

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
25-845

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Hermosa Vista, LLC</u>
Contractor Representative	<u>Manuel Badiola</u>
Telephone Number	<u>(909) 518-1576</u>
Contract Term	<u>N/A</u>
Original Contract Amount	<u>\$79,000.00 plus reimbursement of administrative costs estimated at \$20,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$79,000.00 plus reimbursement of administrative costs estimated at \$20,000</u>
Cost Center	<u>1910002518</u>
GRC/PROJ/JOB No.	<u>3800 4480</u>
Internal Order No.	<u></u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract: Easement Acquisition Agreement and Escrow Instructions for the conveyance of an approximately 0.65-acre easement over San Bernardino County Flood Control-owned property in Rancho Cucamonga (portion of Assessor's Parcel Number 1074-191-32-0000) for storm drain purposes.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>► See Signature Page</p> <p>Agnes Cheng, County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>► _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► <i>Brandon Ocasio</i></p> <p>Brandon Ocasio, Real Property Manager, RESD</p> <p>Date 9/29/25</p>
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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*
Dawn Rowe
Chair, Board of Supervisors

OCT 21 2025
Date

APPROVED AS TO LEGAL FORM:

Laura Feingold
~~Tom Bunton~~, County Counsel
San Bernardino County, California

By: *Agnes Cheng*
Agnes Cheng
Deputy County Counsel

Date: 10/6/2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
LYNNA MONTANO
Clerk of the Board



By: _____

GRANTEE: Hermosa Vista, LLC

By: _____

Name: *Walter Sapiro*

Title: *CEO*

Date: *10-7-2025*

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

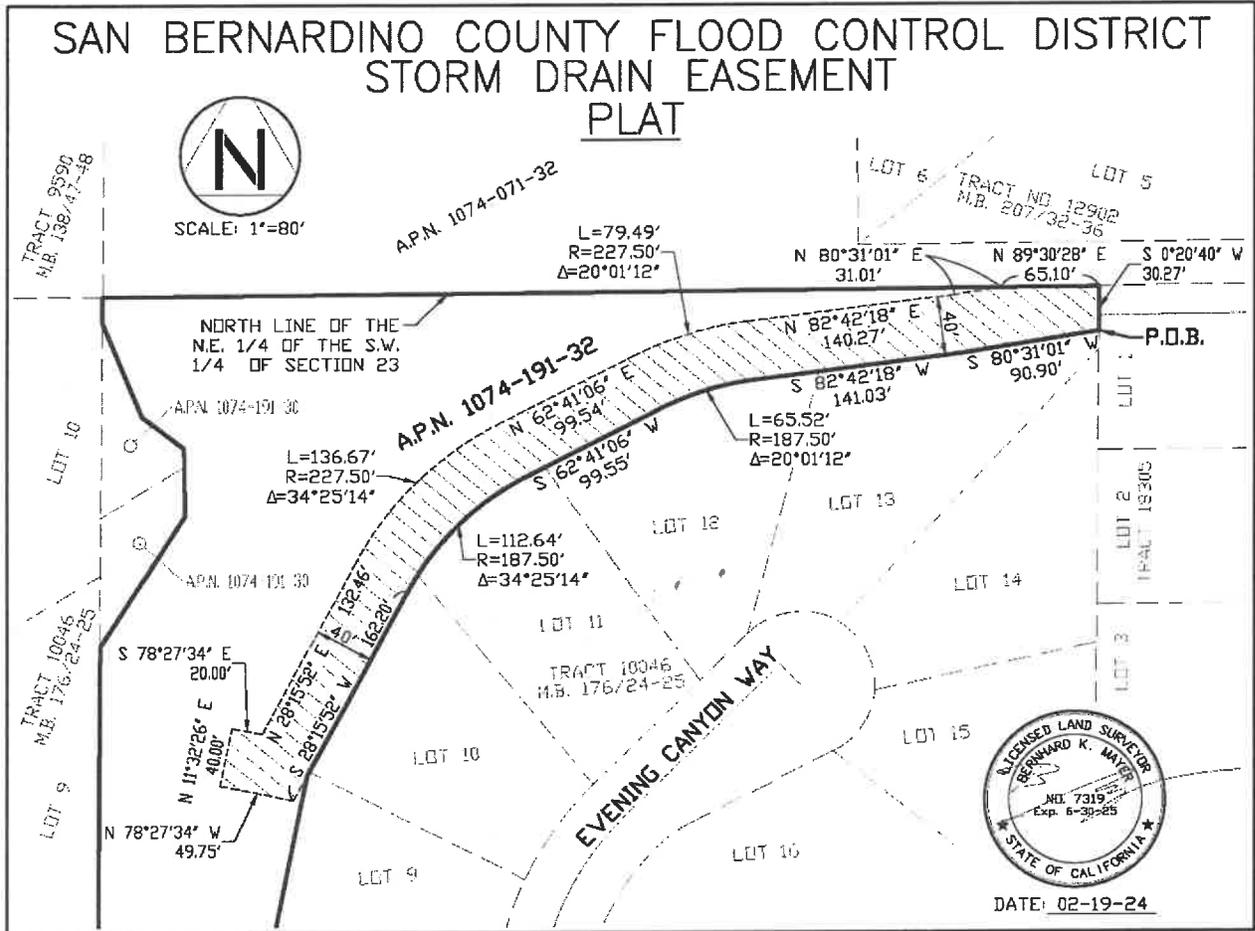


EXHIBIT 3
Form of Easement Deed
(exhibit starts on following page)

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.

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

1. Name of Grantee: Afermosa 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 BAJOIA

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.