COUNTY:**

SAN BERNARDINO COUNTY,  
a body corporate and politic

By: \_\_\_\_\_

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

Approved as to Legal Form:

TOM BUNTON,  
County Counsel  
San Bernardino County,  
California

By:

\_\_\_\_\_  
Agnes Cheng  
Deputy County Counsel

Date: \_\_\_\_\_

**TDC:**

TDC GLEN HELEN OWNER, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: B. Jeff Knowles

Title: Authorized Signatory

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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 \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT

The State of Texas )  
County of \_\_\_\_\_)

Before me, \_\_\_\_\_, on this day personally appeared B. Jeff Knowles, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature)  
Notary Public, State of Texas

**Exhibit "A"**

Legal Description of County Property

GLEN HELEN FARM PTN LOTS 1 AND 2 LYING SLY OF S LI SEC 29 TP 2N R 5W PRODUCED ELY ACROSS LOT 1 AND LYING SWLY OF SWLY LI S P RR R/W DESC AS 300 FT WIDE IN PAR 40 CONDEMNATION REC 9-12-66 NO 410 BK 6694 PG 679 AND LYING WLY OF STATE HWY AS CONVEYED 5-18-67 BK 6822 PG 226 EX 60 FT BY 60 FT SQ PAR LYING CONTIGUOUS TO AND NELY OF SWLY LI SD 300 FT WIDE S P RR R/W SD PAR DESC AS COM AT PT IN S LI SD SEC 29 N 89 DEG 41 MIN 46 SEC E 650.76 FT ALG SD S LI FROM INTERSECTION SD S LI WITH SWLY LI MUSCUIABE RANCHO LI TH ALG C/L S P RR R/W S 54 DEG 15 MIN 30 SEC E 2028.64 FT TH S 54 DEG 24 MIN 03 SEC E 57 FT TH ALG NON TANGENT CURVE TO LEFT HAVING RAD OF 3819.75 FT AND CENTRAL ANGLE OF 12 DEG 16 MIN 22 SEC 818.19 FT TANGENT OF SD CURVE AT POB BEARS S 54 DEG 41 MIN 09 SEC TH SWLY 90 FT AT R/A FROM SD C/L TO TRUE POB TH S 67 DEG 14 MIN 37 SEC E 60 FT TH SWLY AT R/A 60 FT TO SWLY LI RR R/W TH NWLY 60 FT ALG SD SWLY LI TH NELY AT R/A 60 FT TO TRUE POB AND EX THAT PTN LYING NWLY FOL DESC LI COM STATION 10 RANCHO MUSCUIABE AS SHOWN RECORD OF SURVEY MAP REC BK 36 PG 48 TH ALG WLY LI SD RANCHO MUSCUIABE N 40 DEG 36 MIN 43 SEC W 1730.43 FT TO TRUE POB TH N 58 DEG 58 MIN 26 SEC E 661.45 FT TO S R/W LI GLEN HELEN RD AS IT NOW EXISTS AND PT OF TERMINATION

**Exhibit "B"**

Legal Description of TDC Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF

CALIFORNIA AND IS DESCRIBED AS FOLLOWS: PARCEL A:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE GOVERNMENT SURVEY, ALSO BEING A PORTION OF PARCEL "C" OF THE LAND DESCRIBED IN GRANT DEED RECORDED FEBRUARY 6, 2008 AS DOCUMENT NO. 2008-0054717, OF OFFICIAL RECORDS OF SAID COUNTY AND SHOWN ON RECORD OF SURVEY NO. 2021-00173, AS PER MAP RECORDED IN BOOK 173, PAGES 58 AND 60, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL "C", SAID CORNER ALSO BEING ON THE RANCHO MUSCUPIABE LINE, BOTH AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID RANCHO MUSCUPIABE LINE, NORTH 40' 22' 02" WEST, 48.82 FEET;  
THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUPIABE LINE, SOUTH 49' 37' 58" WEST, 18.83 FEET; THENCE PARALLEL WITH SAID RANCHO MUSCUPIABE LINE, NORTH 40' 22' 02" WEST, 188.56 FEET;

THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUPIABE LINE, NORTH 49' 37' 58" EAST, 11.12 FEET TO A LINE PARALLEL WITH AND DISTANT 7.71 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID RANCHO MUSCUPIABE LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 40' 22' 02" WEST, 1,012.38 FEET TO A POINT ON THE NORTHWESTERLY Y LINE OF SAID PARCEL "C";

THENCE ALONG THE BOUNDARY OF SAID PARCEL "C" AS SHOWN ON SAID RECORD OF SURVEY, THE FOLLOWING THREE (3) COURSES:

1. 1) SOUTH 49' 12' 15" WEST, 473.28 FEET;
2. 2) SOUTH 43' 40' 55" EAST, 1,251.77 FEET;
3. 3) NORTH 49' 08' 53" EAST, 408.61 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY MOBILE HOMES (MANUFACTURED HOUSING UNITS) LOCATED ON SAID LAND.

PER CERTIFICATE OF COMPLIANCE NO. PLLA-2022-00012A, RECORDED NOVEMBER 3, 2022 AS DOCUMENT NO. 2022-0364820, OF OFFICIAL RECORDS.

APN: 0349-201-24 PORTION (FUTURE APN: 0349-201-36)

PARCEL B:

A PORTION OF HOMESTEAD ENTRY SURVEY NO. 164, BEING IN SECTIONS 32 AND 33, TOWNSHIP 2

NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF LOT 11 OF SAID HOMESTEAD ENTRY SURVEY NO. 164; THENCE NORTH 49°14' EAST, 6.05 CHAINS TO CORNER NO. 10;  
THENCE SOUTH 39°59' EAST, 18.05 CHAINS ALONG LINE 8-10;  
THENCE SOUTH 49°14' WEST, 3.975 CHAINS TO A POINT ON LINE 1-2;

THENCE NORTH 46°33' WEST, 18.139 CHAINS TO CORNER NO. 11 AND POINT OF BEGINNING.  
EXCEPTING THEREFROM ANY MOBILE HOMES (MANUFACTURED HOUSING UNITS) LOCATED ON SAID LAND.

APN: 349-201-09-0-000

PARCEL C:

THAT CERTAIN PARCEL OF LAND WITHIN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE SURVEY THEREOF, APPROVED BY THE SURVEYOR GENERAL FEBRUARY 9, 1912 AND DESIGNATED BY THE SURVEYOR GENERAL AS HOMESTEAD ENTRY SURVEY NO. 45 AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN PATENT FROM THE UNITED STATES OF AMERICA TO THORJUS RINDEN, DATED JANUARY 10, 1914 AND RECORDED FEBRUARY 6, 1914 IN BOOK J, PAGE 146 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID HOMESTEAD ENTRY SURVEY WHICH IS SOUTH 40° EAST, 2074.40 FEET FROM THE MOST NORTHERLY CORNER OF SAID SURVEY;

THENCE SOUTH 48° 31' WEST, 264.25 FEET; THENCE SOUTH 40° EAST, 190 FEET;

THENCE SOUTH 40° 31' WEST, 407 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID SURVEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LAND CONVEYED TO TERESA TARANGO;

THENCE NORTH 48° 31' EAST 684.25 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO THERESA TARANGO;

THENCE SOUTH 40° EAST, 10 FEET TO THE POINT OF BEGINNING.

APN: 0349-201-05-0-000

PARCEL D:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE GOVERNMENT SURVEY, ALSO BEING A PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 20, 2019 AS DOCUMENT NO. 2019-0429535, OF OFFICIAL RECORDS OF SAID COUNTY AND SHOWN ON RECORD OF SURVEY NO. 2021-00173, AS PER MAP RECORDED IN BOOK 173, PAGES 58 THROUGH 60, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL "C" OF THE LAND DESCRIBED IN GRANT DEED RECORDED FEBRUARY 6, 2008 AS DOCUMENT NO. 2008-0054717, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING ON THE RANCHO MUSCUIABE LINE, BOTH AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID RANCHO MUSCUIABE LINE, NORTH 40° 22' 02" WEST, 48.82 FEET;  
THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUIABE LINE, SOUTH 49° 37' 58" WEST, 18.83 FEET; THENCE PARALLEL WITH SAID RANCHO MUSCUIABE LINE, NORTH 40° 22' 02" WEST, 188.56 FEET;

THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUIABE LINE NORTH 49° 37' 58" EAST, 11.12 FEET TO A LINE PARALLEL WITH AND DISTANT 7.71 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID RANCHO MUSCUIABE LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 40° 22' 02" WEST, 1,012.38 FEET TO A POINT ON THE NORTHWESTERLY Y LINE OF SAID PARCEL "C", SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID PARALLEL LINE, NORTH 40° 22' 02" WEST, 393.52 FEET;  
THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUIABE LINE, NORTH 49° 37' 58" EAST, 6.21 FEET; THENCE PARALLEL WITH SAID RANCHO MUSCUIABE LINE, NORTH 40° 22' 02" WEST, 20.00 FEET;

THENCE AT RIGHT ANGLES TO SAID RANCHO MUSCUIABE LINE, NORTH 49° 37' 58" EAST, 1.50 FEET TO SAID RANCHO MUSCUIABE LINE, BEING ALSO A POINT ON THE BOUNDARY OF SAID LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 20, 2019 AS DOCUMENT NO. 2019-0429535;

THENCE ALONG SAID BOUNDARY OF LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 20, 2019 AS DOCUMENT NO. 2019-0429535 AND SHOWN ON SAID RECORD OF SURVEY, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 40°22' 02" WEST, 57.99 FEET;
- 2) NORTH 40° 22' 02" WEST, 254.51 FEET;
- 3) SOUTH 48° 19' 13" WEST, 264.25 FEET;
- 4) SOUTH 40° 22' 02" EAST, 190.00 FEET;
- 5) SOUTH 48° 19' 13" WEST, 366.52 FEET;
- 6) SOUTH 56° 26' 06" EAST, 539.12 FEET;
- 7) SOUTH 43° 40' 55" EAST, 7.06 FEET;
- 8) NORTH 49° 12' 15" EAST, 473.28 FEET;

TO THE TRUE POINT OF BEGINNING.

PER CERTIFICATE OF COMPLIANCE NO. PLLA-2022-00012B, RECORDED NOVEMBER 3, 2022 AS

DOCUMENT NO. 2022-0364821, OF OFFICIAL RECORDS.

APN: 0349-201-06 (PORTION)



**Exhibit "C"**  
Legal Description and Plat of Drainage Easement Area

LEGAL DESCRIPTION  
STORM DRAIN EASEMENT

THAT PORTION OF THE RANCHO MUSCUIABE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1, PAGE 24 OF MAPS, RECORDS OF SAID COUNTY, AND RECORDED IN BOOK 7, PAGE 23 OF MAPS, RECORDS OF SAID COUNTY; AND LOT "N", BLOCK 12, MEYER AND BARCLAY SUBDIVISION, AS PER PLAT RECORDED IN BOOK 12, PAGE 18 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MUSCUIABE RANCHO LINE WITH A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 25.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OF FOREST LANE AS SHOWN ON RECORD OF SURVEY 21-00173, AS PER MAP FILED IN BOOK 173, PAGES 58 THROUGH 60, INCLUSIVE, OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, NORTH 59°13'07" EAST 622.55 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°46'53" EAST 37.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 83.00 FEET, A RADIAL TO WHICH BEARS NORTH 11°31'27" EAST;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 36°50'00", AN ARC LENGTH OF 53.36 FEET;

THENCE SOUTH 41°38'32" EAST 8.49 FEET;

THENCE NORTH 56°46'58" EAST 16.13 FEET;

THENCE SOUTH 31°05'24" EAST 68.52 FEET;

THENCE SOUTH 58°54'36" WEST 2.45 FEET;

THENCE SOUTH 31°05'24" EAST 65.07 FEET;

THENCE NORTH 58°27'04" EAST 51.33 FEET;

THENCE NORTH 31°39'03" WEST 76.38 FEET;

THENCE SOUTH 58°20'57" WEST 21.59 FEET;

THENCE NORTH 31°39'03" WEST 115.79 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 58.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 64°25'24", AN ARC LENGTH OF 65.22 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL 4 AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. PLLA-2022-00012D RECORDED NOVEMBER 3, 2022 AS DOCUMENT NO. 2022-0364855 OFFICIAL RECORDS;

THENCE SOUTH 31°36'18" EAST 19.69 FEET;

THENCE SOUTH 59°13'07" WEST 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,850 SQUARE FEET OR 0.249 ACRES, MORE OR LESS.

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

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.



**Legal and Plat  
APPROVED.**  
12/20/2023 11:15:57 AM

**SURVEYOR:**

PREPARED UNDER THE DIRECTION OF:

 12/18/2023  
NAVEEN K. GALI DATE  
P.L.S. NO. 9123  
EXP. SEPT. 30, 2024



Last Update: 12/18/23

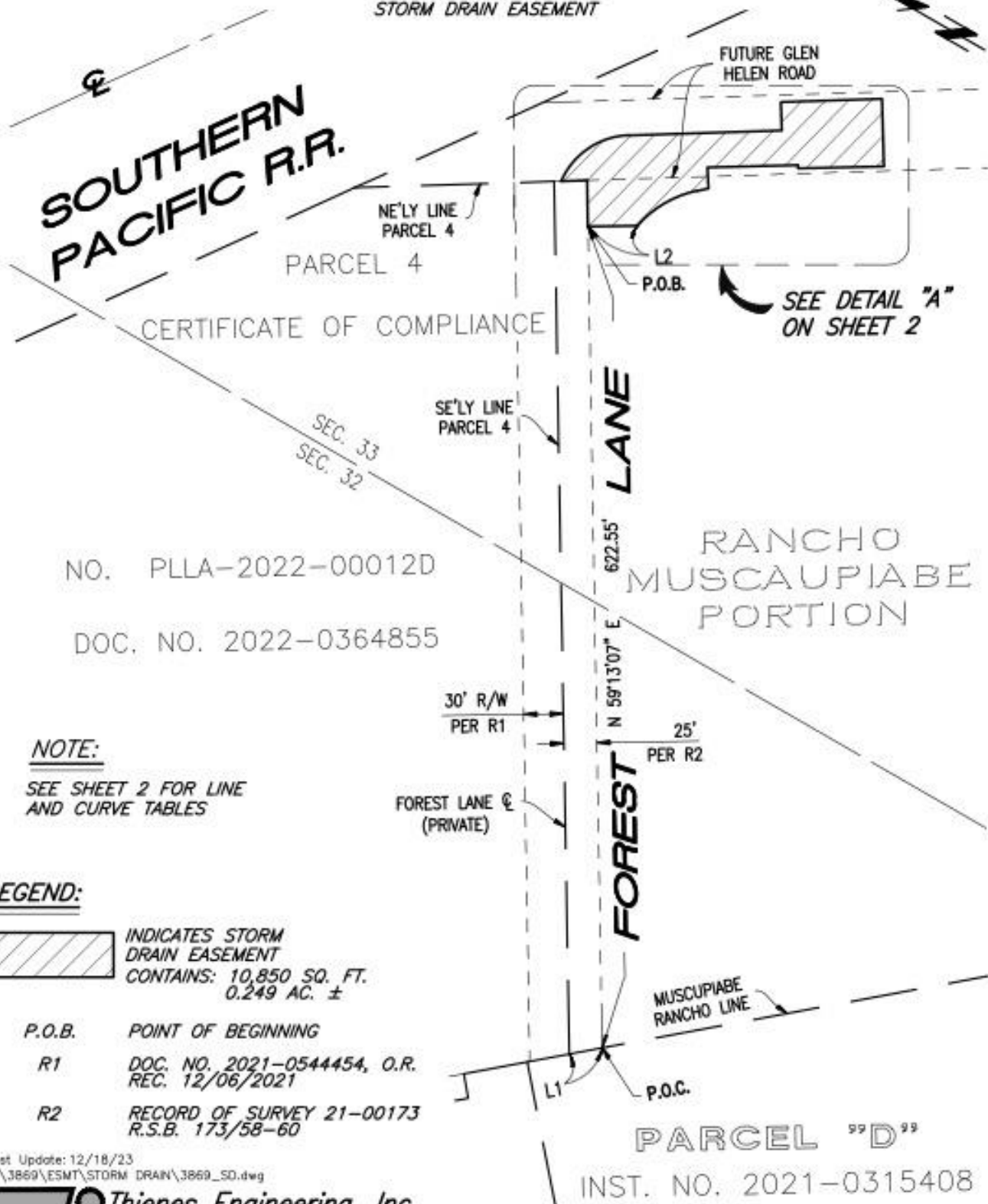
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**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH (714) 521-4811 FAX (714) 521-4173

SCALE: 1" = 100'

SHEET 1 OF 2

LEGAL DESCRIPTION  
STORM DRAIN EASEMENT



**SOUTHERN  
PACIFIC R.R.**

NE'LY LINE  
PARCEL 4  
PARCEL 4

CERTIFICATE OF COMPLIANCE

SEC. 33  
SEC. 32

SE'LY LINE  
PARCEL 4

**LANE**

622.55'

N 59°13'07" E

**FOREST**

L1

FUTURE GLEN  
HELEN ROAD

L2  
P.O.B.

SEE DETAIL "A"  
ON SHEET 2

RANCHO  
MUSCAUPIABE  
PORTION

30' R/W  
PER R1

25'  
PER R2

FOREST LANE &  
(PRIVATE)

MUSCUPIABE  
RANCHO LINE


P.O.C.

PARCEL "D"

INST. NO. 2021-0315408

NOTE:  
SEE SHEET 2 FOR LINE  
AND CURVE TABLES

LEGEND:

 INDICATES STORM  
DRAIN EASEMENT  
CONTAINS: 10,850 SQ. FT.  
0.249 AC. ±

- P.O.B. POINT OF BEGINNING
- R1 DOC. NO. 2021-0544454, O.R.  
REC. 12/06/2021
- R2 RECORD OF SURVEY 21-00173  
R.S.B. 173/58-60

Last Update: 12/18/23  
O:\3869\ESMT\STORM DRAIN\3869\_SD.dwg

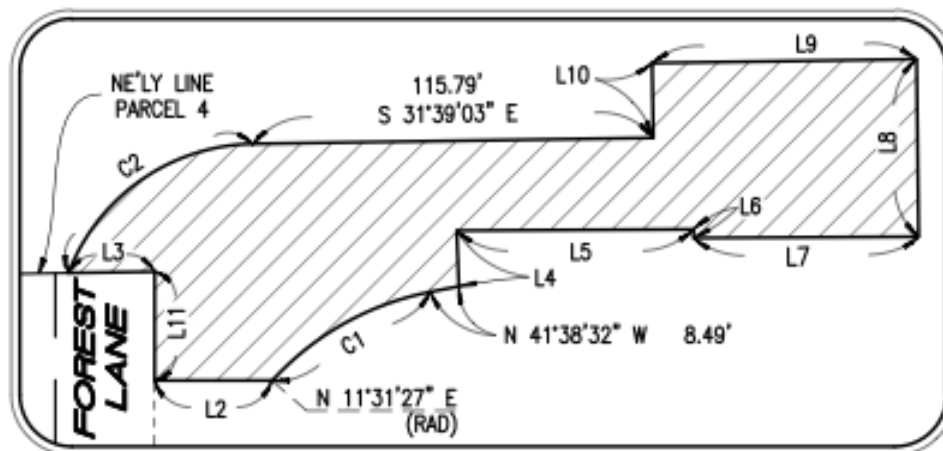
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**LEGAL DESCRIPTION**  
**STORM DRAIN EASEMENT**



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 40°22'02" E	25.25'
L2	N 30°46'53" W	37.63'
L3	S 31°36'18" E	19.69'
L4	S 56°46'58" W	16.13'
L5	N 31°05'24" W	68.52'
L6	N 58°54'36" E	2.45'
L7	N 31°05'24" W	65.07'
L8	S 58°27'04" W	51.33'
L9	S 31°39'03" E	76.38'
L10	N 58°20'57" E	21.59'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	36°50'00"	83.00'	53.36'
C2	64°25'24"	58.00'	65.22'



DETAIL "A"  
N.T.S.

LEGEND:



INDICATES STORM  
DRAIN EASEMENT  
CONTAINS: 10,850 SQ. FT.  
0.249 AC. ±

Last Update: 12/18/23  
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**TEI** Thienes Engineering, Inc.  
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SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

*Naveen K. Gali* 12/18/2023  
NAVEEN K. GALI DATE  
P.L.S. NO. 9123  
EXP. SEPT. 30, 2024

