

Recording Requested By:

County of San Bernardino
Department of Public Works

Mail To:

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

RECORDER:

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

Project: Hesperia Drainage
System No.: 4-451
Parcel No.: 27
Dept. Code: 11600

EASEMENT DEED
(Drainage and Flowage)

D.P. No.: 4.400/
APN: 0357-511-49 (ptn)
Date: June 29, 2020

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$

- 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: _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California, hereinafter referred to as "**Grantor**,"

does hereby grant to the **COUNTY OF SAN BERNARDINO**, a body corporate and politic of the State of California, hereinafter referred to as "**Grantee**,"

a non-exclusive drainage easement (hereinafter "easement" or "grant") for stormwater drainage purposes in, over, and across a certain portion of real property of the **Grantor** located in the City of Hesperia, County of San Bernardino, State of California, hereinafter referred to as the "**Easement Area**," more particularly described in **Exhibit "A**," Legal Description and depicted in **Exhibit "B**," Plat, each attached hereto and made a part of .

Mail Tax Statement as Directed Above

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 Area**. The use of the word “grant” herein shall not imply any warranty on the part of the Grantor with respect to the **Easement Area**.

THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS:

- 1) This easement is subject to the **Grantor's** superior right to use the **Easement Area** and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Area** for **Grantor's** use without any compensation to **Grantee**, whether for damages or otherwise, or claims by **Grantee** with respect thereto.
- 2) **Grantor** may temporarily close off the **Easement Area** (or portions thereof) to **Grantee** (which includes **Grantee Parties**) if **Grantor** determines such closure is necessary to preserve the public's health and safety as determined in **Grantor's** sole discretion and shall make best efforts to give **Grantee** at least 48 hours prior notice of any planned closure. In the event of a closure of the **Easement Area** by **Grantor**, **Grantor** shall promptly commence reasonable efforts to mitigate the condition necessitating the closure and, subject to the preservation of the public's health and safety, diligently prosecute efforts to achieve the reopening of the **Easement Area**.
- 3) The **Easement Area** may be used solely for stormwater drainage purposes and those permitted structures as described in Permit No. P-420200012, on file in the Permit Section of the **Grantor**, in, over and across the **Easement Area** and for no other purposes. **Grantor** shall at all times have free and clear access over and across the **Easement Area**.
- 4) **Grantee** shall at all times and at its sole cost and expense, maintain the **Easement Area** and all improvements constructed (or caused to be constructed) thereon, as permitted by this easement. The **Grantee** shall keep the **Easement Area** in good condition and repair and free of weeds and trash. **Grantee** shall promptly and diligently execute all duties such as mandatory monitoring and reporting activities, maintenance and repair obligations. **Grantee** shall be responsible for any damage caused by the use of the **Easement Area** by **Grantee** and any permitted improvements thereon, and **Grantee** shall promptly repair all such damage to **Grantor's** and any responsible regulatory agencies' complete satisfaction at **Grantee's** sole cost and expense.
- 5) **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Area** (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 Area**, as reasonably determined by **Grantor**.
- 6) **Grantee** shall submit, in advance of the commencement of any improvements, all plans for installation and construction or reconstruction of improvements within the **Easement Area** to **Grantor** for review and approval, which approval shall be granted or denied in **Grantor's** sole discretion and **Grantee** shall obtain a permit from the **Grantor** for such work. **Grantee** shall, at its sole cost and expense, secure and

maintain all necessary permits and approvals from other appropriate local, state, and federal agencies for **Grantee's** use of the **Easement Area** and any improvements permitted under this easement and comply with all applicable laws. Any permitted improvements constructed by **Grantee** shall be at **Grantee's** sole cost and expense.

- 7) Any costs incurred by **Grantor** for **Grantor's** use of the **Easement Area**, whether to construct, reconstruct, maintain, or otherwise use the **Easement Area** for **Grantor's** existing and/or future improvements on the **Easement Area** that are attributable to the use of the **Easement Area** by **Grantee** and the presence of any permitted **Grantee** improvements shall be solely borne by **Grantee**. In the event that **Grantor** determines that it is necessary for any permitted **Grantee** improvements located on the **Easement Area** to be relocated or modified due to **Grantor's** use of the **Easement Area**, **Grantee** shall solely bear all such costs and **Grantee** shall promptly remove or modify said improvements as required by **Grantor**.
- 8) In the event of abandonment by **Grantee** of the **Easement Area** and the rights granted herein, this easement shall automatically terminate, and **Grantee** shall thereupon, without cost to **Grantor**, restore the **Easement Area** to a condition as near as possible to that which existed on the date this easement is executed by **Grantor**, and deliver to **Grantor** a quitclaim of the **Easement Area** and the rights granted herein. Non-use of the **Easement Area** for a period of ten (10) years from the date this easement is executed by **Grantor** shall constitute conclusive evidence of such abandonment.
- 9) In the event of a default by **Grantee** 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 an 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** 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.
- 10) 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.
- 11) This easement shall be governed by the laws of the State of California.
- 12) This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of the County of San Bernardino.

- 13) 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.
- 14) 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 such case **Grantor** reserves the right, in its sole discretion, to declare this easement deed null and void, and the **Grantee** shall then comply with the restoration terms herein.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed the day and year written below and have agreed to be bound by the terms and conditions hereof.

GRANTOR: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: _____

Title: Chairman of the Board of Supervisors

Date: _____

GRANTEE: COUNTY OF SAN BERNARDINO

By: _____

Name: _____

Title: Chairman of the Board of Supervisors

Date: _____

EXHIBIT "A"

Legal Description

That portion of the west half of the south half of the southeast quarter of the southwest quarter of Section 35, Township 4 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, said portion being more particularly described as follows:

COMMENCING at the southwest corner of said southeast quarter of the southwest quarter of Section 35;

Thence along the south line said southeast quarter of the southwest quarter of Section 35, said south line also being the centerline of Ranchero Road, North 89°34'28" East a distance of 265.54 feet;

Thence leaving said south line and said centerline of Ranchero Road, along a line that is perpendicular thereto, North 00°25'32" West a distance of 60.00 feet to a point on a line that is parallel with and 60.00 feet northerly of, as measured at right angles to, said south line and said centerline of Ranchero Road, said parallel line also being the northerly right-of-way line of said Ranchero Road as said northerly line is described in Parcel "A" of that certain Grant of Easement recorded November 19, 2012 as Document Number 2012-0493214 of Official Records of said County, said point also being the TRUE POINT OF BEGINNING;

Thence continuing along said perpendicular line, North 00°25'32" West a distance of 85.00 feet to a point on a line that is parallel with and 145.00 feet northerly of, as measured at right angles to, said south line and said centerline of Ranchero Road;

Thence along said parallel line, South 89°34'28" West a distance of 97.98 feet;

Thence leaving said parallel line, South 69°35'53" West a distance of 146.39 feet to a point on the easterly right-of-way line of Foley Road and the northeasterly corner of Parcel "C" as described in said Grant of Easement, said northeasterly corner being a point on a line that is parallel with and 30.00 feet easterly of, as measured at right angles to, the west line of said southeast quarter of the southwest quarter of Section 35, said west line also being the centerline of Foley Road, said northeasterly corner of Parcel "C" also being the most northerly corner of Parcel "E" as described in said Grant of Easement, said northerly corner being the point of tangency of said easterly right-of-way line of Foley Road and a 35.00-foot radius curve concave northeasterly as described in said Parcel "E", a radial bearing through said point bears South 89°33'33" West;

Thence southeasterly along said curve, as described in said Parcel "E", through a central angle of 89°58'44" an arc distance of 54.96 feet to a point of tangency with said northerly right-of-way line of Ranchero Road as described in said Parcel "A", said point of tangency also being the most easterly corner of said Parcel "E";

Thence along said northerly right-of-way line of Ranchero Road as described in said Parcel "A", North 89°34'28" East a distance of 200.57 feet to the POINT OF BEGINNING.

(affects APNs 0357-511-49)

(end Exhibit "A")

Job No.: H14943 Ranchero Rd
Prepared by: D.W.

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

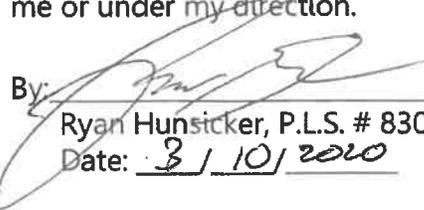
By: 
Ryan Hunsicker, P.L.S. # 8302
Date: 3/10/2010



EXHIBIT "B"

PTN SW 1/4 Sec. 35, T4N, R5W, SBM

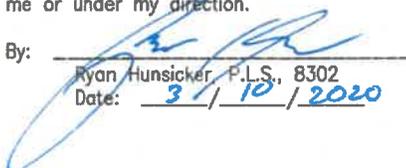
Parcel 3

PARCEL MAP 0602, PMB 114/B0-00

Parcel 4

N89°34'07"E 660.32' (N88°54'34"E 660.49')

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

By: 
 Ryan Hunsicker, P.L.S., 8302
 Date: 3 / 10 / 2020



FOLEY ROAD (N01°06'08"W 659.83')

C1
 Exist. R/W
 R=[35.00']
 $\Delta=89°58'44"$
 L=54.97'
 T=34.99'

- L1 - N00°25'32"W 85.00'
- L2 - S89°34'28"W 97.98'
- L3 - S69°35'53"W 146.83'
- L4 - S89°33'33"W [30.00']
- L5 - N89°34'28"E 200.57'

APN 0357-511-49
 COUNTY of SAN BERNARDINO
 FLOOD CONTROL DISTRICT
 Oak Hills Basin

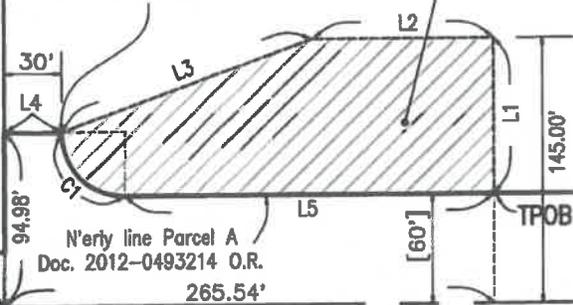
Doc. 2017-0379205 recorded 09-13-2017
 W1/2 S1/2 SE1/4 SW1/4 Section 35, T 4 N, R 5 E, SBM
 Except that ptn described in Doc. 86-300279 O.R.



N00°26'56"W 659.90' (N01°06'37"W 659.88')

NE'erly cor Parcel C
 and N'erly cor Parcel E
 Doc. 2012-0493214 O.R.

DE-31



N'erly line Parcel A
 Doc. 2012-0493214 O.R.

Existing R/W
RANCHERO ROAD

POC W 1/16 cor Sec 35 T4N,R5W SBM
 N89°34'28"E 660.41' (N88°54'47"E 660.58')



- Area of Drainage Easement:
 16,320 sq. ft.

Printed: 03-06-2020

NOTES:

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

CSBFCD - County of San Bernardino Flood Control District

POC - Point of Commencement

TPOB - True Point of Beginning

{ } - Record per Parcel Map 9592, PMB 114/89-90

[] - Record per Doc. 2012-0493214 O.R., Ranchero Road

W.O. No.	Parcel No.	Owner
H14943	DE-31	CSBFCD

County of San Bernardino
Department of Public Works - Transportation

Right-of-Way Plat
RANCHERO ROAD
 between
Mariposa Rd and Seventh Ave
 HESPERIA AREA