

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works
825 East Third Street, Room 145
San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

| | | |
|--------------------------|--|--------------------------------------|
| UNINCORPORATED AREA | TEMPORARY CONSTRUCTION EASEMENT | DOCUMENT TRANSFER TAX \$ 0.00 |
| A.P.N. 3065-171-31 (ptn) | | Dept. Code : 11700 (Transportation) |

Jose F. Tapia, a single man

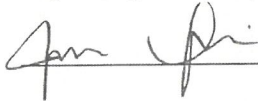
hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period of 12 months, commencing upon the beginning date of construction September 17, 2021 for reconstructing asphalt concrete (AC) driveway, removing a portion of concrete driveway and reconstructing to meet AC driveway, relocating wrought iron gate to right-of-way (RW) and adjusting to meet new driveway grade, removing existing chain link fence and installing new chain link fence to meet gate at RW, and other miscellaneous appurtenances thereto and terminating upon completion of the project known as Phelan Road Improvement Project, but terminating no later than September 17, 2022.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

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.



11/2/2021
Date

_____ Date

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____
Terry W. Thompson, Director
Real Estate Services Department

Township: _____ Range: _____ Section: _____

Geo Index: _____ Sect.: _____ Quad.: _____

Road Name(s) : Phelan Road

Project: Phelan Road Improvement Project

Work Order No. : H14995

Parcel No. (s) : TCE-1

A.P.N. (s) : 3065-171-31 (ptn)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

T4N, R6W, SEC 21 S B M.
Phelan Road
Right-of-Way Acquisition
H14995 - TCE-1
APN 3055-171-31

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

Those portions of a parcel, said parcel described as:

A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 6 WEST IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING NORTHEASTERLY OF 330 FOOT STRIP CENTERLINE SAID STRIP DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION SAID POINT BEING NORTH 89° 32' 58" EAST 2016.19 FEET FROM THE NORTHWEST CORNER OF SAID SECTION THENCE SOUTH 49° 12' 41" EAST 4352.44 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID SECTION SAID POINT BEING SOUTH 00° 39' 31" EAST 2869.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION.

EXCEPTING ADDITIONAL STREET PURSUANT TO DEED DATED MAY 26, 1989 AND RECORDED AS INSTRUMENT NO. 89-190697 AND

EXCEPTING ADDITIONAL STREET PURSUANT TO DEED DATED NOVEMBER 9, 1990, AND RECORDED AS INSTRUMENT NO. 90-448699.

Said portions described as follows:

Parcel "A"

Commencing at the intersection of Phelan Road and Sonora Road, said intersection being the **POINT OF COMMENCEMENT**;

thence South 89° 58' 26" West, a distance of 92.86 feet, along the centerline of Phelan Road;

thence South 00° 01' 34" East, a distance of 60.00 feet to the **POINT OF BEGINNING**;

thence South 89° 58' 26" West, a distance of 210.79 feet;

thence South 48° 51' 49" East, a distance of 15.95 feet;

thence North 89° 58' 26" East, a distance of 129.87 feet;

thence South 00° 32' 54" East, a distance of 14.50 feet;

thence North 89° 58' 26" East, a distance of 44.00 feet;

thence North 00° 32' 54" West, a distance of 14.50 feet;

thence North 89° 58' 26" East, a distance of 25.00 feet;

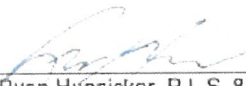
thence North 00° 32' 54" West, a distance of 10.50 feet to the **POINT OF BEGINNING**.

Described portion of land contains 2,790 square feet more or less.

T4N, R6W, SEC 21 S.B.M.
Pheasant Road
Right-of-Way Acquisition
H14995- TCE-1
APN 3065-171-31

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

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

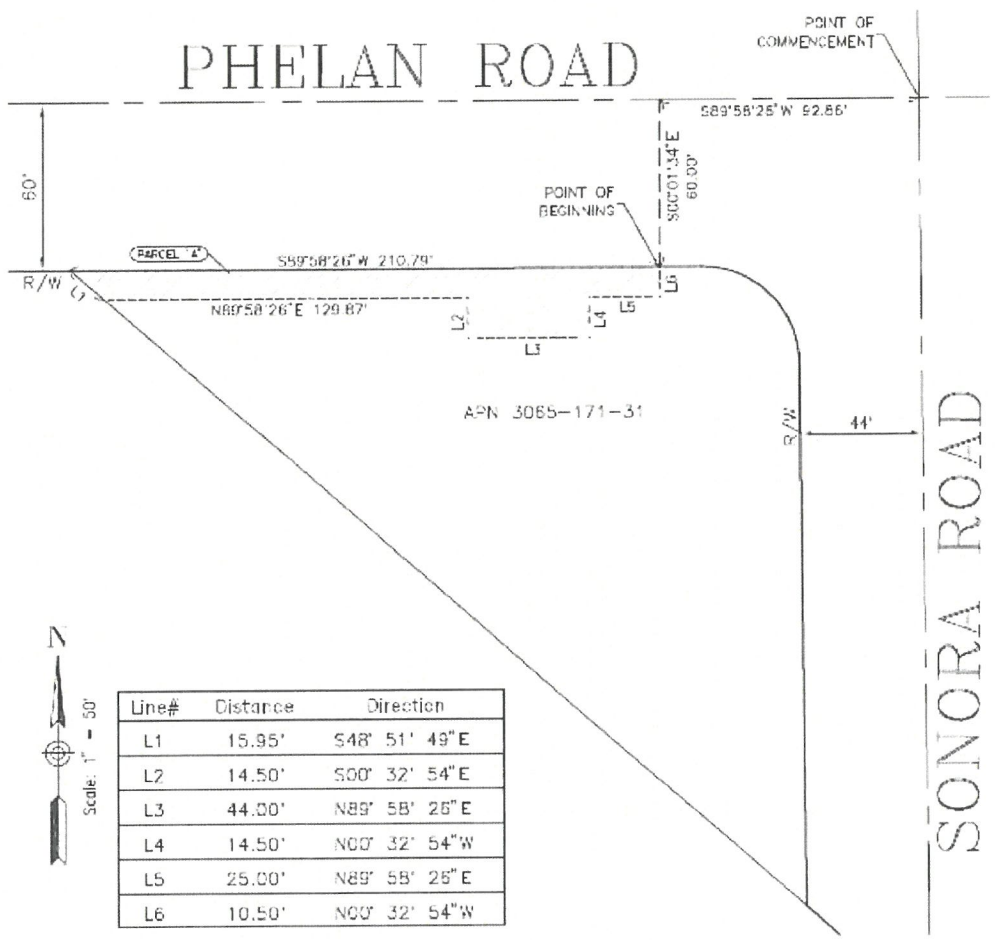
By:  7/1/21
Ryan Hunsicker, P.L.S. 8302 Dated
Deputy County Surveyor



| |
|---------------------|
| Job No. H14995 |
| Prepared by: SMD |

EXHIBIT "B"

Ptn N 1/2, NW 1/4 Sec. 21, T4N, R6W, SBM



| Line# | Distance | Direction |
|-------|----------|----------------|
| L1 | 15.95' | S48° 51' 49" E |
| L2 | 14.50' | S00° 32' 54" E |
| L3 | 44.00' | N89° 58' 26" E |
| L4 | 14.50' | N00° 32' 54" W |
| L5 | 25.00' | N89° 58' 26" E |
| L6 | 10.50' | N00° 32' 54" W |

 - Area of Temporary Construction Easement: 2,789 sq. ft.

NOTES:
This map has been compiled from record data and other available material and does not represent a field survey.

| W.O. No. | Parcel No. | Owner |
|----------|------------|-------|
| H14995 | TCE-1 | TAPIA |

San Bernardino County
Department of Public Works - Transportation

Right-of-Way Plat
PHELAN ROAD
at
Sonora Road
PHELAN AREA

September 9, 2021
6845 Phelan Road
Phelan CA 92371

RE: PHELAN ROAD INTERSECTION IMPROVEMENT PROJECT – TEMPORARY CONSTRUCTION EASEMENT
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ACQUISITION AGREEMENT

In consideration of the mutual covenants and agreements herein set forth, Jose F. Tapia (hereinafter referred to as SELLER), agree(s) to sell and convey to San Bernardino County, a body corporate and politic (hereinafter referred to as BUYER) a portion of property in temporary easement. This portion of real property to be acquired by temporary construction easement (hereinafter referred to as PROPERTY) is described in the attached deed(s) and exhibit(s) and which is (are) attached hereto and made a part hereof. Conveyance of said PROPERTY is by easement as set forth below and the PROPERTY valuation is summarized as follows:

| | |
|---|--------------------------|
| Value of Temporary Construction Easement (2,789 SF [one year]): | = \$500 (nominal) |
| Total Just Compensation: | = <u>\$500 (nominal)</u> |

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. The parties have herein set forth the whole of their agreement herein (this "Acquisition Agreement"). The performance of this Acquisition Agreement constitutes the entire consideration for said PROPERTY and shall relieve the BUYER, and its agent(s) of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvements.
2. BUYER agrees to pay SELLER for said PROPERTY and rights thereto the sum of **\$500** (FIVE HUNDRED AND 00/100 DOLLARS), which sums shall be paid to SELLER within thirty (30) days of receipt of the executed temporary construction easement.
3. BUYER and SELLER have agreed that included in the amount payable in paragraph 2, above, the SELLER is compensated in full for the actual possession and use of the Temporary Construction Easement identified for a period of one year. Said period to commence September 17, 2021 and to terminate no later than September 17, 2022. In the event an extension of said term is required by BUYER, the BUYER

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shall have the option, exercisable upon notice to SELLER, to extend the Temporary Construction Easement Term for up to an additional two (2) months. If COUNTY exercises said option, the COUNTY shall pay to SELLER an additional \$500 (FIVE HUNDRED AND 00/100 DOLLARS). Such amount for the extended term shall be paid to SELLER within ninety (90) days after the termination of the extended term.

4. SELLER represents and warrants to BUYER that the PROPERTY is not subject to any lease or tenancy, and there is no party other than SELLER who has an interest in the PROPERTY. However, if there are any leases on all or any portion of the PROPERTY with a term that coincides with that of the Temporary Construction Easement, including extension options, the SELLER agrees to hold BUYER, and assigns, harmless and reimburse the BUYER for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER for a period exceeding 60 days.

5. SELLER agrees to use its best efforts to satisfy, of record, at or before conveying said PROPERTY and rights, all encumbrances and special assessments that are a lien against the PROPERTY, as BUYER may require. PROPERTY will be free and clear of all encumbrances except:

a. Covenants, conditions, restrictions and reservations of record.

b. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.

6. Upon recordation of the instrument conveying the PROPERTY to BUYER, if applicable, BUYER will request cancellation of the real property taxes for the PROPERTY conveyed pursuant to Section 4986, California Revenue and Taxation Code, as amended. SELLER retains the right to apply to the County Tax Collector for refund of taxes paid for the period after closing pursuant to Revenue and Taxation Code Section 5096.7. The taxing authority will notify SELLER of any refund due SELLER resulting from the sale of the PROPERTY after a review and any subsequent adjustment of the property tax assessment by the County Assessor.

7. SELLER agrees that BUYER may, notwithstanding the prior acceptance of this Acquisition Agreement, acquire title to said PROPERTY and rights by condemnation or other judicial proceedings, in which event SELLER agrees to cooperate with BUYER in the prosecution of such proceedings; SELLER agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of said PROPERTY and rights; SELLER agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the purchase price for the PROPERTY and rights and shall be prorated among all persons having an interest in this PROPERTY as their respective interests may appear.

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8. Unless a prior Possession and Use Agreement is executed by BUYER and SELLER, BUYER shall not occupy the PROPERTY prior to the commencement of the temporary construction easement.

9. SELLER hereby represents and warrants that during the period of SELLER's ownership of the PROPERTY, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the PROPERTY. SELLER further represents and warrants that SELLER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the PROPERTY which may have occurred prior to SELLER taking title to the PROPERTY.

The purchase price of the PROPERTY acquired in this transaction reflects the fair market value of the PROPERTY without the presence of a Hazardous Substance Condition. If the PROPERTY being acquired is found to be contaminated by the presence of a Hazardous Substance Condition which requires remediation, mitigation or cleanup under Federal or State law, BUYER may elect to recover its remediation, mitigation and cleanup costs from those who caused or contributed to the contamination. SELLER agrees to grant to BUYER, but only to the extent necessary (SELLER may reserve equal or greater rights), any rights to require/recover remediation, mitigation or cleanup costs it may have against any person or entity, including but not limited to SELLER, who may have caused or contributed to such contamination.

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

11. All terms and conditions with respect to this Acquisition Agreement are expressly contained herein and SELLER agrees that no representative or agent of BUYER, has made any representation or promise with respect to the purchase of the PROPERTY or this Acquisition Agreement not expressly contained herein.

12. The parties to this contract shall, pursuant to Section 21.7 (a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Section 50.3.

13. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

[SIGNATURES ON THE FOLLOWING PAGE]

September 9, 2021

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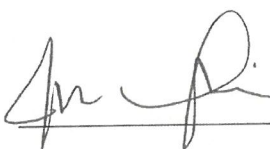
Phelan CA 92371

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The foregoing ACQUISITION AGREEMENT is subject to approval by the Board of Supervisors of San Bernardino County and shall become effective and contractually binding only upon Board of Supervisors approval at a properly noticed public meeting at which a quorum of the Board of Supervisors was present, and execution by a duly authorized County of San Bernardino officer, and SELLER approval and execution.

SELLER(s):

By:  _____ 11/2/2021 _____
Date

By: _____
Date

BUYER: San Bernardino County

By: _____ Date _____
Chair of the Board