

## STATEMENT OF JUST COMPENSATION

**OWNER:** Cadiz Inc, a Delaware corporation

**APN:** 0558-151-15 (portion)

**ZONING:** RC – Resource Conservation

**HIGHEST AND BEST USE:** (As if vacant) hold for residential development / (As improved) not applicable

### DATE OF VALUATION:

In compliance with Chapter 16, Section 7260 (et seq) of Division 7, Title 1 of Government Code and based on a recent waiver valuation, which is a permitted administrative valuation process for low-value/non-complex acquisitions, qualified San Bernardino County (County) personnel, following an inspection of the easement area, has determined that just compensation for the temporary construction easement interest and rights to be granted to the County has the following fair market value:

Temporary Construction Easement: \$500

**AMOUNT ESTABLISHED AS JUST COMPENSATION** **\$500**

Type of property being acquired:

Land (X) Improvements ( ) Fixtures ( )

Interest being acquired by:

Fee ( ) Easement ( ) Temporary Construction Easement (X )

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement for which the easement interest is to be acquired or by the likelihood that the temporary construction easement interest would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

**NOTE:** Your signature below does not indicate acceptance of this offer, but only the receipt of this Statement of Just Compensation.

**GRANTOR:** Cadiz Inc

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



## ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001 ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this Agreement.

### RECITALS

- A. Grantor is the fee owner of certain real property described as vacant land on National Trails Hwy, Amboy, CA 92304, County of San Bernardino, commonly identified as APN 0655-232-01 ("Grantor's Property").
- B. Grantee intends to complete a public project known as the National Trails Highway at 10 Bridges Project ("Project"), which generally consists of replacing certain bridge(s).
- C. To complete the Project, Grantee seeks to acquire, and Grantor is willing to grant and convey to the Grantee two temporary construction easements ("TCEs") over a portion of the Grantor's Property ("TCE Area") as each area is legally described and depicted in the plat map on Attachment "1," attached hereto (collectively, the "TCE Area").

	Type of Acquisition	Size of Acquisition
TCE-3	Temporary Construction Easement	21,803 sf
TCE-4	Temporary Construction Easement	20,578 sf
	Total sf:	42,381sf

- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract are required to and shall comply with all elements of Title VI of the Civil Rights Act of 1964.

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.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to execute two TCEs in substantially the form attached as Attachment "2," attached hereto, to grant two TCEs in, on, over, under, and across the TCE Area to Grantee for use by Grantee and its employees, agents, contractors and consultants, and assigns simultaneous with its execution of this Agreement for a period to commence on May 1, 2025 and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027.

2. GRANTEE agrees to pay GRANTOR for said two TCEs and rights thereto the total sum of **\$500.00 (FIVE HUNDRED AND NO 00/100THS DOLLARS)** ("Just Compensation"), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: i) Grantor's execution of the Agreement and the TCEs, and ii) approval of the acquisition and form of TCE by the GRANTEE's Board of Supervisors and execution of the Agreement by the GRANTEE's authorized signatory. In the event GRANTEE does not complete construction of the Project during the initial term of the TCEs, the parties may amend this Agreement by mutual written agreement to provide for GRANTOR's grant of two new TCEs for an extended term.

3. Amount Established as Just Compensation ("Compensation")

Value of two-year Temporary Construction Easement (42,381 sq. ft.) = \$500.00

Subtotal = \$500.00

**AMOUNT ESTABLISHED AS JUST COMPENSATION: = \$500.00**

4. GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the TCE Area held by any tenant of GRANTOR for a period exceeding one month.

5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the two TCEs and the rights therein, all encumbrances and special assessments that are a lien against the TCE Area, as GRANTEE may require.

6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the TCE Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the Compensation hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the TCE Area areas as their respective interests may appear; and GRANTOR agrees that the said Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the TCEs and the right to use the TCE Area.

7. Reserved.

8. GRANTEE agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the GRANTEE, to pay the premium charged thereof.

9. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Grantor's PROPERTY, there have been no disposals, releases, or threatened releases of hazardous substances or hazardous wastes on, from, or under the Grantor's PROPERTY. GRANTOR further represents



and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Grantor's PROPERTY which may have occurred prior to GRANTOR taking title to the Grantor's PROPERTY.

The Just Compensation of the TCEs acquired in this transaction reflects the fair market value of the TCE Area without the presence of a hazardous substance condition. If the TCE Area 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, GRANTEE may elect to recover its remediation, mitigation, and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE, but only to the extent necessary (GRANTOR 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 GRANTOR, who may have caused or contributed to such contamination.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the TCE Area by GRANTEE or its employees, agents, contractors and consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence on the commencement date stated in the TCEs, provided that the amount of funds as specified in paragraph 2 are paid to the grantor(s). The amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date. It is further understood and agreed that the amount payable in Paragraph 2 herein includes compensation in full for the actual possession and use of the TCE Area for the period commencing on July 1, 2025 and terminating on the earlier of the Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to GRANTOR.

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

12. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

To GRANTOR:      Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees for the Dalnay  
Family Trust dated November 13, 2001  
12022 Mc Girk Ave  
El Monte, CA 91732



To GRANTEE:

San Bernardino County  
c/o Real Estate Services Department  
Attention: Brandon Ocasio, Manager of Acquisitions  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180  
Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov

13. **POLITICAL CONTRIBUTIONS:** GRANTOR has disclosed to the GRANTEE using Attachment "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of (1) the date of the submission of GRANTOR's proposal to the GRANTEE, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE'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 the GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.

14. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE, has made any representation or promise with respect to the acquisition of the TCEs or this Agreement not expressly contained herein.

15. The acquisition of the TCEs is subject to approval by the GRANTEE's Board of Supervisors and shall require prior to the execution of this Agreement by the Grantee's authorized signatory. Until such time, that said approval has been obtained and the Agreement has been signed by the GRANTEE's authorized signature, this Agreement and the TCE shall have no legal effect.

**GRANTOR(s):** Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees for the Dalnay Family Trust dated November 13, 2001

By:

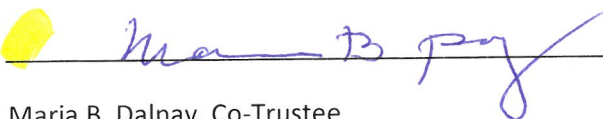


Apolonio L. Dalnay, Co-Trustee

Date

10-11-24

By:



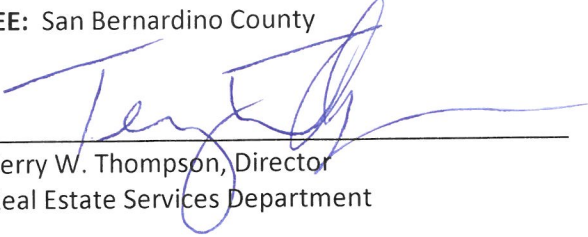
Maria B. Dalnay, Co-Trustee

Date

10-11-24

**GRANTEE:** San Bernardino County

By:

  
Terry W. Thompson, Director  
Real Estate Services Department

  
Date

NOT FOR BID

**ATTACHMENT "1"**

**Legal Description and Plat Map for TCE #3 and TCE #4**

(see following pages)

NOT FOR BID



T7N, R16E, SEC 16 S.B.M.  
National Trails Highway @ Adena Ditch  
Right-of-Way Acquisition  
H14853 - TCE-3  
APN 0655-232-01

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**

That portion of a parcel, said parcel described as:

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 16 EAST,  
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF  
CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTHERLY AND WESTERLY OF  
STATE HIGHWAY U.S. 66.

Said portion described as follows:

**Parcel "A"** (National Trails Highway)

Commencing at the southwesterly corner of said parcel, said point also being a point on  
the southerly right-of-way line of National Trails State Highway 66, as shown on State  
Highway Map adopted by the California State Commission on February 20, 1930, said  
point also being the **POINT OF COMMENCEMENT**;

thence along said right-of-way North 47° 46' 31" East, a distance of 81.48 feet to a  
point, said point also being the **POINT OF BEGINNING**;

Thence continuing along said right-of-way North 47° 46' 31" East, a distance of 411.57  
feet;

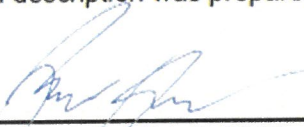
Thence continuing southeasterly along said right-of-way South 42° 13' 29" East, a  
distance of 105.95 feet;

Thence leaving said right-of-way South 62° 12' 40" West, a distance of 424.99 feet to  
the **POINT OF BEGINNING**.

Described portion of land contains 21,803 square feet more or less.

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.

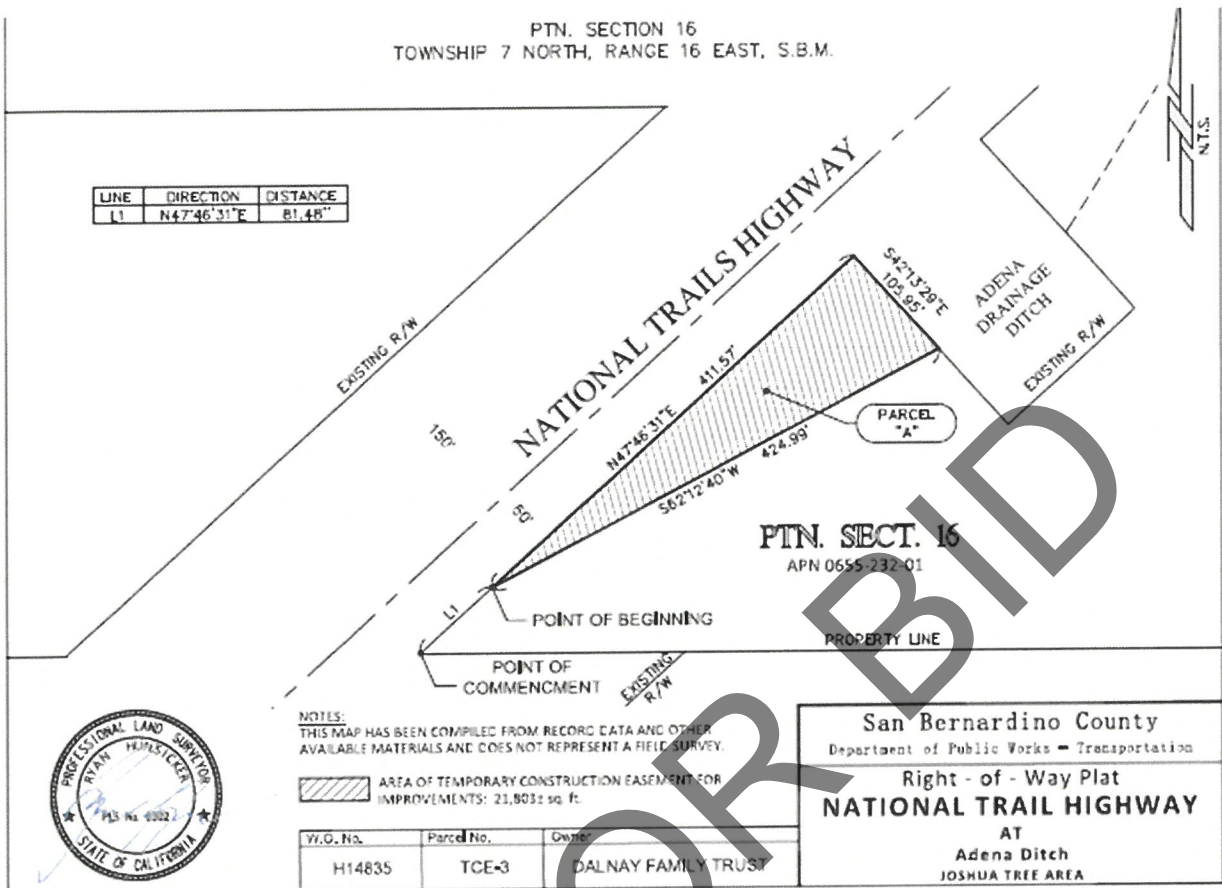
By:  6/16/2023  
Ryan Hunsicker, P.L.S. 8302 Dated  
Deputy County Surveyor



Job No. H14853
Prepared by: GEG

PTN. SECTION 16  
TOWNSHIP 7 NORTH, RANGE 16 EAST, S.B.M.

LINE	DIRECTION	DISTANCE
L1	N47°46'31"E	81.48"



T7N, R16E, SEC 16 S.B.M.  
National Trails Highway @ Adena Ditch  
Right-of-Way Acquisition  
H14853 - TCE-4  
APN 0655-232-01

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**

That portion of a parcel, said parcel described as:

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 16 EAST,  
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF  
CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTHERLY AND WESTERLY OF  
STATE HIGHWAY U.S. 66.

Said portion described as follows:

**Parcel "A"** (National Trails Highway)

Commencing at the northwesterly corner of said parcel, said point also being a point on  
the southerly right-of-way line of National Trails State Highway 66, as shown on State  
Highway Map adopted by the California State Commission on February 20, 1930, said  
point also being the **POINT OF COMMENCEMENT**;

Thence continuing along said right-of-way South 47° 46' 31" West, a distance of 865.98  
feet to a point, said point also being the **POINT OF BEGINNING**;

Thence leaving said right-of-way South 32° 31' 11" West, a distance of 402.65 feet to a  
point on said right-of-way, said point also being a northeasterly line of the Adena  
Drainage Ditch;

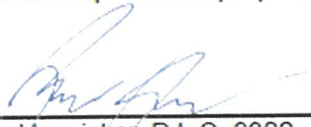
Thence continuing northwesterly along said right-of-way North 42° 13' 29" West, a  
distance of 105.95 feet;

Thence North 47° 46' 31" West, a distance of 388.46 feet to the **POINT OF  
BEGINNING**.

Described portion of land contains 20,578 square feet more or less.

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:   
Ryan Hunsicker, P.L.S. 8302  
Deputy County Surveyor

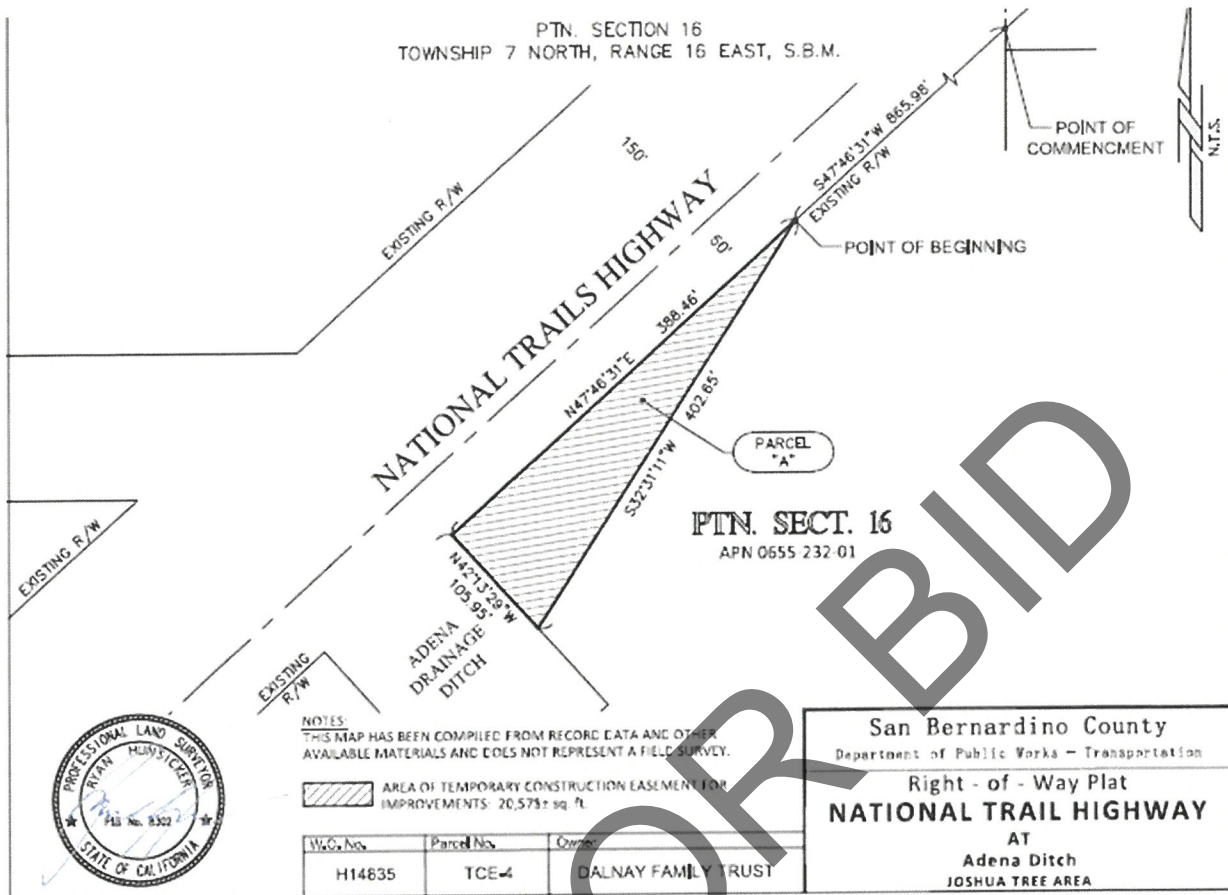
1/25/2024  
Dated



Job No. H14853
Prepared by: GEG



PTN. SECTION 16  
TOWNSHIP 7 NORTH, RANGE 16 EAST, S.B.M.



NOTES:  
THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER  
AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR  
IMPROVEMENTS: 20,573 ± sq. ft.

W.C. No.	Parcel No.	Owner
H14635	TCE-4	DALNAY FAMILY TRUST

San Bernardino County  
Department of Public Works - Transportation  
Right-of-Way Plat  
**NATIONAL TRAIL HIGHWAY**  
AT  
Adena Ditch  
JOSHUA TREE AREA

**ATTACHMENT "2"**

**FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 3 and TCE 4**

(see following page)

NOT FOR BID

**RECORDING REQUESTED BY:**

San Bernardino County  
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT  
and TAX STATEMENT TO:**

San Bernardino County  
Depart. of Public Works, County Surveyor  
825 East Third Street, Room 204  
San Bernardino, CA 92415-0835

**RECORDER:**

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

UNINCORPORATED AREA

A.P.N. 0655-232-01 (ptn)

**TEMPORARY  
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11700 (Transportation )

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated  
November 13, 2001

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 commence on May 1, 2025, and shall terminate on the  
earlier of grantee's completion, as determined by grantee, of its project known as National Trails  
Highway - Adena Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

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.

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated November 13,  
2001,

Name: Apolonia L. Dalnay  
Title: Co-Trustee of the Dalnay Family  
Trust dated November 13, 2001

Date

Name: Maria B. Dalnay  
Title: Co-Trustee of the Dalnay Family  
Trust dated November 13, 2001

Date

This is to certify that the interest in real property conveyed by the  
within instrument to San Bernardino County, 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

Township: 7N Range: 16E Section: 16

Road Name(s): National Trail Highway  
Project: Adena Bridge Project  
Work Order No.: H14853  
Parcel No. (s): TCE - 3  
A.P.N. (s): 0655-232-01 (ptn)



RECORDING REQUESTED BY:

San Bernardino County  
Department of Public Works

WHEN RECORDED MAIL DOCUMENT  
and TAX STATEMENT TO:

San Bernardino County  
Depart. of Public Works, County Surveyor  
825 East Third Street, Room 204  
San Bernardino, CA 92415-0835

RECORDER:

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

UNINCORPORATED AREA

A.P.N. 0655-232-01 (ptn)

**TEMPORARY  
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated November 13, 2001,

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 commence on May 1, 2025, and shall terminate on the earlier of grantee's completion, as determined by grantee, of its project known as National Trails Highway - Adena Bridge Project, or twenty-four (24) months thereafter or no later than April 30, 2027.

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.

Apolonio L. Dalnay and Maria B. Dalnay, as Co-Trustees of the Dalnay Family Trust dated November 13, 2001

BY: \_\_\_\_\_  
Apolonio L. Dalnay, Title: Co-Trustee Dated: \_\_\_\_\_  
of the Dalnay Family Trust dated  
November 13, 2001

BY: \_\_\_\_\_  
Maria B. Dalany, Title: Co-Trustee of the Dated: \_\_\_\_\_  
Dalay Family Trust dated November 13,  
2001

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, 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: 7N Range: 16E Section: 16

Road Name(s): National Trail Highway

Project: Adena Bridge Project

Work Order No.: H14853

Parcel No. (s): TCE - 4

A.P.N. (s): 0655-232-01 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ATTACHMENT "3"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE**

SENATE BILL 1439

**DEFINITIONS**

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Grantee's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Grantee in a proceeding on the matter; or (c) communicates with Grantee employees, for the purpose of influencing the Grantee's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Grantee's Board or Grantee employees for purposes of influencing the Grantee's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee's 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.

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

1. Name of Grantor: *Apolonio L. Dacay*  
*h B D*

2. Is the entity listed in Question No. 1 a non-profit 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:

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

6. Name of agent(s) of Grantor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):



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

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. 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 below, Grantor certifies that the statements made herein are true and correct. Grantor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable

## STATEMENT OF JUST COMPENSATION

**OWNER:** Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001

**APN:** 0655-232-01 (portion)

**ZONING:** RC – Resource Conservation

**HIGHEST AND BEST USE:** (As if vacant) hold for residential development / (As improved) not applicable

### DATE OF VALUATION:

In compliance with Chapter 16, Section 7260 (et seq) of Division 7, Title 1 of Government Code and based on a recent waiver valuation, which is a permitted administrative valuation process for low-value/non-complex acquisitions, qualified San Bernardino County (County) personnel, following an inspection of the easement area, has determined that just compensation for the temporary construction easement interest and rights to be granted to the County has the following fair market value:

Temporary Construction Easement: \$500

**AMOUNT ESTABLISHED AS JUST COMPENSATION** \$500

Type of property being acquired:

Land (X) Improvements ( ) Fixtures ( )

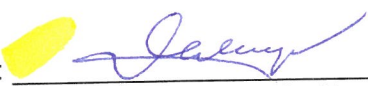
Interest being acquired by:

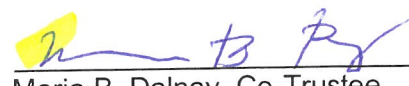
Fee ( ) Easement ( ) Temporary Construction Easement (X )

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement for which the easement interest is to be acquired or by the likelihood that the temporary construction easement interest would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

**NOTE:** Your signature below does not indicate acceptance of this offer, but only the receipt of this Statement of Just Compensation.

**GRANTOR:** Apolonio L. Dalnay and Maria B. Dalnay, as co-trustees of the Dalnay Family Trust dated November 13, 2001

By:   
Apolonio L. Dalnay, Co-Trustee

  
Maria B. Dalnay, Co-Trustee

*Standard and Special Drawings*  
*(Green Pages)*

*inserted here*

## ***Attachment B***

### ***LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)***

#### **STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) listed below are included in the project plans.

##### **ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

**A3A Abbreviations (Sheet 1 of 3)**

**A3B Abbreviations (Sheet 2 of 3)**

**A3C Abbreviations (Sheet 3 of 3)**

**A10A Legend - Lines and Symbols (Sheet 1 of 5)**

**A10B Legend - Lines and Symbols (Sheet 2 of 5)**

**A10C Legend - Lines and Symbols (Sheet 3 of 5)**

**A10D Legend - Lines and Symbols (Sheet 4 of 5)**

**A10E Legend - Lines and Symbols (Sheet 5 of 5)**

**A10F Legend - Soil (Sheet 1 of 2)**

**A10G Legend - Soil (Sheet 2 of 2)**

**A10H Legend - Rock**

##### **PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS**

**A20A Pavement Markers and Traffic Lines - Typical Details**

**A20B Pavement Markers and Traffic Lines - Typical Details**

**A20E Traffic Lines - Typical Details for Contrast Striping**

##### **EXCAVATION AND BACKFILL**

**A62A Excavation and Backfill - Miscellaneous Details**

**A62C Limits of Payment for Excavation and Backfill - Bridge**

##### **OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES**

**A73A Object Markers**

**A73B Markers**

**A73C Delineators, Channelizers and Barricades**

##### **MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS AND**

##### **TRANSITION TO METAL BEAM GUARDRAIL**

**A77L1 Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)**

**A77L2 Midwest Guardrail System - Standard Railing Section (Steel Post with Notched**

**Wood or Notched Recycled Plastic Block)**

**A77L4 Midwest Guardrail System - Transition to Metal Beam Guardrail**

**A77M1 Midwest Guardrail System - Standard Hardware**

**A77N1 Midwest Guardrail System - Wood Post and Wood Block Details**

**A77N2 Midwest Guardrail System - Steel Post and Block Details**

**A77N3 Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details**



**A77N4 Midwest Guardrail System - Typical Railing Delineation and Dike  
Positioning  
Details**

**MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM  
A77N5 Minor Concrete Vegetation Control - Guardrail System**

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# **LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)**

## **STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) listed below are included in the project plans.

### **ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

<b>A3A</b>	<b>Abbreviations (Sheet 1 of 3)</b>
<b>A3B</b>	<b>Abbreviations (Sheet 2 of 3)</b>
<b>A3C</b>	<b>Abbreviations (Sheet 3 of 3)</b>
<b>A10A</b>	<b>Legend - Lines and Symbols (Sheet 1 of 5)</b>
<b>A10B</b>	<b>Legend - Lines and Symbols (Sheet 2 of 5)</b>
<b>A10C</b>	<b>Legend - Lines and Symbols (Sheet 3 of 5)</b>
<b>A10D</b>	<b>Legend - Lines and Symbols (Sheet 4 of 5)</b>
<b>A10E</b>	<b>Legend - Lines and Symbols (Sheet 5 of 5)</b>
<b>A10F</b>	<b>Legend - Soil (Sheet 1 of 2)</b>
<b>A10G</b>	<b>Legend - Soil (Sheet 2 of 2)</b>
<b>A10H</b>	<b>Legend - Rock</b>

### **PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS**

<b>A20A</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20B</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20E</b>	<b>Traffic Lines - Typical Details for Contrast Striping</b>

### **EXCAVATION AND BACKFILL**

<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
<b>A62C</b>	<b>Limits of Payment for Excavation and Backfill - Bridge</b>

### **OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES**

<b>A73A</b>	<b>Object Markers</b>
<b>A73B</b>	<b>Markers</b>
<b>A73C</b>	<b>Delineators, Channelizers and Barricades</b>

### **MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS AND TRANSITION TO METAL BEAM GUARDRAIL**

<b>A77L1</b>	<b>Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)</b>
<b>A77L2</b>	<b>Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)</b>
<b>A77L4</b>	<b>Midwest Guardrail System - Transition to Metal Beam Guardrail</b>
<b>A77M1</b>	<b>Midwest Guardrail System - Standard Hardware</b>
<b>A77N1</b>	<b>Midwest Guardrail System - Wood Post and Wood Block Details</b>
<b>A77N2</b>	<b>Midwest Guardrail System - Steel Post and Block Details</b>
<b>A77N3</b>	<b>Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details</b>
<b>A77N4</b>	<b>Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details</b>

### **MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM**

<b>A77N5</b>	<b>Minor Concrete Vegetation Control - Guardrail System</b>
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A77N5A	Minor Concrete Vegetation Control - Guardrail System - Narrow Vegetation Control Installation
A77N6	Minor Concrete Vegetation Control - Guardrail System - For Terminal System End Treatments
A77N7	Minor Concrete Vegetation Control - Guardrail System - At Structure Approach
A77Q1	MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES Midwest Guardrail System - Typical Layouts for Structure Approach MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY
A77S1	Midwest Guardrail System - End Anchor Assembly (Type SFT - M)
A77S2	Midwest Guardrail System - Rail Tensioning Assembly
A77S3	Metal Railing Anchor Cable and Anchor Plate Details
	FENCES
A84A	Temporary Desert Tortoise Fence
A84B	Desert Tortoise Fence
A87B	CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING Hot Mix Asphalt Dikes
	PAVEMENTS
P74	Pavement Edge Treatments
P75	Pavement Edge Treatments - Overlays
P76	Pavement Edge Treatments - New Construction
D87D	PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS Overside Drains
D88	CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS Construction Loads on Culverts
	LANDSCAPE AND EROSION CONTROL
H1	Landscape and Erosion Control Symbols
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
	TEMPORARY TRAFFIC CONTROL SYSTEMS
T9	Traffic Control System Tables for Lane and Ramp Closures
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T13A	Traffic Control System Two Lane Conventional Highways
T18	Traffic Control System - Construction Work Zone Speed Limit Reduction on Freeways and Expressways
T19	Traffic Control System - Construction Work Zone Speed Limit Reduction on Conventional Highways

- T20 Traffic Control System - Construction Work Zone Speed Limit Reduction Details
- T21 Traffic Control System - Construction Work Zone Speed Limit Reduction Twenty-Four Hours a Day 7 Days a Week (24/7)
- T22 Traffic Control System for Construction Work Zone Speed Limit Reduction on Two Lane Conventional Highways

#### TEMPORARY WATER POLLUTION CONTROL

- T51 Temporary Water Pollution Control Details (Temporary Silt Fence)
- T52 Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
- T53 Temporary Water Pollution Control Details (Temporary Cover)
- T54 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
- T55 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
- T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)
- T57 Temporary Water Pollution Control Details (Temporary Check Dam)
- T58 Temporary Water Pollution Control Details (Temporary Construction Entrance)
- T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
- T60 Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
- T61 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T62 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T63 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T64 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T65 Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
- T66 Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)
- T67 Temporary Water Pollution Control Details (Temporary Construction Roadway)

#### BRIDGE DETAILS

- B0-1 Bridge Details
- B0-3 Bridge Details
- B0-13 Bridge Details

#### STRUCTURE APPROACH

- B9-6 Structure Approach - Drainage Details

#### CONCRETE BARRIERS

- B11-83 Concrete Barrier Type 85 Details No. 1
- B11-83A Concrete Barrier Type 85 Details No. 2
- B11-84 Concrete Barrier Type 85 Details No. 3
- B11-85 Concrete Barrier Type 85 Details No. 4
- B11-86 Concrete Barrier Type 85 Details No. 5
- B11-87 Concrete Barrier Type 85 Details No. 6

#### ROADSIDE SIGNS

- RS1 Roadside Signs - Typical Installation Details No. 1
- RS2 Roadside Signs - Wood Post - Typical Installation Details No. 2



RS4	Roadside Signs - Typical Installation Details No. 4
RS5	Roadside Sign-PSST Post-Typical Installation Details No. 1
RS6	Roadside Sign-PSST Post-Typical Installation Details No. 2
	<b>OVERHEAD AND ROADSIDE SIGNS PANELS</b>
S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape

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